IN THE SUPREME COURT OF THE STATE OF NEVADA

Supreme Court Case No. 82014

IN RE: D.O.T. LITIGATION

Electronically Filed
Sep 29 2022 07:45 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

TGIG, LLC; NEVADA HOLISTIC MEDICINE, LLC; GBS NEVADA PARTNERS, LLC; FIDELIS HOLDINGS, LLC; GRAVITAS NEVADA, LLC; NEVADA PURE, LLC; MEDIFARM, LLC; MEDIFARM IV LLC; THC NEVADA, LLC; HERBAL CHOICE, INC.; RED EARTH LLC; NEVCANN LLC, GREEN THERAPEUTICS LLC; AND GREEN LEAF FARMS HOLDINGS LLC,

Appellants,

v.

THE STATE OF NEVADA DEPARTMENT OF TAXATION; INTEGRAL ASSOCIATES, LLC D/B/A ESSENCE CANNABIS DISPENSARIES; ESSENCE TROPICANA, LLC; AND ESSENCE HENDERSON, LLC

Respondents.

THE ESSENCE ENTITIES' SUPPLEMENTAL APPENDIX
VOLUME 5 OF 16

On appeal from the Eighth Judicial District Court, Clark County
The Honorable Elizabeth Gonzalez, Department XI
District Court Case No. A-19-787004-B and Consolidated Cases.

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Attorneys for Respondent Essence Entities

Docket 82014 Document 2022-30769

ALPHABETICAL INDEX TO THE ESSENCE ENTITIES' SUPPLEMENTAL APPENDIX

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Business Court Order Scheduling a Supplemental Rule 16 Conference	09/21/2020	16	SA003924-3928
Business Court Scheduling and Trial Order	10/27/2020	16	SA003929-3933
Court Minute Order regarding All Pending Motions	03/19/2020	16	SA003871-3874
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Essence Entities' Brief in Support of Judgment on Partial Findings	08/10/2020	16	SA003892-3896
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Order Granting Motion to Certify	08/04/2022	16	SA003934-3954
Order Granting Plaintiffs Leave to File Amended Complaints	12/31/2019	16	SA003870
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1.	Applications (Redacted)	09/2018	1-16	SA000001-3829
2.	Plaintiff's Trial Exhibit 1142 – Applications Spreadsheet	09/2018	16	SA003830-3851
3.	Order Granting Integral's Motion to Intervene	04/22/2019	16	SA003852-3857
4.	Order Granting Joint Motion to Consolidate	12/06/2019	16	SA003858-3869
5.	Order Granting Plaintiffs Leave to File Amended Complaints	12/31/2019	16	SA003870
6.	Court Minute Order regarding All Pending Motions	03/19/2020	16	SA003871-3874
7.	Essence Entities' Motion for Summary Judgment	03/27/2020	16	SA003875-3887
8.	Court Minute Order regarding Motion for Summary Judgment	05/15/2020	16	SA003888-3891
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10.	Essence Entities' Closing Power Point Presentation	08/17/2020	16	SA003897-3923
11.	Business Court Order Scheduling a Supplemental Rule 16 Conference	09/21/2020	16	SA003924-3928
12.	Business Court Scheduling and Trial Order	10/27/2020	16	SA003929-3933
13.	Order Granting Motion to Certify	08/04/2022	16	SA003934-3954

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of Pisanelli Bice PLLC, and pursuant to NRAP 25(b) and NEFR 9(d), that on this 29th day of September, 2022, I electronically filed and served the foregoing **THE ESSENCE ENTITIES' SUPPLEMENTAL APPENDIX** with the Clerk of the Court for the Nevada Supreme Court by using the Nevada Supreme Courts E-Filing system (Eflex), to all participants in the case who are registered with Eflex system.

/s/ Shannon Dinkel
An employee of PISANELLI BICE PLLC

STATE OF NEVADA
DEPARTMENT OF TAXATION
Web Site: https://tax.nv.gov
1550 College Parkway, Suite 115
Carson City, Nevada 89706-7937
Phone: (775) 684-2000 Fax: (775) 684-2020

RENO OFFICE
4600 Kietzke Lane
Building L, Suite 235
Reno, Nevada 89502
Phone: (775) 687-9999
Fax: (775) 688-1303

BRIAN SANDOVAL
Governor
JAMES DEVOLLD
Chair, Nevada Tax Commission
WILLIAM D. ANDERSON
Executive Director

LAS VEGAS OFFICE
Grant Sawyer Office Building, Suite1300
555 E. Washington Avenue
Las Vegas, Nevada 89101
Phone: (702) 486-2300 Fax: (702) 486-2373

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2550 Paseo Verde Parkway, Suite 180
Henderson, Nevada 89074
Phone: (702) 486-2300
Fax: (702) 486-3377

ATTACHMENT C
OWNER, OFFICER AND BOARD MEMBER INFORMATION FORM

Provide the following information for each owner, officer and board member listed on the Recreational Marijuana Establishment Application. Use as many sheets as needed.

Last Name:	First Name:	MI:	☐ OR ☐ OF ☒ BM
Grill	Adam	C	

Date of Birth: 1[redacted]
Gender: M
Race: White
Ethnicity: Caucasian

Residence Address: [redacted]

City:	County:	State:	Zip:
[redacted]	[redacted]	[redacted]	[redacted]

Describe the individual's title, role in the organization and the responsibilities of the position of the individual:
This individual is on the advisory board and is responsible for making suggestions on how to best educate patients on the various cannabis products, laws, and regulations.

Has this individual served as a principal officer or board member for a marijuana establishment that has had their establishment license or certificate revoked? ☐ Yes ☒ No

Has this individual previously had a medical marijuana establishment agent registration card or marijuana establishment agent registration card revoked ☐ Yes ☒ No

Is this individual an attending provider of health care currently providing written documentation for the issuance of registry identification cards or letters of approval? ☐ Yes ☒ No

Is this individual employed by or a contractor of the Department? ☐ Yes ☒ No

Has a copy of this individual's signed and dated Recreational Retail Marijuana Store Principal Officer or Board Member Attestation Form been submitted with this application? ☒ Yes ☐ No

Is this individual a law enforcement officer? ☐ Yes ☒ No

Has a copy of this individual's fingerprints on a fingerprint card been submitted to the Nevada Department of Public Safety? ☒ Yes ☐ No

Has a copy of the Request and Consent to Release Application Form been submitted with this application?
☒ Yes ☐ No

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Chair, Nevada Tax Commission
WILLIAM D. ANDERSON
Executive Director

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ATTACHMENT C (continued)

Has an ownership or financial investment interest in any other MME or ME. ☒ Yes ☐ No
If yes, list the person, the other ME(s) and describe the interest.

NAME	OTHER MARIJUANA ESTABLISHMENT	MME / ME ID#	INTEREST DESCRIPTION
Amy Fu	Medmen of Nevada 2		Owner

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ATTACHMENT C (continued)

For each owner (OR), officer (OF) and board member (BM) that is currently serving as an owner, officer or board member for another medical marijuana establishment or marijuana establishment, please fill out the information below.

NAME	OTHER MARIJUANA ESTABLISHMENT	MME / ME ID#	Capacity (OR, OF, BM)

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5.2.10.4
A resume, including educational level and achievements for each owner, officer and board member must be completed for each individual named in this application.

Duke Fu, Pharm D, MBA, BCNP

[redacted]

EDUCATION:

2003	Post Doctorate Specialization **Board Certified Nuclear Pharmacist** Purdue University, Lafayette, Indiana
2000-2005	University of New Mexico, Albuquerque, NM **Master of Business Administration**
1998-2002	University of New Mexico, Albuquerque, NM **Doctor of Pharmacy**
1997-1998	University of New Mexico, Albuquerque, NM Undergraduate Biology Science course work
1996-1997	University of Southern California, Los Angeles, CA Undergraduate Biology Science course work

Professional Experience

Green Therapeutics Las Vegas, NV 2015-Present
CEO

- Constructed and operated two premiere manufacturing/cultivation facilities in Nevada.
- Oversaw manufacturing of over 200,000 compliant products.
- Oversaw cultivation of over 25 harvests and over 1000 pounds of compliant cannabis.

Medmen Culver City, CA 2014-2015
President

- Oversaw all operations of all business segments.
- Plan and implement a short-, mid- and long-term strategy for the company.

Cardinal Health Las Vegas, NV 2009-2014
Manager/Pharmacist

- Successfully merger with Fortune 20 Company.
- Oversee nuclear pharmaceutical manufacturing for all hospitals and clinics in Nevada.
- Developed protocol for the first site in the world to do commercial dispensing of new PET (Positron emissions tomography) cardiac imaging agent.

- See below

Biotech Pharmacy Las Vegas, NV 2002-2009

Manager and Equity Partner

- Managed the compounding and dispensing of radioactive medicine to hospitals and clinics.
- Responsible for ensuring proper dosing of over 800 daily patient specific medications with half-lives as short as 10 minutes.
- Responsible for the safe and secure transportation of radioactive medication according to DOT and FAA regulations.
- Responsible for tracking the radioisotopes form creation to destruction accordance with the US Nuclear Regulatory Commission.
- Responsible for security of nuclear material to prevent diversion for military and terrorist activity.
- Responsible for quality assurance for radiochemical purity, radioactive purity, sterility, and contamination.
- Sold to Cardinal Health in 2009.

Outreach

- Sponsor for Crohns and Colitis Foundations from 2007-Present
- Sponsor for Las Vegas Alzheimer's Association 2004-Present
- Worked with the Friends and Family Community Connection to set up a free medical clinic in Carrefour, Haiti and was responsible for the set-up and operation of the pharmacy to dispense medication and educate patients on the uses of those medications.

Certifications

- Authorized user of radioactivity
- Board Certified Nuclear Pharmacist
- Registered Nevada pharmacist for 15 years
- Six Sigma Certification

AMY FU, PHARM. D.

[redacted]

EDUCATION:

2000-2002 **University of Southern California, Los Angeles, CA**

- *TAP Program (Trojan Admission Pre-Pharmacy Program)*
- *Accelerated Two-Year Pre-Pharmacy Program*

2002-2006 **University of Southern California, Los Angeles, CA, School of Pharmacy**

- *Doctor of Pharmacy 2006*
- *Dean's List 2003-2005*

LICENSES/CERTIFICATIONS:

2007-Current Board Certified Pharmacist License RPH#60037
2006-Current American Heart Association: CPR & Basic Life Support
2006-Current American Pharmacists Association: Pharmacy Based Immunization Delivery

EXPERIENCE:

2007-Present **Walgreens Pharmacy**
Pharmacy Assistant Manager, Walgreens Pico Rivera, CA #07263 *(2007-2010)*
Pharmacy Manager, Walgreens El Monte, CA #07598 *(2010-2013)*

- *Responsible for hiring, training, & overseeing all pharmacy employees & daily operations*
- *Registered user with the California Department of Justice for the Controlled Substance Utilization Review & Evaluation System (CURES) & California's Prescription Drug Monitoring Program (PDMP)*
- *Responsible for ordering and monitoring narcotic controlled drug inventory, and work extensively with the local Los Angeles Drug Enforcement Agency (DEA) to counteract the diversion of narcotic prescription drugs & ultimately increase patient safety and care*
- *Community Leader for MTM "medication therapy management" & TIP "therapeutic interchange program for over 40 retail locations*
- *Identify, target, and administer vaccines to high risk patient populations based on CDC recommendation*
- *Expert in consulting with physicians and patients with regard to proper medication indication, dosage, drug interactions, medical equipment usage, potential side effects of prescriptions and over-the-counter medications*

2004-2006 **Rite Aid Pharmacy**
Intern Pharmacist, Rite Aid Los Angeles, CA #5423
Intern Pharmacist, Rite Aid Los Angeles, CA #5445

- *Responsible for the intake of prescription orders and the accurate fulfillment of orders*
- *Maintained and updated computer records and patient profiles*

4/2006-7/2006 **Ranchos Los Amigos National Rehabilitation Center,** Downey, California

- *Pharmacist Intern Level IV*
- *Monitored spinal cord injury and stroke patients and advised physicians on proper medication therapy & doses*

01/2006-4/2006 **Los Angeles County + USC Medical Center**

- *Pharmacist Intern Level IV*
- *Experienced pharmacy at an ambulatory care level & advised dosing to cardiac patients on anticoagulation therapy & HIV patients on medication therapy management*

10/2005-01/2006 **Target Pharmacy, Henderson, Nevada**

- *Pharmacist Intern Level IV*
- *Experienced pharmacy at a retail setting & the differences in pharmacy law between the states of Nevada and California*

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7/2005-10/2005 **Kaiser Permanente, Bellflower, California**

- *Pharmacist Intern Level IV*
- *Familiarized with Drug Utilization & Review and advised medication therapy changes based on HMO formularies*

4/2005-7/2005 **Napa State Psychiatric Hospital, Napa, California**

- *Pharmacist Intern Level IV*
- *Worked with patients with psychiatric conditions in a high security facility and advised on symptom control management*

ORGANIZATIONS:

2000-Present **Delta Phi Kappa Sorority**
President (2003-2004) (Vice President (2002-2003) Pledge Mom (2001-2002)
2002-Present **Alpha Iota Pi Professional Pharmacy**
Alumni Chair 2004-2005
2002-Present **National Community Pharmacist Association (NCPA)**
2002-Present **American Pharmacists Association (APhA)**
2002-Present **California Society of Health-System Pharmacy (CSHP)**
2002-2006 **Associated Students of the School of Pharmacy (ASSP)**
Director of Student Programs 2005-2006

COMMUNITY SERVICE:

2010-Present **First Ladies Event,** Los Angeles, CA
Performed blood pressure, glucose,& cholesterol screening to the local community
2009-Present **Children's Hospital Miracle Network Charity Drive**
Help raise money for Children's Hospital of Los Angeles
2007-Present **Community Immunization Events,** El Monte, CA

- *Setup flu and whooping cough shot clinics to immunize low income and high risk populations in the local community*
- *Provide immunizations off-site in local retirement homes & assisted-living facilities*

2007-Present **American Diabetes Association Walk** (ADA)
Help raise money for the ADA organization
2004-2006 **Skull and Mortar Health Fair** (SAM)
Provided information on common disease states like heart disease, diabetes, high blood pressure & consulted patients on medication indications and adverse reactions
2002-2004 **Poison Prevention Control,** Griffin Elementary School, Los Angeles, CA
Planned & performed activities for education on poison prevention to elementary school students
2000-2002 **American Red Cross Blood Drive**, University of Southern California Park Campus
Worked with the American Red Cross to coordinate an annual all campus wide blood drive.

REFERENCES:

Available upon request

Michael W. Sumiyoshi

Overview

- Certified in property management services and leasing for both residential and commercial real estate.
- Gaming and Liquor-approved Key Employee/has worked closely with local and statewide agencies.
- Licensed real estate agent; business broker; specializes in business consulting, commercial real estate sales, investments, leasing residential properties and vacant land, relocation, various other acquisitions.
- Has owned/co-owned/operated various businesses, including realty groups, gaming taverns and restaurants, and a homeopathic/holistic health product store/business.
- 25 years in the real estate business in the Las Vegas, NV, area.

Education

Business Administration and Travel Industry Management | 1976 | University of Hawaii

Professional Experience

Owner/Operator | Ohana Realty Group | Current

Commercial Property Manager | Southwestern Management and Realty Team

Commercial Division Manager | Southwestern Management and Realty Team

Partner/Realtor | Realty 7

Management | Omni Corporation

Food and Beverage Director | Crowne Plaza Hotel

Food and Beverage Director/Assistant General Hotel Manager
Holiday Inn Waikiki Makai Hotel

Rutt K. Premsrirut

Objective

To become a successful investor, philanthropist, and one day run for political office.

Experience

2005 - Present | Valtus Real Estate, LLC | Las Vegas, NV

Principal

- Successfully acquired 400 single family homes, renovated and sold consistently achieving north of 20% unlevered IRR annually
- Brokered millions of dollars of real estate transactions in excess of $300m
- Recently acquired over 80,000 sqft office in the Las Vegas area

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2005 - Present | Valtus Capital, LLC | Las Vegas, NV

Senior Advisor

- Assist team in servicing clients with merger and acquisitions, capital raising both debt and equity
- Sourced over $1 billion in transactions including US Bank Tower and Drais Caesars financing
- Development relationships with World's top Private equity and hedge fund firms with over several hundred billions assets under management combined

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2011 - Present | Lippo Energy | Las Vegas, NV

Board of Director and Advisor

- Assist in overseeing Lippo Group ($22 billion conglomerate) investments in the mining and energy sector
- Sourced and help oversee CS Mining. A Copper and Gold mine acquired by Lippo Group / Clarity Partners consortium for $60m
- Also advise Lippo Group with other portfolio investments outside of mining space

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2006-Present | Prem Deferred Trust | Las Vegas, NV

Co-Trustee

- Oversee multi million dollar investment portfolio as fiduciary to beneficiaries
- Lead investor of 3800 acre land assemblage in Sandy Valley, CA
- Recently acquired office building in Studio City, own 60 single family rental residences, and help founded Le Thai restaurant being lead investor

Education

1997 - 2003 | University of Nevada Las Vegas | Las Vegas, NV

Bachelor of Science Finance

- President of Real Estate Club. Was responsible for helping many students obtain internships

References

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Anthony P. Grappo

[redacted]

Overview

- Retired Entrepreneur
- Owner and operator of multiple successful business including restaurant chains; Outback Steakhouse, PDQ, Metro Diner
- 25 year resident of Las Vegas, NV
- 24 years in the restaurant business in the Las Vegas, NV, area.
- Owner of multiple Licensed Medical Marijuana Establishments in Las Vegas, NV

Professional Experience

Owner | Green Therapeutics LLC | Current
Strategic, operation and marketing direction.

Owner | Metro Diner | Current
Opened and operated 3 locations in 2 years.

Owner | PDQ | 2016-2018
Located, constructed franchises first location in Nevada.

Joint Venture Partner | Outback Steakhouse Group | 1989-2014
Owned and operated 25 restaurants with generating $50M dollars in revenue. Participated in the public offering in 2012.

Public Service

- Nevada Heart Associations
- Green Valley High School
- Goody Two Shoes
- Habitat for Humanity
- Rainbow Foundation
- RTC Bike Ride

Education

High School Diploma | Bishop Moore, Winter Park - Florida | 1969
Associates Degree | Valencia Junior College - Orlando, Florida | 1972

Experience

08/2016 – Present **Oracle, Director Customer Success**
Recruited, managed and developed a team of Customer Success Managers for Oracle Cloud solutions. Responsible for both the Human Capital Management (HCM) and Enterprise Resource Planning (ERP) product pillars with a portfolio value of $25M in ARR. Overachieved on Net Promoter Score (NPS) survey penetration and overall Customer Success Manager feedback scores. Created projects, programs and campaigns to help drive customer adoption, retention and expansion.

01/2010 – 08/2016 **Oracle, Senior Customer Sales Manager**
Responsible for the aggressive expansion of Taleo's Talent Management software in a defined geographic territory. Overachieved in software product add-on and professional service sales, by creating strategies to empower senior human resource executives with building higher quality work forces, and reducing the time and costs associated with talent management. Created successful marketing campaigns to increase brand awareness and provided solutions on how Taleo can help ease the burden in talent acquisition.

07/2006 – 04/2009 **Oracle, Associate Consulting Sales Manager**
Western Regional Associate Consulting Sales Manager responsible for driving consulting sales in 12 Western States with a $7M dollar annual sales quota. Led business development efforts and worked with the CxO level of many Fortune 1000 companies in all phases of the sales cycle from initiation to successful close.

08/2003 – 07/2006 **Oracle, Certified Technology Consultant**
Assessed, designed, and developed PeopleSoft and Oracle eBusiness Suite solutions for several enterprise applications including Human Capital Management, Financial Management and Supply Chain Management. Managed all operations in product development including project administration, business requirements gathering, fit/gap analysis, software design, and customer support.

03/2006 – Present **Blackhawk – Eagle Nest Terrace Association, President / Board of Directors**
Lead and managed the homeowners association for a $20M dollar community. Assumed general charge of day-to-day administration of the association and had the responsibility for the management and operation of the association's business affairs. Responsibilities included leading the Board of Directors meeting, analyzing monthly and quarterly financial statements, reviewing budgets and cash flow, vendor management and creating the communication newsletter to community members.

11/2002 – Present **ESPI, Vice President / Board of Directors**
Managed the strategic planning, operations management and implemented business development efforts for a private $1M dollar small business. Developed and executed sales and marketing strategies that enabled the company to grow its annual revenues by $250,000.

05/2001 – 11/2002 **Sun Microsystems, IR Business Technologist I**
Project manager for Wireless LAN Security. In charge of creating project plan; managing projects resources; and the execution of security implementation. Managed the security solution for 3 manufacturing sites including domestic and international.

Project manager for Automation Test Execution. Defined user requirements, analyzed test tools and provided recommendation on automation test tool. Worked with QA testers to design automation procedures and execute plans to automate test cases. Utilized Mercury Xrunner to automate the manufacturing regression test

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cases.

Business Analyst for Factory Planner. Assisted in supporting the i2 Factory Planner application. Responsibilities included diagnosing bugs, promoting bugs into production, UAT testing, LDAP administration, and participated in business requirements meetings to help define and create effective IT solutions.

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Consulting Skills

- Product Design
- Project Management
- Fit/Gap Analysis
- Product Enhancement
- System Analysis
- Problem Analysis
- Technical Assessment
- Impact Analysis
- Risk Analysis

Sales Skills

- Price Negotiation
- PowerPoint Presentations
- Cold Calling
- Marketing Campaigns
- Lead Generation
- Value Proposition
- Contract Issue Resolution
- Prospecting Methodology
- Web Demonstrations

Technology Skills

- Networking
- Programming
- Databases
- Security
- Operating Systems
- Reporting

Industry Certifications and Professional Associations

- **PeopleSoft Enterprise, Technology**
- **CompTIA A+**

Awards

- **Taleo,** Premier Partner Award, 2011
- **Taleo,** Sales Achievers Club, 2011
- **Taleo,** Sales MVP Q2, 2011
- **Taleo,** Sales Achievers Club, 2010
- **Taleo,** Customer Sales Manager of the Year, 2010
- **Taleo,** Sales Newcomer of the Year, 2010
- **Taleo,** Sales MVP Q4, 2010
- **Taleo,** Sales MVP Q2, 2010
- **Oracle,** Quality Outstanding Oracle Leadership Award, 2008

Education

- **Indiana University**, Management, Bachelor of Science, 2001

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Angie K. Lim

[redacted]

Overview

- Licensed real estate agent; specializes in commercial real estate sales, investments, leasing residential properties and vacant land, relocation, various other acquisitions.
- Operator of various businesses in the nightlife and hospitality industry, including nightclubs & restaurants inside major hotels & casinos, such as Venetian, Wynn, Caesar Properties and MGM properties.
- 10-year resident of Las Vegas, NV
- 10 years in the nightlife and hospitality business in the Las Vegas, NV, area
- 2 years in the real estate business in the Las Vegas, NV, area.
- 2 years in the Marijuana Industry in the Las Vegas, NV, area.

Professional Experience

Owner/Event Planner/Marketing MadNixDeals.com | 2011 - Current

Real Estate Salesperson | First Mutual Realty Group | 2016 - Current

Business Administrator | Green Therapeutics LLC | 2017 - Current

Asst. Director of Promotions/Marketing & VIP Services | Hakkasan, Omnia, Jewel, Bank, 10ak, Light Nightclub - Alibi Lounge - Wet Republic, Liquid, Bare Day club & Pool - Hakkasan and Searsucker restaurant - Hakkasan Group - MGM Properties – Caesars Properties | 2015-2017

Kenny Kwok

[redacted]

Overview

- Business owner of a hydroponics retail store in Sacramento and partner in hydroponic retail stores in Los Angeles, CA and Denver, CO.
- 3 Years of construction management experience in hotel, commercial, and residential construction sites for mutli-million dollar projects in Brooklyn, Queens, and Manhattan.

Professional Experience

W&L Construction Group | Flushing, NY *2013 – 2016*

Construction Manager

Responsibilities included obtaining permits and licenses, reviewing contracts and blueprints, negotiating with sub-contractors, budgeting, and overseeing the purchasing of material for new construction and renovation projects. Managed 30-60 member construction crews in multiple sites. Received fire safety certification and Implemented site and fire safety in accordance to OSHA.

Selected Projects

- Hotel Indigo - Financial District, 10 Maiden Lane, Manhattan, NY - Oversaw the demolition and renovation for the $50 million 24-story hotel.
- CA Plaza, 36-18 Main St, Flushing, NY - Oversaw the excavation, foundation, and first floor framing for the plaza which included a 12-story Hotel Indigo, retail spaces, and medical offices.
- Holiday Inn - JFK, 154-71 Brookville Blvd, Jamaica, NY - Completed construction from ground up. Facilitated the drainage and repairs from damage caused by hurricane Sandy.

Genesis Hydroponics Inc | Sacramento, CA *2016– Current*

Owner

- Oversaw and managed daily activities including sales, inventory management, customer relations, and maintenance in 42,000sf warehouse.
- Developed the sales team and procedures which brought in $4 million in sales in 2017 for the Sacramento location
- Mentored managers and assisted with vendor relationships for Doc Green Hydroponics in Los Angeles and Orion Garden Supply in Denver.

Education

High School Diploma | Rowland High School - Rowland Heights, CA | 2011
College coursework | Queens College – Queens, NY | Business Management

Jordan A. Stroum

[redacted]

Professional Summary	Natural leader seeking to focus career within a company that will utilize communication, analytical, managerial and customer service skills developed over a progressive 15-year career.

Professional Experience	**Management/Leadership** ● Co-managed $150 million annual budget across 17 individual businesses. ● Oversaw multiple new business development projects with responsibilities including: conception, construction, financial analysis, marketing plan, contract execution, labor planning, training and operation for nightclubs, lounges, restaurants and a laboratory. ● Effectively managed 12 sales managers, a staff of 100+ sales people and dozens of independent sales networks in a fast-paced, high-stress environment. ● Managed team of data analysts utilizing Microsoft CRM, Excel and custom business intelligence tools. ● Lead a team of web developers and marketing personnel in a website redesign project, with a wide range of goals including: revenue optimization, customer relations management, database management and analytical reporting tools. ● Developed Manager Training Program for a company with 1500 employees and served as a lead trainer for over 150 employees. ● Wrote and implemented operational policies and procedures for an analytical laboratory, multiple corporate office departments and several food and beverage service establishments. ● Regularly performed interviews, progress reviews, coaching/discipline and terminations. ● Performed regular scheduling duties for multiple businesses of up to 100 employees. ● Planned and executed regular team-building exercises. ● Cultivated relationships with a variety of strategic business partners. **Finance & Accounting** ● Detailed analysis of monthly P&L statements making recommendations to executive leadership ● Researched and pitched new avenues for revenue generation and cost savings through ROI and statistical analysis. ● Prepared development plans for new business ventures including market research, pro formas, labor plans and construction summaries. ● Created budgets and other financial reports on a weekly, monthly and annual

basis.

- Performed monthly account reconciliations.
- Proficient in accounts payable, accounts receivable and payroll processing and reporting duties.
- Devised incentive based commission structure for sales staff of 200+ members including building software tools in Excel to process payouts.
- Performed regular internal audits, reported results and recommended corrective action to executives and ownership.
- Performed ad-hoc financial analysis from own intuition and as directed by leadership.

Communications

- Confident verbal communication skills from experience conducting daily/weekly meetings and delivering group presentations to myriad audiences.
- Edited weekly newsletter and updated web content using WordPress.
- Daily dissemination of key metrics and sensitive information for ten venues and addressing inquiries from executives and owners as needed.
- Successfully coordinated multiple aspects of special events including talent bookings, travel arrangements, vendors, independent contractors and staffing.

Work History

May 2017 – Present
Director of Operations, Green Therapeutics, Las Vegas, NV
Managing the daily administrative, sales and logistics aspects of the business as well as serving as a team member on various growth projects.

August 2014 – March 2016
General Manager, Steep Hill Nevada, Las Vegas, NV
Devised overall business plan for this start-up analytical laboratory in a highly regulated privileged license environment, while overseeing all aspects of business operation and development - reporting to the Board of Directors.

October 2007 – September 2014
Director of Operations 2013-2014, Project Manager-Finance 2011-2013, Sales Manager 2010-2011, Ops Manager 2008-2010, Busser 2007, The Light Group, Las Vegas, NV
Polished customer service skills at the largest lifestyle conglomerate in Las Vegas. Learned to effectively manage and train a sales staff, regularly exceeding sales goals. Cultivated analytical skills through financial/data analysis and problem-solving skills through managing multiple departments. Created a successful data/financial analysis division, producing many cost saving and revenue generating initiatives.

March 2007 – October 2007
Project Manager, Paragon Gaming, Las Vegas, NV

	Developed a business plan for a Las Vegas style lounge in Edmonton, AB, Canada. Successfully launched this plan, serving as the General Manager and Project Manager. **January 2001 – February 2007** **Financial Manager, Nevada Broadcasters Association, Las Vegas, NV** *Started as an Administrative Assistant and was promoted to Financial Manager within 6 months at this Non-Profit Organization. Increased annual revenue from $400,000 to $1.5 million within 3 years.*

Education	Lee School of Business – Finance University of Nevada, Las Vegas 2000 – 2005

JASON NEGRETTE

[redacted]

Superior Products Quality Operation Continuous Improvement

Laboratory Director in the industry of regulated cannabis operations. Cross-trained in business administration and professional analytical communication. Lead multifaceted detail oriented shifts with the highest concern for safety, compliance, and integrity. I have an outstanding record of quality documentation, customer service, and technical support. An excellent resource for finding realistic cost effective solutions in a timely manner employing current project management tools such as Lean/Six Sigma, 5S, Root Cause Analysis, and mechanical aptitude.

- **Computer:** Empower, Metrc, LeafLink, MS Office Suite, PLC, SAP, Oracle, TrackWise, LIMS, ERP, and various HMI chromatography analysis software

cGMP Operational Skills

Product Formulation	Isolation/Purification	cGMP/Aseptic Technique
System Troubleshooting	Excursion/ OOT Reporting	Liquid Chromatography
Analytical Operations	TFF/DFF Operations	Preventative Maintenance
Document change control	IOQ, PQ, Validation	Integrity Test Protocol

Professional Experience

Green Therapeutics, Las Vegas, NV

Director of Laboratory Operations Oct 2017 - Present

Planned, developed, built, and qualified a new laboratory operation in North Las Vegas with Green Therapeutics to establish a new brand called Provisions. This product line started as a supercritical co2 extracted oil process and quickly evolved into a full scale multi-product brand. Developed an analytical laboratory with a full functioning formulation and compounding suite. All products are tracked for efficiency and accuracy through state regulated ERP systems to determine accurate unit cost and accessible margin values. Lead future expansion efforts and troubleshoot facility and capex troubleshooting efforts. Train individuals based on rigorous standard operating procedures and training records. Maintain a safe workplace through an up to date EHS program. Analyze financial data for areas of improvement and quarterly key performance indicators.

C3 Labs, LLC, Berkeley, CA

VP Technical Operations Jun 2016 - Aug 2017

Joined C3 after a successful tenure as a field service engineer with Waters Corporation. Delivered training programs to clients on-site at their licensed facilities. Assists clients with the design, planning, implementation and continual operation of cannabis product manufacturing efforts in strict adherence to state guidelines and municipal code. Proficient in the qualification, use and maintenance of a wide range of analytical technologies including liquid chromatography and mass spectrometry. Brokered material supply and upgrade deals to keep the business in operation. Developed, formulated, and scaled new products that led to a patent and several lucrative client contracts.

Waters Corporation, Milford, MA

Informatics Principal Systems Specialist Oct 2014 - Jun 2016

Establish and maintain collaborative relationships with external and internal customers ensuring their success. Provide high level technical expertise on Waters' innovative product suite (LC, LC/MS, SFC/E). Project manage enterprise LC/MS installations with a focus on customer timelines and budget. Increase market share with a targeted business development approach that focuses on client success.

San Francisco Bay Area Field Service Engineer Nov 2011 - Oct 2014

Install, repair, qualify, and train on Waters informatics and LCMS systems. Approach challenging customer situations with confidence and professionalism that leads to positive collaborative relationships benefiting external and internal clients. Constantly seek out new information and training. Mentor and assist colleagues and customers in the field with troubleshooting and efficiency techniques.

BioMarin, Novato, CA

Manufacturing Specialist April 2010 – Nov 2011

Analyze process operations with a focus on cost reduction efficiencies concerning capital equipment and standard operating procedures. Routinely present technical reports with regards to process efficiencies and value added function for the customer and organization. Consistent focus on customer service and compliance. Timely and accurate reporting of issues and concerns. Operate and troubleshoot enzyme chromatography and cross-flow filtration processes with the utmost concern for safety, quality, and communication. Plan and perform preventative maintenance on all processing skids, tanks, pumps, valves, and gauges. Strong focus on safety while maintaining hazardous materials certification. An enduring mindset to resolve open issues and improve processes. An agent for change.

Genentech Inc., South San Francisco, CA

Shared Services Lead 2009 – Feb 2010

Maintained the utmost professional nature utilizing clear, concise, and accurate communication with all customers. Ensured compliance with FDA, cGMP, Class A, and company regulated requirements. Lead daily shift change activities. Compiled information for multiple databases utilized for end of day/week updates, SAP daily maintenance, and genealogy purposes. Presented concise reports detailing data from pertinent informational sources. Maintained a single support line of contact with operations, QA, QC, facilities, and management. Negotiated effectively with all levels of the organization to resolve competing interests for limited resources. Prompt escalation of issues to support groups and management. Increased customer satisfaction by decreasing the group's stock-out and discrepancy rates. Developed, lead, and motivated teams.

Senior Bioprocess Technician June 2004 – Nov 2008

Manufactured the following products: Avastin, Herceptin, Rituxan, Tarceva, Xolair, Activase(TPA), TNKase, Pulmozyme, and Raptiva.

Education + Training

BS Business Management - *Magna cum Laude* Notre Dame de Namur University 2009

AA- College of San Mateo Biochemistry & Electronics/Network Cabling

Trained: Network Cabling Specialist, PC Repair Technician, and 40hour HAZWOPER

Waters Analytical Instrumentation Schooling

Jesse Bostic
[redacted]

OBJECTIVE

I desire to accept a position with a reputable organization that holds its standards to the highest degree and appreciation in return for ; my loyalty, hard work, determination , professionalism, leadership, and multiple talents.

VALUABLE ABILITIES

I am an extremely thorough person who is continuously perfecting performance and efficiency. I have an extensive career background in the Nevada cannabis industry with full understanding and compliance of all local/federal regulations regarding the production of clean, safe medicine.

QUALIFYING EXPERIENCE

Senior Cultivation Manager of Nevada PURE 11/19/15 – Present

- Operation and department head of a 550 light, 40,000 sq. ft. cultivation with a staff of 29 employees.
- Maintaining full compliance of OSHA, Federal, Nevada State, Nevada Agricultural, County, and Fire regulations.
- Redesign and construction of the complete facility to meet all state requirements and guarantee safe, healthy, consistent crops.
- Provided full organic nutrients created by a local company and myself.
- Production of high THC cannabis that passes all state required laboratory tests.

Lead Cultivator at Nevada PURE 09/07/15 – 11/18/15

- Worked with senior cultivator at that time in managing cultivators, plant rotation, and nutrient / IPM programs.
- Established a consistent, high success rate clone operation.
- Harvested plants and orchestrated all employee daily tasks.

Slot Manager for Eclipse Route Operations 08/23/12 – 09-03-15

- Managed and directed a staff of 3 technicians and 4 cash route drop guards.
- Installation and full game setup with optioning compliant to Nevada Gaming and County laws.
- Transfer, Deposit, and drop of large sums of money.
- Slot machine repairs and maintenance of safes.

Jason Phillip Librot

[redacted]

Experience

Production Manager June 2016-Present
Silver Sage Wellness, Las Vegas, NV

Design and manage wholesale inventory control system. Oversee procurement of all production, processing, and packaging materials. Organize Sales, Wholesale, and Production departments through computerization. Research and propose capital purchases to expand product line and improve output efficiency. Design customized Microsoft Excel spreadsheets to provide top-down view for C-Suite reporting. Prioritize payables and internally manage departmental expenses and invoices. Review intake of cash, payroll, and cash stores with bookkeeper. Analyze and optimize efficiency of internal processes. Facilitate exchange of goods and information between Cultivation/Production Center and Dispensary/Customers.

Dispensary Manager Feb 2016-June 2016
Silver Sage Wellness, Las Vegas, NV

Managed dispensary staff, schedules, inventory, and patient relations. Served as a role model and resource for dispensary staff concerning products and services, policies and procedures, industry news and changes in regulations. Delegated tasks to Cashiers, Dispensary Agents and Patient Coordinators in order to maintain a compliant and clean facility. Coordinated with upper management to ensure accurate information was communicated to dispensary staff. Maintained accurate records of all dispensary activities including patient records, sales, and deliveries. Provided regular inventory and sales reports to the General Manager.

Financial Center Client Service Representative September 2015-Feb 2016
Bank Of America, West Palm Beach, FL

Helped customers understand interest rates and maximize benefits based on their goals. Used Teller software to carry out day to day bank transactions. Handled large amounts of cash with integrity and accuracy; kept appropriate amount of cash on hand to maximize efficiency but minimize risk to bank. Carefully balanced cash drawer. Learned and conveyed available product to customers. Sought opportunities to provide value to customers and revenue for Bank.

Market Research Analyst - *United For Care* June 2013-May 2015
A "seed to sale" startup in the Medical Marijuana Industry

Self-Directed Independent Research. Analyzed market trends, sought links between transit of relevant data and cashflow. Analyzed legal documents for specific nuances. Created live-updating financial statements using Microsoft Excel. Participated in Development of

Business Plan.

Skills

Problem solving, analytical mindset, detail orientation

- Ability to effectively prioritize with multiple tasks at hand
- Strong foundation in Computer Software: Network troubleshooting, Microsoft Windows, Office: Word, Powerpoint, advanced Microsoft Excel Spreadsheet
- Excellent written and verbal communication
- Team oriented; able to complete tasks independently or with others
- Ability to learn and adapt quickly in fast-paced operational or customer facing role

Education

Bachelor of Science: Agricultural Operations Management

- Concentration: Business Management

University of Florida, Gainesville, FL

Certifications

- HempStaff - Medical Cannabis Dispensary Agent Certification

Madison J. Newhard

[redacted]

Education

College of Southern Nevada — Jan. 2011 - Dec. 2013
Studied for 2 years — Las Vegas, NV

Cimarron-Memorial High school — Las Vegas, NV
High School Diploma (2010)

Experience

Green Therapeutics — Las Vegas, NV
Packager — April 2018 - Present
•Measure out the proper weight of each product for sale
•Put weighted product into the proper container for sale
•Label boxes with the correct test results
•Put product into the boxes

Thrive Cannabis Marketplace — Las Vegas, NV
Retail Manager — October 2016 – February 2018
•Ordered product for the store, kept all products stocked
•Made large cash drops and paid vendors for product
•Provide friendly and knowledgeable information about cannabis.
•Answered all employee questions
•Guided the State through when an audit happened

Pisos The Original Dispensary
Supervisor — Las Vegas, NV
•Made weekly schedules, ran breaks and made cash drops — June 2016 – October 2016
•Provided friendly and knowledgeable information about cannabis
•Helping average 50 patients a day find the correct medication
•Open or Close the facility

Scott Zemp Masonry — Las Vegas, NV
Office Assistant — May 2016- July 2017
•Answer phones
•Enter invoices
•Payroll/ Certified payroll

Rise and Shine — Las Vegas, NV
Server — April 2015 – May 2016
•Provided quick, friendly and efficient customer service
•Answered any questions on the menu and made suggestions when needed
•Server about 20 to 35 tables a day

Terrible Herbst Car Wash — Las Vegas, NV
Assistant Manager — March 2014 – April 2015
•Make weekly schedules, run breaks and overlook 15 to 20 employees
•Provided good quality, fast, friendly and efficient customer service
•Handle customer complaints, damages and large cash drops
•Learned every position to be able to jump in and help when needed
•Open and close the facility
Service advisor — Oct. 2011 - March 2014
•Greeted 300 to 500 customers a day
•Exchanging large and small amounts of money
•Provided great quality, fast, friendly and efficient customer service

Beach Pizza — Las Vegas, NV
Supervisor — Aug. 2007 - Oct. 2011

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Resume

Adam Grill

management & technologies

Employment

2016 - Present **Management**
MDV Entertainment
Supervision of the physical operation of the business. Keyholder who opens & closes the store. Duties of bookkeeping, cleaning, organization, communication, and customer service.

2017 - 2018 **Patient Specialist**
Medizin
Worked with a private business and the state government to educate and provide cannabis safely and efficiently to the surrounding community.

2011 - 2012 **Shipping & Recieving Supervisor**
Sam Ash Music
Shipped and recieved millions of dollars of merchandise while supervising stock databases. Maintained an Oracle database accounting for thousands of items.

2005 - 2007 **Mac Genius Techncian/Lead Visual Manager**
Apple Inc.
Provided industry leading customer support for power users and casual users alike.
Trained extensively in Apple hardware repair and software maintenance.
Implemented and maintained all of the visual marketing within a flagship Apple Store.

2007 - Present **Print Technician**
Visual Marketing Source
Printed and designed large format vinyl graphics for several major brands. Installations and visual marketing for flagship retail outlets.

Professional Skills

Management
Technology
Customer Support
Teamwork Focus
Cannabis Expertise

Photoshop
InDesign
LeafLink
BioTrack
Oracle
HTML
Metrc

Computers
MS Office
Sales & Marketing

Education

Apple Genius Academy.
Certified Mac Technician
Hardware Certification
Software Certification

Information Technology
College of S. Nevada

Talents

Management Experience
Customer Service
Information Technology
Cannabis Solutions
Organizational Focus

Contact

[redacted]

Ref

Available on page 3

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Ref

Adam Grill

management and technologies

References

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Visual Marketing Source
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Henderson, NV
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Lowell Brown
General Manager
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J.P. Ruiz
Store Manager
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619.808.4249
cmykjp@gmail.com

Brent Lynch
Owner
MDV Entertainment
4131 W. Oquendo Rd.
Las Vegas, NV
702.241.9578
mdventertainment@gmail.com

Professional Skills

Management
Technology
Customer Support
Teamwork Focus
Cannabis Expertise

Photoshop
InDesign
LeafLink
BioTrack
Oracle
HTML
Metrc

Computers
MS Office
Sales & Marketing

Education

Apple Genius Academy.
Certified Mac Technician
Hardware Certification
Software Certification

Information Technology
College of S. Nevada

Talents

Management Experience
Customer Service
Information Technology
Cannabis Solutions
Organizational Focus

Contact

[redacted]

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5.2.10.5
A narrative description not to exceed 750 words demonstrating the following:

5.2.10.5.1
Past experience working with government agencies and highlighting past community involvement.

5.2.10.5.2
Any previous experience at operating other businesses or non-profit organizations, including marijuana industry experience.

Duke Fu

Duke Fu, Pharm.D, MBA, matriculated from the University of Southern California in 1997, to complete the University of New Mexico's joint Doctor of Pharmacy/MBA program in 2005. Dr. Fu's post doctorate work was at Purdue University, for certification as an Authorized User of Radioactive Materials (2002). Dr. Fu is one of the few Board Certified Nuclear Pharmacists (BCNP) in the State of Nevada, and has practiced as registered pharmacist in Nevada for the past 15 years.

Dr. Fu began his career as a managing partner at Biotech Pharmacy, a centralized nuclear pharmacy company, dispensing radioactive medicine to hospitals and clinics for diagnostic and therapeutic procedures. Dr. Fu help grow the once one-account, three-employee venture into a company the largest independent nuclear pharmacy chain in the Southwest.

Biotech brought the second cyclotron to the State of Nevada, allowing them to manufacture state of the art medicines for critical diagnostic tests. In 2009, Biotech was purchased by Cardinal Health (ranked 19th on the Fortune 500 list) for $39 million. Dr. Fu was asked to remain at Cardinal Health where he his role as a Pharmacy Manager.

At Cardinal Health, Dr. Fu's direction created one of the most advanced and progressive nuclear pharmacies in the nation. Dr. Fu collaborated with the Nevada Heart & Vascular Center to be the only lab in the world to manufacture and dispense most advanced positron emissions tomography cardiac imaging agents in nuclear medicine on a commercial level. Dr. Duke Fu managed all compounding of medicines are under the strict watch of both the FDA and Nevada Board of Pharmacy for the entire state of Nevada. In addition, all radioactive material is further regulated by the Nuclear Regulatory Commission (NRC) and Environmental Protection Agency (EPA), which requires the ability to track radioactive material from creation to destruction and every intermediary step along the way. He also works closely with the Las Vegas Fire Department because of the use of dangerous solvents, chemicals and pharmaceutical components used in the numerous quality control measures. Dr. Fu additional worked with Homeland Security to oversee the security, tracking and transport of nuclear material such as uranium that could be used as military weaponry. Due to the strict nuclear material transportation regulations, Dr. Fu worked extensively with the Department of Transportation (DOT), International Air Transport Association (IATA) and Federal Aviation Administration (FAA) to safely and securely transport millions of manufactured nuclear medicine across the United States.

In addition to his extensive pharmaceutical experience, Dr. Fu remains entrenched the local Las Vegas community and has been involved with a number of local charitable organizations, as well as participation in the Crohn's and Colitis Foundation of America from 2007 to present, and the Alzheimer's Association from 2004 to the present. In 2011, Dr. Fu joined with the grassroots charity Friends and Family Community Connection, to set up a free medical clinic in Carrefour, Haiti.

Dr. Fu has left Cardinal Health and committed to this industry because he believes that cannabis can be used as an effective therapeutic medication. He became president of MenMen, the largest dispensary chain in the United States. At MedMen, he oversaw operations of all business segments. He was also responsible for finance, compliance, and investor relations for the entire company. MedMen had an initial public offering of 1.6 billion dollars in March 29th, 2018.

Dr. Fu returned to the Nevada as CEO of Green Therapeutics (GT). By Dec 2014, Dr. Fu began executing on the construction of the facilities that GT was awarded. He build two world class cultivation and manufacturing facilities, utilizing all four licenses that he was awarded. He designed and implemented all processes and procedures for GT. He has maintained four cannabis licenses in goods standing with the Department of Behavioral Health through the medical marijuana market and the Department of Taxation for the recreational market. He has been the point of contact for the State for all compliance issues and maintained an impeccable history of compliance and communication with State authorities. GT has been operating in the Nevada market since April 2015 with great success, manufacturing over 200,000 units of compliant products and over 25 compliant harvests with over 1000 pounds of cannabis material. Dr. Fu would like to expand the operation to include dispensaries because he would be the able to bring the best practices from pharmacy counseling, diversion prevention and education to this growing industry.

Amy Fu Pharm D.

Amy Fu is a practicing Doctor of Pharmacy, graduating from USC, a top-tier pharmacy school, with a Doctorate in Pharmacy in 2006. During school, Dr. Fu's externships and rotations included training at Napa State Psychiatric Hospital, LAC+USC Medical Center, Rancho Los Amigos Rehabilitation Center, Bellflower Kaiser Hospital, and Target Pharmacy in Las Vegas. From 2004-2006, Dr. Fu worked at Rite Aid Pharmacy while still maintaining her exemplary academic status and place on the Dean's list.

Upon receiving her California State pharmacy license, she became Pharmacy Assistant Manager, and later Pharmacy Manager for various Walgreens Pharmacies in the greater Los Angeles area. As a Pharmacy Manager, her responsibilities include training and supervising staff, monitoring and security of controlled/narcotic drug inventory, consulting on medication and disease state management, and all other aspects of pharmacy/prescription drug-related management.

Among her extraordinary accomplishments at Walgreen's, Dr. Fu regularly compounds specialty pharmaceutical mixtures, increased prescription drug sales and immunizations over 20%. Furthermore, she is Walgreen's Los Angeles regional leader (for over 40 Walgreen retail locations) in "Medication Therapy Management" (MTM) and the "Therapeutic Interchange program" (TIP).

Active in her community, Dr. Fu has organized, volunteered, and participated in numerous health fairs and immunization events, and is active with the American Diabetes Association, the Children's Hospital Miracle Network Charity Drive, and more. She is a spokesperson for preventative health and prescription drug education. Dr. Fu also planned & performed activities for education on poison prevention to elementary school student. She also participates in community events such as First Ladies Event and Skull and Mortar Health Fair, to educate people on blood pressure, glucose,& cholesterol screening to the local community, and other common disease states.

An advocate in battling the abuse and diversion in overly prescribed and potentially dangerous and addictive narcotic prescription drugs, Dr. Fu became a registered user with the California Department of Justice for the Controlled Substance Utilization Review and Evaluation System (CURES), and the California Prescription Drug Monitoring Program (PDMP). In 2010, Dr. Fu provided crucial evidence to

the Drug Enforcement Agency (DEA) in their conviction of Dr. Nazar Al-Bussam, California's then-top prescriber of illegitimate narcotic painkillers/opiates prescriptions. Under the extremely regulated pharmacy industry, Dr. Fu regularly interacts with DEA, Food and Drug Administration and Board of Pharmacy. She is responsible for the strict compliance of inventory, procedures and dispensing of pharmaceuticals.

In 2014, Dr. Fu completed the Oaksterdam University's *Basic and Advanced Marijuana Horticultural Seminar,* and is a proponent of educating the public both on the dangers of prescription-drug addiction and the importance of the legitimate, effective, and safe use medicinal marijuana. Dr. Fu is admitted is certified to practice by the American Heart Association and the American Pharmacists Association for CPR and Basic Life Support, and Pharmacy Based Immunizations. Dr. Fu has relocated to Nevada in order to serve as Vice President and Compliance Director for Green Therapeutics. Dr. Fu has used the best practices from pharmacy to ensure compliance with inventory, security, prevention of diversion and tracking of product. Dr. Fu intends to use her many years in pharmacy retail to elevated the recreational marijuana industry in Nevada through education and pharmaceutical best practices.

Michael W. Sumiyoshi

Michael W. Sumiyoshi was born in 1954 in the cozy town of Hilo on the "Big Island" of Hawaii. In 1972, he attended the University of Hawaii majoring in Business Administration and Travel Industry Management. Food and Beverage and Hotel business; during the sixteen years in the industry, Mr. Sumiyoshi had worked up the ladder from dishwasher/janitor to cook to busboy to waiter to Assistant Manager to General Manager, and in 1979 became a Food and Beverage Director/Assistant General Hotel Manager at the Holiday Inn Waikiki Makai Hotel generating $85 million dollars in revenue.

In 1983, Mr. Sumiyoshi was relocated to San Francisco to open the Crowne Plaza Hotel as the Assistant Food and Beverage Director and was promoted to Food and Beverage Director in 1985 and generated $8 million dollars in revenue from his department. From 1986 to 1989, he worked at Omni Corporation, opening and selling restaurants and pubs/sports bars in the San Jose-Cupertino, California, area grossing $35 million dollars. During his food and beverage management and businesses he was a key person working with multiple governmental agencies including the Department of Health, Department of Taxation, Department of Alcohol Control, Department of Labor, and the Internal Revenue Service.

In 1989, Mr. Sumiyoshi decided to change his career and pursued becoming a real estate broker. He has now been in real estate for almost thirty years in Las Vegas, Nevada, providing real estate services in residential and commercial sales and is licensed as a business broker for business asset sales. Mr. Sumiyoshi has been involved in the development of multiple retail and professional office centers throughout the Las Vegas Valley. He is certified in property management services and leasing for both residential and commercial real estate. In 2013, Mr. Sumiyoshi opened his own company called Ohana Realty Group. Through his time as a successful real estate broker, Mr. Sumiyoshi's companies have done $550 million dollars in commercial and residential transactions, generating over $16.5 million in sales income. In addition, his companies have generated $5.4 million dollars in property management fees and $6 million dollars in leasing fee income.

Real estate brokers must comply with multiple regulating bodies on the city, state and federal level. His development projects have given him the opportunity to work with all the major city government agencies throughout Nevada in land use and development, business licensing, police agencies, building and fire prevention, and assessors office. On the state level, Mr. Sumiyoshi works with the Nevada Department of Taxation, Business Licensing, and Nevada Real Estate Division. Mr. Sumiyoshi works with multiple federal agencies including National Association of Realtors, Internal Revenue Service and

Mr. Sumiyoshi continued his involvement with the food and beverage industry in Nevada and open and operated the successful Lahaina Grill and Shooters Bar and Grill. These businesses generated over $8 million dollars in revenue annually. As the key employee of these gaming, alcohol and food establishments, Mr. Sumiyoshi was approved by the Nevada Gaming

Commission to operate gaming establishments in multiple areas. He was responsible for the compliance to maintaining the gaming license. Mr. Sumiyoshi was trained in the Techniques for Alcohol Management (TAM) and maintaining a liquor license in multiple city jurisdictions.

Mr. Sumiyoshi has been a source of consistent business and operational expertise as an advisor for Green Therapeutics. He has participated in the multiple local charities with the company including: Serving our Kids Foundation, Green Our Planet and Time Travelers Foundation. Serving our Kids Foundation is a charity that feeds and serves the needs of Clark County Homeless and at-risk children. Green Our Planet teached children at school how to garden and establishes a farmers market with the products grown. Time Travelers Foundation creates events to educate to public on epilepsy while giveing people who suffer from seizures a more positive outlook.

Rutt Premsrirut

Rutt Premsrirut is a Principal Partner of Valtus Real Estate LLC, which is a licensed Nevada real estate broker, and is also a Senior Advisor with Valtus Capital. Mr. Rutt Premsrirut has over 14 years of real estate investment and brokerage experience. Prior to forming Valtus Real Estate LLC, Mr. Premsrirut was the Vice President of a family-owned company, Prem International Inc., in which he assisted the management by advising several hundred million dollars of transactions. On the principal side, over $50 million of real estate assets currently remains in co-management. Mr. Premsrirut also acts as a Senior Advisor to one of Asia's top multi-billion dollar conglomerates, Lippo Group. Recent transactions include the tallest building in the western United States, the US Bank Tower in Downtown LA, for $367.5 million. Mr. Premsrirut also sits on the Board of Directors for Lippo Energy and CS Mining, a portfolio subsidiary company of Lippo Group acquired in 2011 for $60m.

Prior to joining Valtus, Mr. Premsrirut assisted his family and previous investors in assembling numerous parcels in the Vegas Valley, particularly in the southwest in an area currently known as Mountain's Edge, owned by Focus Property Group. Also, while at Prem International Inc., he was involved in the assemblage of 3,500 acres in Sandy Valley, CA, which his family now controls. The Premsrirut family and previous investors generated significant returns capitalizing on the Las Vegas land market. Mr. Premsrirut holds a Bachelor of Science Degree in Finance with an emphasis in Financial and Real Estate Services from the University of Nevada, Las Vegas. Mr. Premsrirut is also an active philanthropist and is one of the founders of the Las Vegas Children Foundation, whose mission is to raise the standard of living for children in developing countries. Mr. Premsrirut is also a political activist and a large supporter of the Democratic Party and was on the National Finance Committee for Senator Hillary Clinton.

Over the past few years Rutt has been an activist in property law legislation. Specifically fighting against Homeowner Association Collection abuses and what's called a super priority lien. Abuses would happen when a collection agency would turn a $100 past due bill to $5000 of junk fees. Then if a homeowner did not pay they would foreclose. Rutt formed a PAC called Concerned Homeowner Association Members Pac (CHAMP) and raised funds to take on the collection industry. CHAMP then formed alliances and a coalition which included the Nevada Realtors Association, Legal Aid Center, Nevada Homeowner Alliance to lobby the state legislature to block the HOA collection industry attempt to amend NRS 116.3116 (super priority lien). He also worked very hard to bring awareness to the administrative branch that HOA collection agencies were violating state law and abusing homeowners. Rutt personally worked with Governor Sandoval, Attorney General Masto, Director Gail Anderson of Nevada Real Estate Division (NRED), Director George Burns of Financial Institutions Division (FID) in which both NRED and FID have issued advisory opinions on this matter and taken legal action against the abusive HOA collection industry.

In an effort to help homeowners access due process the coalition was instrumental in amending NRS 38 which required a plaintiff to go through a costly arbitration before even

accessing a courtroom. Sometimes these costs have climbed in excess of $20,000 even for such small disputes. The coalition along with the help of NRED Director Gail Anderson, Senator Tick Segarblom, Senator Ruben Kihuen, Senator Michael Roberson, Assemblyman Harvey Munford, and Assemblyman James Ohrenschall this law was amended to only require lower cost mediation.

Recently Rutt has hosted a fundraiser for a world renowned charity called the Wheelchair Foundation which donates wheelchairs to people and children around the world who can't afford them. World leaders and celebrities such as Nelson Mandela, Queek Sirikit of Thailand, and Michael Jackson have also participated in supporting the cause with this foundation. Rutt is also a director of the Las Vegas Children Foundation and assist in raising funds for their annual golf tournament. In 2007-2008 Rutt was also on the National Finance Committee for Hillary Clinton and hosted her in my family's home. In addition, he has campaign and hosted events for candidates from both parties that believed that would help our society such as Governor Sandoval, Senator Harry Reid, Senator Tom Harkin, Senator Byron Dorgan, Mayor Carolyn Goodman, and Attorney General Masto.

Anthony P. Grappo

Anthony "Tony" Grappo was born [redacted] and has been a Las Vegas resident since 1993. Tony is a successful entrepreneur with decades of entrepreneurial and corporate experience. Throughout Tony's career, he has excelled at operating and developing success business concepts across multiple states.

During his time as a Joint Venture Partner ("JVP") for the Outback Steakhouse (1989 – 2014) Tony opened 25 locations across the United States with 17 stores located in the State of Nevada, 5 in Utah, and one in Florida. Upon becoming a JVP for the Outback Steakhouse Tony helped develop, build and operate the first location in the State of Nevada. In 1993 when Tony was developing the first location he acquired his State of Nevada liquor and gaming privileged license which he has held, in good standing, for over 20 years across 17 locations.

During this time period Tony helped grow the Outback Steakhouse to the number one restaurant in the United States generating a company worth of over $1 billion. The stores that Tony operated generated an average of $4 million in revenue annually with around $50 million in revenue annually generated across all stores. This success translated to Tony's employee workforce where he provided college reimbursement programs for employees, and provided them with opportunities to grow with the company; many entry level employees grew with the company to become managers of their restaurants. The Outback Steakhouse is a contributor of over 100 local and nationwide charities including donating profits to the shooting victims fund from the One October tragedy, many charitable events for UNLV, and donating $1 million to veterans through Operation Homefront.

After his time with the Outback Steakhouse Tony retired from the workforce, and focused on helping new restaurants enter the valley. His two most recent involvements include PDQ, a restaurant dedicated to health conscious and fresh food, and Metro Diner, a Florida based family breakfast and lunch diner that caters to locals. Through all of his business ventures in Las Vegas Tony has supported a multitude of local charities through events and contributions. These charitable contributions include; a fundraising cookout for the UNLV football team at UNLV stadium, the Nevada Heart Associations, Green Valley High School, Goody Two Shoes, Habitat for Humanity, Rainbow Foundation, RTC Bike Ride, a cookout at a Thunderbirds Airshow to support military veterans and their families.

Theron Chow

Theron Chow graduated from Indiana University in 2001 with a Bachelors of Science in Business Management. During his time at university, Theron acquired government experience through working at the Contra Costa Superior Court in 1995 to 1999, where he worked in the information technology group. While in the IT department, Theron received hands on experience with cyber security, confidentiality, vulnerability testing, risk analyses and security assessments.

In 2001, Theron began his entrepreneurial endeavors, serving as Vice President and a Board Director of Ergonomic Seating and Products company. He was responsible for managing the strategic planning, operations management and implemented business development efforts for the private small business. He developed and executed sales and marketing strategies that enabled the company to grow its annual revenues by $250,000. This role gave him further experience working with government agencies through the importation and exportation of products including: the Department of Commerce, the State Department, and the Treasury Department.

Theron acts as the President and on the Board of Directors on Blackhawk– Eagle Nest Terrace Association where he leads and manages the homeowners association for a $20M dollar community. He is in charge of day-to-day administration of the association and has the responsibility for the management and operation of the association's business affairs. His responsibilities include leading the Board of Directors meeting, analyzing monthly and quarterly financial statements, reviewing budgets and cash flow, managing vendors and creating the communication newsletter to community members.

Theron began his career in information and technology at Sun Microsystems where he was a project manager for Wireless LAN Security. He was in charge of creating project plan; managing projects resources; and the execution of security implementation. In this role, he managed the security solution for 3 domestic and international manufacturing sites. Afterwards, he began working at Oracle where he was promoted several times until he arrived at his current Director position. He recruited, managed and developed a team of of over 100 Customer Success Managers for Oracle Cloud solutions. Responsible for both the Human Capital Management (HCM) and Enterprise Resource Planning (ERP) product pillars with a portfolio value of $25M. Today, more than 500 government organizations utilize the Oracle Cloud to engage with constituents and modernize government services.

Theron also volunteers in the Austin community, where he worked as part of the Oracle Volunteers program cleaning up Lady Bird Lake. In this capacity, Theron participated in lake clean up efforts to help make the surrounding area more environment friendly.

Kenny Kwok

Kenny Kwoks experience as a business owner and construction manager has shaped him to be an adept leader, communicator, and problem solver. Throughout his career he's had a diverse range of positions and responsibilities in different businesses, including restaurants, hotel management, construction, and retail, where he has developed his abilities such as improving customer service, handling business negotiations, creating sales strategies, and managing employees. He has had the opportunity to expand his experience and knowledge in business, established key relationships, and he obtained professional licenses and permitting.

At W&L Construction, owned by Kenny and his family business partners, he managed tasks and people to complete projects and to mitigate and solve problems in construction, scheduling, and budgeting for projects worth $100 million. He held many responsibilities which included employing and negotiating with subcontractors from over 30 different countries, overseeing site safety while holding a City of New York Fire Safety Permit and a OSHA card, and purchasing of material for new construction and renovation projects. Kenny concurrently managed two projects while mentoring supervisors and monitoring the progress at three other sites. His ability to direct and organize were indispensable for the successful completion of these projects.

During his time at W&L Kenny helped grow the business loan potential through FDIC insured banking establishments from $10 million to $50 million in a single loan. Because Kenny is a primary shareholder, owner, and investor on many of the projects he is constructing he is able to leverage the projected yearly income of the finished projects with the banks, ranging from $500k-900k monthly, alongside successful project deadlines to confidently obtain and justify these loans.

While construction is happening Kenny spends most of his days onsite or providing secondary training to his 80+ employees. The day to day operations consist of working with state and local inspectors to ensure the site is not violating any building codes, ensure adequate safety for staff and future tenants, and to work with city officials to maintain necessary building permits for the projects. In addition to this Kenny employes a large range of ethnicities from over 30 different countries and must communicate between them all. This poses a unique challenge for obtaining safety cards and OSHA training, so Kenny volunteers his time to the local trainers to translate the class for the mandarin speaking students. Kenny helped create a program through W&L to offer long standing or contracted employees college reimbursements.

From 2015-2016, he began coordinating and developing a business plan and network to start up a company in California to grow cannabis legally. Due to the long process for obtaining licenses and permits and finding a location he decided to start by selling supplies and equipment to cannabis growers. In 2016, he raised $2 million from investors to start Genesis Hydroponics in Sacramento where he managed the daily operations. Kenny has grown the business from one location, three employees, and

generating $3 million in revenue annually to three locations in three cities; Los Angeles, Denver, and Sacramento over 25 employees, and generating $36 million revenue annually. Because hydroponic stores have the potential to carry and sell potentially harmful pesticides, Kenny has to work with each states Department of Agriculture to ensure proper handling. He has maintained a good standing with each states Department of Agriculture by avoiding the sales of non-organic pesticides to ensure no gardes, streams, or runoff are contaminated with chemicals that are deadly to humans and wildlife.

While working in the hydroponics industry, he expanded my network in hydroponics and cannabis throughout California, Colorado, Nevada, and Washington which led him to connecting with the owners and members from Green Therapeutics (GT). During that time, he was formalizing partnerships with investors in New York who were interested in obtaining licenses and starting a legal cannabis grow in California, but meeting GT led to preferable opportunities for their investment. In 2017, Kenny became a partner in GT and has been contributing with business strategizing and bringing in investors.

In addition to his professional work experience Kenny has developed avenues for charitable contributions for different relief funds. Through Kenny's family restaurants he has held multiple fundraising events for third world countries that were affected by disasters. These funds were to help families that were hit by earthquakes, tsunamis, or other natural disasters to provide them with food and shelters. These charity events have raised upwards of $300k per event.

Angie Lim Narrative

Angie Lim was born in Hollywood, California on [redacted]. In 2008 Angie Lim moved to Las Vegas, Nevada and began working with Tao and Marquee Nightclub as the Promotions, Marketing, and VIP Services Manager. During her time working with Tao she managed a large teams of people to develop compliant marketing and promotion materials and strategies. Through her time with Tao group she assisted in generating $55 million annually.

Angie left the Tao Group in 2013 to continue her career in nightlife and hospitality with the Wynn Group at XS & Tryst Nightclub as the promotions, marketing, and VIP services manager. While her functions stayed the same, she continued to gain unparalleled experience in management. She also refined her skillset as a manager of nightlife and hospitality which helped XS generate over $100 million in revenue.

In 2015 Angie became the Assistant Director of Promotions, Marketing and VIP services for the Hakkasan group under MGM Properties. Angie managed nine individual properties for Hakkasan group including nightclubs and day club pools such as Hakkasan, Omnia, Jewel, The Bank, and Wet Republic and had a team of 100 people with 9 supervisors. During this time Angie was responsible for managing the nightlife and hospitality industry wide change in regulations where the Nevada Alcohol and Gaming Board became the regulatory body for the industry. Angie was responsible for ensuring that her department was complaint which included having her team all obtain TANF card, food handlers and health cards, and their Nevada Alcohol and Gaming licenses; this required Angie to restructure her department to ensure compliance. Her primary responsibility at these establishments were to ensure venues were full and meeting their capacity, performing the end of night counts and reporting of cash flow and customer flow, and ensuring compliance with the Nevada Alcohol and Gaming Board. The Hakkasan group was generating $103 million annually with the assistance of Angie through the Hakkasan group.

Since leaving the Hakkasan group in 2017, Angie has obtained her real estate license and became an owner and business administrator of Green Therapeutics LLC ("GT") At GT Angie has been responsible to ensure all company employees are compliant agents of the State of Nevada as the agent card designee and designated representative of GT to all of the local governing bodies including; Unincorporated Clark County, City of North Las Vegas, City of Las Vegas, and the Nevada Department of Taxation. She is also responsible for maintaining the all state and local business licenses, as well as working with Department of Taxation auditors and inspectors. As the Business Administrator, Angie manages Human Resource compliance including payroll, hiring and firing of employees, training staff of HR functions, and maintaining compliant and adequate insurance coverage for the business and staff. In addition to working with the Department of Taxation for recreational and medical marijuana, Angie calculates and submits GT's quarterly taxes to the Nevada State Department of Taxation.

Angie has held her real estate license, in good standing, for one year. During this time she has sold $3 million in local residential real estate, and is currently building a clientele while managing GT. Angie is also involve in local charities such as Green Our Planet; who helps build gardens at schools across the Las Vegas valley to educate children on the life cycles of plants and having sustainable gardens, Serving Our Kids; who packages meals for children in need so that they can have food to eat outside of normal school days, and the Time Travelers Foundation; who help people suffering from epilepsy with their daily needs and medical bills. In addition to these larger charities Angie makes small contributions through clothing donations to Shade Tree; a local organization dedicated to helping women and children who are victims of domestic violence or abuse, and by hosting toy drives for local underprivileged children during the holidays so that they can enjoy the holidays with gifts from their family.

Madison Newhard

Madison started working at 15 years young at a restaurant called Beach Pizza in 2007. By the age of 16 she quickly became the store supervisor. Her duties as the supervisor included opening/closing the store, customer service, employee management, cash management, and general operations management. Madison's four years of work experience at Beach Pizza helped her gain the skills to find new management opportunities.

Madison became a Service Advisor at Terribles Car Wash. She became a medical marijuana patient as a result of a hernia surgery that resulted in nerve damage in a quarter of her body in 2013. At the age of 22 she was promoted to be an assistant manager. Madison was recruited to open a new car wash as an assistant manager.

Madison began her involvement in the Nevada Medical Marijuana industry at Pisos dispensary in June of 2016. Cannabis had become a passion because of its impact in managing her nerve damage pain. Madison was a supervisor at Pisos dispensary and had the duties were to make weekly schedules, run breaks, make large cash drops, providing friendly and knowledgeable information to the patients, and to open or close the facility. In October 2016 she got the opportunity to become a key employee at another MME.

Madison began to work at Thrive Cannabis dispensary in October 2016. Madison was already a key employee, when in May 2017, she was promoted to be the downtown store manager for their dispensary. Thrive again promoted her to be their general retail manager at their North Las Vegas location within 3 months of her last promotion. On July 1,2017, when recreational cannabis was legal for purchase, Madison was responsible for overseeing all operations in the dispensary and responsible for managing the transition to adult use marijuana. Madison's responsibilities included: Compliance, finance/accounting, inventory control, security, human resources, and management of overall day to day operations. Thrive had an average of 1000 customers/patients and Madison was able to reduce the wait from 45 minutes to 10 minutes. Madison would ensure that her staff was educated on the new products for sale. She would manage any disputes, conflicts and concerns of both employees and customers. Madison collaborated with the inventory manager and maintained the seed to sale tracking and inventory maintenance. In addition to verifying the current inventory, Madison was responsible for diversion prevention of products, and communicating with local law enforcement and the Department of Taxation.

Madison was in charge of maintaining cash, counting 5 to 10 register swaps a day, and accounts payable. Most importantly, Madison would work with the Nevada Department of Taxation for random audits and inspection. She would guide them through the dispensary as the Department of Taxation employees would check to confirm the operations state compliance. During the inspections Madison demonstrated her knowledge of inventory transfers, product labeling, licensing requirements, seed to sale management, and security/safety of product and personnel. Madison was responsible for corresponding with the State and developing corrective action plans in response to the States requests. Leaving Thrive in February of 2018, Madison was excited to start her new opportunity learning cultivation and production operations.

Madison started with Green Therapeutics in April 2018 with the long term intention to play a key role in its dispensary operations. Her primary responsibility at Green Therapeutics is accurate weighing and measuring of all products, ranging from trimmed/manicured flower, to edibles, to distillate. She is

responsible for ensuring that every cultivation/production product is labeled with proper test results, company labels and put into the final container for sale to stay compliant with the Department of Taxation. Today, Madison hopes to utilize her extensive dispensary experience coupled with her understanding of the cultivation and production to run a world class dispensary operation. She continues to study and educate others on how cannabis helps humans. Her skills through all aspects of Nevada cannabis industry makes her a tremendous asset for Green Therapeutics potential dispensary operation.

Jordan Stroum

Jordan Stroum was born in Los Angeles, CA and lived there for the first ten years of my life. His mother then moved the family to her hometown of Newton, Massachusetts. In 1998, Jordan moved from Newton to Las Vegas. Jordan lived with his father, stepmother and younger brother until graduating from Bonanza High School in the spring of 2000. He attended the University of Nevada, Las Vegas where he was a finance major until 2005. He grew up playing sports year-round, including baseball, basketball and football. As an adult, he's replaced those sports with golf and other activities such as hiking and camping.

Jordan's professional career started while he was in college at UNLV. In early 2001, he started working at the Nevada Broadcasters Association ("NBA"). NBA is a non-profit organization whose mission is to be a comprehensive resource for the broadcasting industry in Nevada. In a small company of seven employees, we all wore many hats. His everyday duties included finance and sales oversight. He also assisted in producing the president's weekly community affairs radio program, *Observations*. In sales, Jordan worked with the NCSA ("Non-Commercial Sustaining Announcement") clients, primarily state agencies and other local non-profit organizations. The NBA's largest fundraising activity is the Annual Hall of Fame Gala. The NCSA used the proceeds from this event to provide scholarship money for broadcasting students at UNLV. One of his favorite experiences was being able to assist Robert Fisher and Adrienne Abbott in writing and implementing Nevada's Emergency Alert and AMBER Alert systems. Jordan and the team frequently drove around the state on rural outreach programs to meet with broadcasters in Ely, Elko, Winnemucca, Tonopah, Fallon, Carson City and Reno. They would also lobby local and state representatives regularly, and once a year, travel to Washington, DC to meet with officials on Capitol Hill.

Jordan accepted a position bussing tables in 2007 at The Light Group's newest venue, The Bank. After six months he was promoted into management, and he spent the next three years managing various operations and sales teams. From there, the CEO and CFO created a new position for Jordan, special projects manager with a focus on finance. he reported directly to them on several different growth projects. A year later, he was promoted to director of operations where he remained for the rest of his time. Jordan was able to vastly expand my knowledge of regulation and business management from his time at The Light Group.

In 2014, he was hired as General Manager of MA & Associates, LLC (formerly Steep Hill Nevada) which was awarded an independent laboratory license in Las Vegas. The experience he gained assisting with the application and regulatory filings makes him familiar with the state's regulatory requirements. During this time he worked with local authorities having jurisdictions to obtain fire permits, for handling highly combustible gasses, obtaining building permits, and approvals through the Nevada Department of Health. Jordan worked closely with the Nevada Department of Public and Behavioral Health to ensure that the development of Steep Hill was compliant with NRS 453a and NAC 453a.

Jordan was hired to be the Lab Director for one of Green Therapeutics' production licenses. After six months, and some significant strategic changes, his position pivoted to Director of Operations. For the last six months, he's worked with the wonderful team at Green Therapeutics to build two new brands from

scratch. He continue to manage the daily administrative, sales and logistics aspects of the business, as well as serve as a team member in various growth projects. Jordan currently handles many interactions with the Department of Taxation such as; managing inspections and audits, submitting facility change requests, submitting new products for approval, obtaining approvals for brand designs.

When Jordan was 17, I was diagnosed with Crohn's Disease, a potentially life-threatening form of inflammatory bowel disease. He had emergency surgery at Mountain View Hospital to remove/treat an infection in his abdomen. he struggled with weight loss and flare-ups for years after his surgery. None of the pharmaceutical drugs that he was prescribed have alleviated the symptoms that accompany the flare-ups. Cannabis has provided him with relief from the symptoms, as well as helped him manage the disease into remission. Jordan is motivated to learn more about why this plant is helping him so much. And is eager educate the public on it's positive and negative effects from his own personal experience, and hopefully one day clinical data.

Jason Negrette

Jason Negrette is an example of an individual that strives for success in the many facets of products operations and financial accuracy. He started his career at the company that invented biotechnology, in 2004, and quickly rose through the ranks as an operational standard for success. He learned to manufacture 13 marketed biologic products as well as operational steps like liquid chromatography, tangential flow filtration, quality control, quality assurance, and enterprise resource planning. Jason was accepted into a leadership role as a technical lead and strove to develop newer individuals on how to successfully operate large scale processing machinery, extremely sensitive chemical equipment, and accurate recording of SAP systems. He became familiar with the clinical approval process and increased his work load as the machinery her worked on continued to shrink in scale. Throughout his time at Genentech, he volunteered at corporate functions to donate blood and plasma, disaster relief training, first responder/hazwoper training, and gave his time to feed the homeless.

In 2010, Jason left Genentech and started working at another biotechnology company called BioMarin in a process development role. He helped the operation achieve department goals and communicate with local and state regulatory agencies around business unit success. He continued to operate the machinery necessary to manipulate antibodies into medicine but changed his focus towards understanding the electromechanical processes necessary to make a human machine interface function. He became the go to technician for software and hardware bugs and started his passion for formulation by fixing chromatography systems for staff scientists. These interactions led Jason to get involved with corporate functions in voluntary roles to serve the community and educate individuals on the amazing products biotechnology provides.

Through his interaction with the community, a Waters service engineer asked if he would be interested in fixing analytical machinery in a field service setting. He did not hesitate. While working at Waters corporation, Jason honed his customer service and technical skills learning how to develop accurate expectations and over deliver on service deliverables. Jason had government clearance while providing world class service to customers like Lawrence Livermore Labs, Stanford Linear Accelerator, Stanford Research Institute, Berkeley Mass Spectrometry Laboratory, the Environmental Protection Agency, the USDA, multiple hospital toxicology labs, and several ballistic labs for Sheriffs around the country. One of Jason's most memorable experiences is working in a class A suite, at a government facility in Berkeley, around several deadly viruses.

From there, Jason was drafted into the cannabis space as the vice president of technical operations for a research company in Berkeley called C3 Analytical. While at that company, he provided field technical training and lab startup activities to newly developed cannabis processing facilities. When he was not in the field, he was in his lab developing novel cannabis formulations backed by validated analytical data. Jason and his partners started a cannabis flavor house which focused on providing accurate formulated terpene blends to the market backed by GCMS/Nist database precision. With his colleagues, Jason donated time to teach kids basic chemistry techniques and donated money to several Berkeley after school functions that provided safe places for kids to hangout and learn about careers in science.

Jason then moved to the desert to develop a new lab with his partners at Green Therapeutics. He arrived to dirt floors and with the help of an amazing lab staff, developed a new cannabis brand called "Provisions" which focuses on community education and transparency in ingredients as well as robust validated analytical data to show the safety and efficacy of the products that are provided to the market. Jason continues to research novel ways of formulating clean safe products that will provide relief to his clients or just allow them to blow off a little stress. Biotechnology processes are still apparent in his lab as the products that are produced are of the highest caliber available to the market.

Jason continues to research new techniques and experiment with new raw materials in a journey to make products that provide relief to chronic pain sufferers and autoimmune disease patients. He can be found on a typical day in the formulation lab behind his ultra purification liquid chromatography system validating the accuracy of his products and testing the accuracy of his new formulations.

Jason Librot Narrative

Jason Librot graduated from University of Florida, Gainesville with a Bachelor's of Science in Agricultural Operations Management. In June of 2013 Jason began working with a start-up cannabis company, called United for Care, as a Market Research Analyst located in Florida. Jason's role as a market research analyst was vital for the company as he was responsible for monitoring and reporting market trends within their company, in their area, and across the United States. Through the use of custom built spreadsheets, Jason generated live-updating financial statements to show the company stakeholders the health of the business. The reports were also used to justify market research trends, developing emerging business strategies, and ultimately creating the initial business plan.

In 2015 Jason began working as a Financial Center Service Representative for Bank of America. Bank of America is one of the largest banking establishments in the United States and are regulated by multiple agencies including: The Florida Office of Financial Regulations, NCUA, FDIC, and the Federal Reserve. Jason was responsible for managing day-to-day customer transactions, educating customers on how to maximize their monetary benefits of banking through the establishment, and educating customers on their interest rates for their savings accounts and loans. He would also help new potential customers understand the available products that Bank of America offered including the specific nuances of opening an account and potential risks of loans. During daily operations Jason was responsible for maintaining a meticulously balanced cash drawer to minimize risk of theft and robbery, but also remain convenient for customer needs. This cash was intensely scrutinized by internal auditors and regulatory bodies, but Jason never had an issue even when handling large amount of money due to his integrity and accountability.

In 2016 Jason moved to Las Vegas, Nevada to enter the newly developing Medical Marijuana Industry. He found a role as a Dispensary Manager for Silver Sage Wellness where he thrived. Jason managed dispensary staff, schedules, inventory, and patient relations. He also served as a role model and resource for dispensary staff concerning products and services, policies and procedures, industry news, and changes in regulations. Jason successfully delegated tasks to cashiers, dispensary agents and patient coordinators in order to maintain a compliant and clean facility. He also was a liaison between the dispensary and upper management to ensure accurate information was communicated to dispensary staff as well as to let the management team know the needs of the dispensary. Through his time as Dispensary Manager he maintained accurate records of all dispensary activities including patient records, sales, inventory reports, and delivery manifests. Jason ran a compliant dispensary under the regulations of the Nevada Department of Public and Behavioral Health, and had multiple successful audits and inspections.

As Silver Sage Wellness grew Jason's skillset was needed in a newly developed position, Production Manager. Jason was responsible for designing and managing a wholesale inventory control system that was compliant with the Departments of Public and Behavioral Health's and Department of Taxation's emerging regulations. During this time the industry changed

dramatically as the laws allowed for both medical and recreational marijuana sales. Also during this time Jason was responsible for designing new compliant packaging materials and educating the inventory staff to the emerging regulatory changes. In addition to these functions he managed departmental expenses and invoices including: intake of cash, payroll, and cash deposits. Because he maintained the inventory for the company, Jason was responsible for facilitating the exchange of goods and information between the cultivation license, production licenses, the dispensary license, and their patients or recreational customers.

Through Jason's personal and professional experience he recognizes the health and social benefit of responsible cannabis use. He personally has done countless hours of research into the potential medical benefits, and potential health hazards. Jason believes that if he could affect just one person's life positively with cannabis then he has done his part.

Adam Grill is a a responsible cannabis supporter, enthusiast, and professional. Adam has cultivated a detailed knowledge and love of the cannabis industry throughout the duration of his adult life. Adam has experience within the Nevadan cannabis industry, having been a sales and customer service associate at Medizin, a premier cannabis dispensary in Las Vegas prior to his employment at Green Therapeutics, where he worked directly with the state government in tandem with a private business to provide cannabis safely and efficiently to the public. This also involved Adam educating himself and the public of guidelines and routines that are state law, including a focus on diversion prevention, as well as the coordination of these guidelines with BioTrack and Metrc. While at Medizin Adam became acquainted with all of the state laws regarding cannabis transactions with his handling, storage, and sales of the product.

With Adam's time at Green Therapeutics, he has developed a detailed understanding of organizing and handling METRC tags and their relation to products by being involved in numerous aspects of the business, from packaging and quality control, to marketing and sales. Adam has a detailed understanding of the proper handling of cannabis products from it's trimming stage all the way until it is handed to a customer in a dispensary. Adam's responsibilities with Green Therapeutics have directly related to maintaining strict adherence of state policies.

His belief in the relief that the plant provides is absolute, having medicated for a multitude of reasons including anxiety, creativity, focus, and most recently: chronic pain due to illness. Adam has been consistently medicating for the majority of his adult life, as he believes that it is a medicine that brings people enlightenment, peace, quality of life, and ultimately joy. Educating his community about the medicinal effects of cannabis is a primary focus of his career, and he believes his talents and abilities are most adeptly utilized and expressed with Green Therapeutics.

Adam has been a sales and customer service associate, as well as a musician and performer for the better part of the last decade. He has been a part of numerous successful and lucrative musical projects, where Adam maintained roles as manager, lead songwriter, graphic designer, and social media marketer. Having these responsibilities improved and highlighted Adam's abilities in teamwork, networking, communication, customer service, understanding, bargaining, sacrifice, and humility. These experiences allowed Adam the fortune of interacting with his community, by helping to be a part of organizing several benefit performances and shows. This involvement also helped further acquaint Adam with his local government, as many live performances and performance venues require state involvement for permits and guidelines.

Adam has been an independent contractor for both audio production and print production for the past 8 years, which required him to sell his services directly to his clients as well as maintaining these same accounts. Adam has also been the supervisor or manager for several businesses, and still retains that title in an on-call capacity. This confluence of experiences has helped Adam to become a responsible, thoughtful, and capable teammate and leader for his personal and private businesses, and the

translation to broader utilizations has been universal.

With Adam's background of recreational and medicinal cannabis use, he feels compelled to be a part of the cannabis industry. Adam's experience provides a variety of perspectives and information that he would like to share in every way that he can, and he believes that Green Therapeutics represents the absolute best in the industry to contribute his efforts.

Jesse Bostic

Jesse Bostic began his professional career as a Slot Manager for Eclipse Route Operations in 2012. Jesse was responsible for a team of three slot technicians and four cash route drop guards. Jesse and his team installed full gaming setups at gambling establishments that were compliant with Nevada Gaming regulations and local county laws. He was also responsible for collecting all of the cash from the slot machines and bringing it the appropriate drop points. During his time with Eclipse Route Operations Jesse did not have any diverted cash or losses of property. He left his role at Eclipse in 2015 for an opportunity in the newly legal and regulated Nevada Medical Marijuana Industry.

Jesse Bostic has been a pioneer for the State of Nevada marijuana industry beginning his career at Nevada Pure as the lead cultivator. After two months of working at Nevada Pure, Jesse was promoted to the Senior Cultivation Manager. With his new role Jesse undertook all of the regulatory responsibility for the cultivation facility including maintaining compliance with OSHA standards, Nevada Department of Public and Behavioral Health regulations, Unincorporated Clark County regulations, and the Local Fire Authority. His daily tasks revolved around managing 29 staff members, and maintaining their facility specific agent cards, with roles ranging from cultivation and trimming, to inventory control and sales. Jesse was ultimately responsible for maintaining compliance amongst each of his staff and their respective sub-department. Because he is a responsible operator, when Jesse or his team needed to use pesticides he consulted the Nevada Department of Agriculture to ensure everything he used was allowable and safe for humans and animals. During his time at Nevada Pure he had 1 year of successful harvests in the 40,000 sq.ft. grow, producing safe and healthy cannabis for medical dispensary.

In September of 2016 Jesse joined the team of Green Therapeutics LLC as the Director of Cultivation where he has been responsible for all operations of company wide cultivation. Jesse maintained a complaint operations through his first year of operations with the DPBH, and handled the transition from medical facility to a recreational facility. This transition required Jesse to learn a new state compliant inventory control system (METRC), educate his staff of 15 employees on the new regulations, and perform a yearly inspection and audit with the Department of Taxation. After the transition from medical to recreational he has designed over 70,000 sq. ft. of cultivation canopy space while maintaining full compliance with NRS 453A, NAC 453A, NRS 453D and NAC 453D. Jesse has had multiple deficiency free inspections/audits and has had 2 years worth of successful,and compliant, harvests at Green Therapeutics. Using METRC and BioTrackTHC, Jesse maintains a compliant garden that tracks the growth of the plant from seed to sale.

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5.2.10.6
A Request and Consent to Release Application Form for Recreational Marijuana Establishment License(s) for each owner, officer, and board member should be completed for each individual named in this application (Attachment D).

STATE OF NEVADA
DEPARTMENT OF TAXATION
Web Site: https://tax.nv.gov
1550 College Parkway, Suite 115
Carson City, Nevada 89706-7937
Phone: (775) 684-2000 Fax: (775) 684-2020

RENO OFFICE
4600 Kietzke Lane
Building L, Suite 235
Reno, Nevada 89502
Phone: (775) 687-9999
Fax: (775) 688-1303

BRIAN SANDOVAL
Governor
JAMES DEVOLLD
Chair, Nevada Tax Commission
WILLIAM D. ANDERSON
Executive Director

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HENDERSON OFFICE
2550 Paseo Verde Parkway, Suite 180
Henderson, Nevada 89074
Phone: (702) 486-2300
Fax: (702) 486-3377

ATTACHMENT D
REQUEST AND CONSENT TO RELEASE APPLICATION FORM
RECREATIONAL MARIJUANA ESTABLISHMENT LICENSE

I, Duke Fu, am the duly authorized representative of Green Therapeutics LLC to represent and interact with the Department of Taxation (Department) on all matters and questions in relation to the Nevada Recreational Marijuana Establishment License(s) Application. I understand that R092-17, Sec. 242 makes all applications submitted to the Department confidential but that local government authorities, including but not limited to the licensing or zoning departments of cities, towns or counties, may need to review this application in order to authorize the operation of an establishment under local requirements. Therefore, I consent to the release of this application to any local governmental authority in the jurisdiction where the address listed on this application is located.

By signing this Request and Consent to Release Application Form, I hereby acknowledge and agree that the State of Nevada, its sub-departments including the Department of Taxation and its employees are not responsible for any consequences related to the release of the information identified in this consent. I further acknowledge and agree that the State and its sub-departments and its employees cannot make any guarantees or be held liable related to the confidentiality and safe keeping of this information once it is released.

Signature of Requestor/Applicant or Designee Date: 7/27/18

State of Nevada

County of Clark

Signed and sworn to (or affirmed) before me on 7/23/18 (date)

By Duke Fu (name(s) of person(s) making statement)

ANTHONY DEMEO
Notary Public-State of Nevada
APPT. NO. 15-1033-1
My App. Expires October 02, 2018

Notary Stamp

Signature of notarial officer

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

STATE OF NEVADA
DEPARTMENT OF TAXATION
Web Site: https://tax.nv.gov
1550 College Parkway, Suite 115
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Governor
JAMES DEVOLD
Chair, Nevada Tax Commission
WILLIAM D. ANDERSON
Executive Director

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HENDERSON OFFICE
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Henderson, Nevada 89074
Phone: (702) 486-2300
Fax: (702) 486-3377

ATTACHMENT D
REQUEST AND CONSENT TO RELEASE APPLICATION FORM
RECREATIONAL MARIJUANA ESTABLISHMENT LICENSE

I, Amy Fu, am the duly authorized representative of Green Therapeutics LLC to represent and interact with the Department of Taxation (Department) on all matters and questions in relation to the Nevada Recreational Marijuana Establishment License(s) Application. I understand that R092-17, Sec. 242 makes all applications submitted to the Department confidential but that local government authorities, including but not limited to the licensing or zoning departments of cities, towns or counties, may need to review this application in order to authorize the operation of an establishment under local requirements. Therefore, I consent to the release of this application to any local governmental authority in the jurisdiction where the address listed on this application is located.

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Date: 08/01/18

Signature of Requestor/Applicant or Designee

State of Nevada

County of Clark

Signed and sworn to (or affirmed) before me on 08/01/18 (date)

By Amy Fu (name(s) of person(s) making statement)

ANTHONY DEMEO
Notary Public-State of Nevada
APPT. NO. 15-1033-1
My App. Expires October 02, 2018

Notary Stamp

Signature of notarial officer

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

STATE OF NEVADA
DEPARTMENT OF TAXATION
Web Site: https://tax.nv.gov
1550 College Parkway, Suite 115
Carson City, Nevada 89706-7937
Phone: (775) 684-2000 Fax: (775) 684-2020

RENO OFFICE
4600 Kietzke Lane
Building L, Suite 235
Reno, Nevada 89502
Phone: (775) 687-9999
Fax: (775) 688-1303

BRIAN SANDOVAL
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Chair, Nevada Tax Commission
WILLIAM D. ANDERSON
Executive Director

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Grant Sawyer Office Building, Suite1300
555 E. Washington Avenue
Las Vegas, Nevada 89101
Phone: (702) 486-2300 Fax: (702) 486-2373

HENDERSON OFFICE
2550 Paseo Verde Parkway, Suite 180
Henderson, Nevada 89074
Phone: (702) 486-2300
Fax: (702) 486-3377

ATTACHMENT D
REQUEST AND CONSENT TO RELEASE APPLICATION FORM
RECREATIONAL MARIJUANA ESTABLISHMENT LICENSE

I, Michael Sumiyoshi, am the duly authorized representative of Green Therapeutics LLC to represent and interact with the Department of Taxation (Department) on all matters and questions in relation to the Nevada Recreational Marijuana Establishment License(s) Application. I understand that R092-17, Sec. 242 makes all applications submitted to the Department confidential but that local government authorities, including but not limited to the licensing or zoning departments of cities, towns or counties, may need to review this application in order to authorize the operation of an establishment under local requirements. Therefore, I consent to the release of this application to any local governmental authority in the jurisdiction where the address listed on this application is located.

By signing this Request and Consent to Release Application Form, I hereby acknowledge and agree that the State of Nevada, its sub-departments including the Department of Taxation and its employees are not responsible for any consequences related to the release of the information identified in this consent. I further acknowledge and agree that the State and its sub-departments and its employees cannot make any guarantees or be held liable related to the confidentiality and safe keeping of this information once it is released.

Michael Sumiyoshi Date: 08/01/18
Signature of Requestor/Applicant or Designee

State of Nevada

County of Clark

Signed and sworn to (or affirmed) before me on 08/01/18 (date)

By Michael Sumiyoshi (name(s) of person(s) making statement)

ANTHONY DEMEO
Notary Public-State of Nevada
APPT. NO. 15-1033-1
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Fax: (702) 486-3377

ATTACHMENT D
REQUEST AND CONSENT TO RELEASE APPLICATION FORM
RECREATIONAL MARIJUANA ESTABLISHMENT LICENSE

I, Angie Lim, am the duly authorized representative of Green Therapeutics LLC to represent and interact with the Department of Taxation (Department) on all matters and questions in relation to the Nevada Recreational Marijuana Establishment License(s) Application. I understand that R092-17, Sec. 242 makes all applications submitted to the Department confidential but that local government authorities, including but not limited to the licensing or zoning departments of cities, towns or counties, may need to review this application in order to authorize the operation of an establishment under local requirements. Therefore, I consent to the release of this application to any local governmental authority in the jurisdiction where the address listed on this application is located.

By signing this Request and Consent to Release Application Form, I hereby acknowledge and agree that the State of Nevada, its sub-departments including the Department of Taxation and its employees are not responsible for any consequences related to the release of the information identified in this consent. I further acknowledge and agree that the State and its sub-departments and its employees cannot make any guarantees or be held liable related to the confidentiality and safe keeping of this information once it is released.

Signature of Requestor/Applicant or Designee Date: 08/01/18

State of Nevada

County of Clark

Signed and sworn to (or affirmed) before me on 08/01/18 (date)

By Angie Lim (name(s) of person(s) making statement)

ANTHONY DEMEO
Notary Public-State of Nevada
APPT. NO. 15-1033-1
My App. Expires October 02, 2018

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Signature of notarial officer

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Phone: (702) 486-2300
Fax: (702) 486-3377

ATTACHMENT D
REQUEST AND CONSENT TO RELEASE APPLICATION FORM
RECREATIONAL MARIJUANA ESTABLISHMENT LICENSE

I, Jordan Stroum, am the duly authorized representative of Green Therapeutics LLC to represent and interact with the Department of Taxation (Department) on all matters and questions in relation to the Nevada Recreational Marijuana Establishment License(s) Application. I understand that R092-17, Sec. 242 makes all applications submitted to the Department confidential but that local government authorities, including but not limited to the licensing or zoning departments of cities, towns or counties, may need to review this application in order to authorize the operation of an establishment under local requirements. Therefore, I consent to the release of this application to any local governmental authority in the jurisdiction where the address listed on this application is located.

By signing this Request and Consent to Release Application Form, I hereby acknowledge and agree that the State of Nevada, its sub-departments including the Department of Taxation and its employees are not responsible for any consequences related to the release of the information identified in this consent. I further acknowledge and agree that the State and its sub-departments and its employees cannot make any guarantees or be held liable related to the confidentiality and safe keeping of this information once it is released.

Date: 08/01/18

Signature of Requestor/Applicant or Designee

State of Nevada

County of Clark

Signed and sworn to (or affirmed) before me on 08/01/18 (date)

By Jordan Stroum (name(s) of person(s) making statement)

ANTHONY DEMEO
Notary Public-State of Nevada
APPT. NO. 15-1033-1
My App. Expires October 02, 2018

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Signature of notarial officer

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ATTACHMENT D
REQUEST AND CONSENT TO RELEASE APPLICATION FORM
RECREATIONAL MARIJUANA ESTABLISHMENT LICENSE

I, Theron Chow, am the duly authorized representative of Green Therapeutics LLC to represent and interact with the Department of Taxation (Department) on all matters and questions in relation to the Nevada Recreational Marijuana Establishment License(s) Application. I understand that R092-17, Sec. 242 makes all applications submitted to the Department confidential but that local government authorities, including but not limited to the licensing or zoning departments of cities, towns or counties, may need to review this application in order to authorize the operation of an establishment under local requirements. Therefore, I consent to the release of this application to any local governmental authority in the jurisdiction where the address listed on this application is located.

By signing this Request and Consent to Release Application Form, I hereby acknowledge and agree that the State of Nevada, its sub-departments including the Department of Taxation and its employees are not responsible for any consequences related to the release of the information identified in this consent. I further acknowledge and agree that the State and its sub-departments and its employees cannot make any guarantees or be held liable related to the confidentiality and safe keeping of this information once it is released.

Theron Chow Date: 08/01/18
Signature of Requestor/Applicant or Designee

State of Nevada
County of Clark
Signed and sworn to (or affirmed) before me on 08/01/18 (date)
By Theron Chow (name(s) of person(s) making statement)

ANTHONY DEMEO Notary Public-State of Nevada APPT. NO. 15-1033-1 My App. Expires October 02, 2018	
Notary Stamp	Signature of notarial officer

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ATTACHMENT D
REQUEST AND CONSENT TO RELEASE APPLICATION FORM
RECREATIONAL MARIJUANA ESTABLISHMENT LICENSE

I, Rutt Premsrirut, am the duly authorized representative of Green Therapeutics LLC to represent and interact with the Department of Taxation (Department) on all matters and questions in relation to the Nevada Recreational Marijuana Establishment License(s) Application. I understand that R092-17, Sec. 242 makes all applications submitted to the Department confidential but that local government authorities, including but not limited to the licensing or zoning departments of cities, towns or counties, may need to review this application in order to authorize the operation of an establishment under local requirements. Therefore, I consent to the release of this application to any local governmental authority in the jurisdiction where the address listed on this application is located.

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Rutt Premsrirut Date: 08/01/18
Signature of Requestor/Applicant or Designee

State of Nevada
County of Clark
Signed and sworn to (or affirmed) before me on 08/01/18 (date)
By Rutt Premsrirut (name(s) of person(s) making statement)

ANTHONY DEMEO
Notary Public-State of Nevada
APPT. NO. 15-1033-1
My App. Expires October 02, 2018

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Fax: (702) 486-3377

ATTACHMENT D
REQUEST AND CONSENT TO RELEASE APPLICATION FORM
RECREATIONAL MARIJUANA ESTABLISHMENT LICENSE

I, Anthony Grappo, am the duly authorized representative of Green Therapeutics LLC to represent and interact with the Department of Taxation (Department) on all matters and questions in relation to the Nevada Recreational Marijuana Establishment License(s) Application. I understand that R092-17, Sec. 242 makes all applications submitted to the Department confidential but that local government authorities, including but not limited to the licensing or zoning departments of cities, towns or counties, may need to review this application in order to authorize the operation of an establishment under local requirements. Therefore, I consent to the release of this application to any local governmental authority in the jurisdiction where the address listed on this application is located.

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Signature of Requestor/Applicant or Designee Date: 08/01/18

State of Nevada

County of Clark

Signed and sworn to (or affirmed) before me on 08/01/18 (date)

By Anthony Grappo (name(s) of person(s) making statement)

ANTHONY DEMEO
Notary Public-State of Nevada
APPT. NO. 15-1033-1
My App. Expires October 02, 2018

Notary Stamp

Signature of notarial officer

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DEPARTMENT OF TAXATION
Web Site: https://tax.nv.gov
1550 College Parkway, Suite 115
Carson City, Nevada 89706-7937
Phone: (775) 684-2000 Fax: (775) 684-2020

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Phone: (702) 486-2300
Fax: (702) 486-3377

ATTACHMENT D
REQUEST AND CONSENT TO RELEASE APPLICATION FORM
RECREATIONAL MARIJUANA ESTABLISHMENT LICENSE

I, kenny kwok, am the duly authorized representative of Green Therapeutics LLC to represent and interact with the Department of Taxation (Department) on all matters and questions in relation to the Nevada Recreational Marijuana Establishment License(s) Application. I understand that R092-17, Sec. 242 makes all applications submitted to the Department confidential but that local government authorities, including but not limited to the licensing or zoning departments of cities, towns or counties, may need to review this application in order to authorize the operation of an establishment under local requirements. Therefore, I consent to the release of this application to any local governmental authority in the jurisdiction where the address listed on this application is located.

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Date: 07/28/18

Signature of Requestor/Applicant or Designee

State of Nevada

County of Clark

Signed and sworn to (or affirmed) before me on 07/28/18 (date)

By kenny kwok (name(s) of person(s) making statement)

ANTHONY DEMEO
Notary Public-State of Nevada
APPT. NO. 15-1033-1
My App. Expires October 02, 2018

Notary Stamp

Signature of notarial officer

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

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DEPARTMENT OF TAXATION
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Phone: (702) 486-2300
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ATTACHMENT D
REQUEST AND CONSENT TO RELEASE APPLICATION FORM
RECREATIONAL MARIJUANA ESTABLISHMENT LICENSE

I, Adam Christopher Grill, am the duly authorized representative of Green Therapeutics LLC to represent and interact with the Department of Taxation (Department) on all matters and questions in relation to the Nevada Recreational Marijuana Establishment License(s) Application. I understand that R092-17, Sec. 242 makes all applications submitted to the Department confidential but that local government authorities, including but not limited to the licensing or zoning departments of cities, towns or counties, may need to review this application in order to authorize the operation of an establishment under local requirements. Therefore, I consent to the release of this application to any local governmental authority in the jurisdiction where the address listed on this application is located.

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Adam Grill Date: 08/01/18
Signature of Requestor/Applicant or Designee

State of Nevada

County of Clark

Signed and sworn to (or affirmed) before me on 08/01/18 (date)

By Adam Christopher Grill (name(s) of person(s) making statement)

ANTHONY DEMEO Notary Public-State of Nevada APPT. NO. 15-1033-1 My App. Expires October 02, 2018	
Notary Stamp	Signature of notarial officer

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

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ATTACHMENT D
REQUEST AND CONSENT TO RELEASE APPLICATION FORM
RECREATIONAL MARIJUANA ESTABLISHMENT LICENSE

I, Madison Newhard, am the duly authorized representative of Green Therapeutics LLC to represent and interact with the Department of Taxation (Department) on all matters and questions in relation to the Nevada Recreational Marijuana Establishment License(s) Application. I understand that R092-17, Sec. 242 makes all applications submitted to the Department confidential but that local government authorities, including but not limited to the licensing or zoning departments of cities, towns or counties, may need to review this application in order to authorize the operation of an establishment under local requirements. Therefore, I consent to the release of this application to any local governmental authority in the jurisdiction where the address listed on this application is located.

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Madison Newhard Date: 08/01/18
Signature of Requestor/Applicant or Designee

State of Nevada

County of Clark

Signed and sworn to (or affirmed) before me on 08/01/18 (date)

By Madison Newhard (name(s) of person(s) making statement)

ANTHONY DEMEO
Notary Public-State of Nevada
APPT. NO. 15-1033-1
My App. Expires October 02, 2018

Notary Stamp

Signature of notarial officer

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

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ATTACHMENT D
REQUEST AND CONSENT TO RELEASE APPLICATION FORM
RECREATIONAL MARIJUANA ESTABLISHMENT LICENSE

I, Jesse Andrew Bostic, am the duly authorized representative of Green Therapeutics LLC to represent and interact with the Department of Taxation (Department) on all matters and questions in relation to the Nevada Recreational Marijuana Establishment License(s) Application. I understand that R092-17, Sec. 242 makes all applications submitted to the Department confidential but that local government authorities, including but not limited to the licensing or zoning departments of cities, towns or counties, may need to review this application in order to authorize the operation of an establishment under local requirements. Therefore, I consent to the release of this application to any local governmental authority in the jurisdiction where the address listed on this application is located.

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Signature of Requestor/Applicant or Designee Date: 09/13/18

State of Nevada

County of Clark

Signed and sworn to (or affirmed) before me on September 13, 2018 (date)

By Jesse Andrew Bostic (name(s) of person(s) making statement)

ANTHONY DEMEO
Notary Public-State of Nevada
APPT. NO. 15-1033-1
My Appt. Expires 06-12-2022

Notary Stamp

Signature of notarial officer

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

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ATTACHMENT D
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RECREATIONAL MARIJUANA ESTABLISHMENT LICENSE

I, Jason Paul Negrette, am the duly authorized representative of Green Therapeutics LLC to represent and interact with the Department of Taxation (Department) on all matters and questions in relation to the Nevada Recreational Marijuana Establishment License(s) Application. I understand that R092-17, Sec. 242 makes all applications submitted to the Department confidential but that local government authorities, including but not limited to the licensing or zoning departments of cities, towns or counties, may need to review this application in order to authorize the operation of an establishment under local requirements. Therefore, I consent to the release of this application to any local governmental authority in the jurisdiction where the address listed on this application is located.

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Date: 09/18/18

Signature of Requestor/Applicant or Designee

State of Nevada

County of Clark

Signed and sworn to (or affirmed) before me on September 18, 2018 (date)

By Jason Paul Negrette (name(s) of person(s) making statement)

ANTHONY DEMEO
Notary Public-State of Nevada
APPT. NO. 15-1033-1
My Appt. Expires 06-12-2022

Notary Stamp

Signature of notarial officer

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REQUEST AND CONSENT TO RELEASE APPLICATION FORM
RECREATIONAL MARIJUANA ESTABLISHMENT LICENSE

I, Jason Phillip Librot, am the duly authorized representative of Green Therapeutics LLC to represent and interact with the Department of Taxation (Department) on all matters and questions in relation to the Nevada Recreational Marijuana Establishment License(s) Application. I understand that R092-17, Sec. 242 makes all applications submitted to the Department confidential but that local government authorities, including but not limited to the licensing or zoning departments of cities, towns or counties, may need to review this application in order to authorize the operation of an establishment under local requirements. Therefore, I consent to the release of this application to any local governmental authority in the jurisdiction where the address listed on this application is located.

By signing this Request and Consent to Release Application Form, I hereby acknowledge and agree that the State of Nevada, its sub-departments including the Department of Taxation and its employees are not responsible for any consequences related to the release of the information identified in this consent. I further acknowledge and agree that the State and its sub-departments and its employees cannot make any guarantees or be held liable related to the confidentiality and safe keeping of this information once it is released.

Signature of Requestor/Applicant or Designee Date: 09/13/18

State of Nevada

County of Clark

Signed and sworn to (or affirmed) before me on September 13, 2018 (date)

By _____ (name(s) of person(s) making statement)

Notary Stamp	Signature of notarial officer
ANTHONY DEMEO Notary Public-State of Nevada APPT. NO. 15-1033-1 My Appt. Expires 06-12-2022	

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

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5.2.10.7
A copy of each individual's completed fingerprint submission form demonstrating he or she has submitted fingerprints to the Nevada Department of Public Safety.

Nevada Marijuana Enforcement Division

Agent Applicant Fingerprint Submission Form

Provide this form to the fingerprint technician at the time fingerprints are taken. Submit the completed, stamped form with your agent card application.

Fingerprint technician: Please ensure that you see a photo ID for identity verification purposes prior to fingerprinting. Also, please enter the required information in the lower right hand corner and return this form to the applicant for submission to the Marijuana Enforcement Division.

Instructions

Please type or print legibly. All fingerprints must go to DPS for processing. Electronic submission to DPS is REQUIRED unless being fingerprinted outside of Nevada.

Applicant

NAME (FIRST MIDDLE LAST) DUKE WANHSING FU		SOCIAL SECURITY NUMBER (optional)
PHYSICAL ADDRESS LINE 1 (ADDRESS ON GOVERNMENT ID) [redacted]		CITIZENSHIP USA
PHYSICAL ADDRESS LINE 2		MOBILE PHONE NUMBER [redacted]
PHYSICAL CITY, STATE ZIPCODE (TOWN, CITY, PROVINCE, POSTAL CODE) [redacted]		HOME PHONE NUMBER
EYE COLOR BROWN	HAIR COLOR BLACK	WEIGHT (LBS) 200 LBS
ETHNICITY CHINESE	GENDER MALE	HEIGHT (INCHES) 73 INCHES
RACE ASIAN		
PLACE OF BIRTH [redacted]		DATE OF BIRTH [redacted]

Establishment Information (If owner, officer or board member)

ESTABLISHMENT NAME GREEN THERAPEUTICS LLC	ESTABLISHMENT CODE C082, C083, P054, P055
CERTIFICATE #78688159790731326126, #63273803311107454693, #85063635909503746760, #72479727874928391857	ESTABLISHMENT TYPE MME - CULTIVATION / PRODUCTION

Reason Fingerprinted MNU (Account #): [redacted] ORI: NV0131700

Medical Marijuana Establishments (Check one)

- [x] Current Owner/Officer/Board Member — NRS 453A.322
- [ ] Prospective Owner/Officer/Board Member — NRS 453A.334
- [ ] Employee/Contractor/Volunteer — NRS 453A.332

Recreational Marijuana Establishments (Check one box if establishment is both Recreational and Medical, or for Distributors)

- [x] Current Owner/Officer/Board Member — NRS 453D
- [ ] Prospective Owner/Officer/Board Member — NRS 453D
- [ ] Employee/Contractor/Volunteer — NRS 453D

NOTE: If you work, or will work for a "Dual Licensee" establishment (Medical and Recreational) you must submit two fingerprint cards; one with the "Reason Fingerprinted" of NRS 453A, and one with NRS 453D. You will also have to pay DPS's processing fee for each card.

FINGERPRINT AGENCY STAMP: FINGERPRINTING EXPRESS

FINGERPRINT REPRESENTATIVE SIGNATURE

TCN# NVPS3B0011102A

DATE MAR 1 3 2018

Rec. NVPS3B0011103A

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Nevada Marijuana Enforcement Division

Agent Applicant Fingerprint Submission Form

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Applicant

NAME (FIRST MIDDLE LAST): Amy I- Hsing [redacted]	SOCIAL SECURITY NUMBER (optional):
[redacted]	CITIZENSHIP: USA
[redacted]	MOBILE PHONE NUMBER: [redacted]
PHYSICAL CITY, STATE, ZIPCODE (TOWN, CITY, PROVINCE, POSTAL CODE): Brown Black	HOME PHONE NUMBER: [redacted]
EYE COLOR: asian; HA[redacted]	WEIGHT (LBS): 150
ETHNICITY: Chinese; GENDER:	HEIGHT (INCHES): 66 inches
[redacted]	[redacted]
PLACE OF BIRTH:	

Establishment Information (If owner, officer or board member)

ESTABLISHMENT NAME: GREEN THERAPEUTICS LLC	ESTABLISHMENT CODE: C082, C083, P054, P055
CERTIFICATE: #78688159790731326126, #6327380331107454693, #8506363590950374676 0, #7247972787492839185 7	ESTABLISHMENT TYPE: MME - CULTIVATION / PRODUCTION

Reason Fingerprinted MNU (Account #): [redacted] ORI: NV0131700

Medical Marijuana Establishments (Check one)

- [4] Current Owner/Officer/Board Member — NRS 453A.322
- [ ] Prospective Owner/Officer/Board Member — NRS 453A.334
- [ ] Employee/Contractor/Volunteer — NRS 453A.332

Recreational Marijuana Establishments (Check one box if establishment is both Recreational and Medical, or for Distributors)

- [4] Current Owner/Officer/Board Member — NRS 453D
- [ ] Prospective Owner/Officer/Board Member — NRS 453D
- [ ] Employee/Contractor/Volunteer — NRS 453D

FINGERPRINTING EXPRESS

FINGERPRINT REPRESENTATIVE SIGNATURE

TCN# Med-NVP53B0016743A

DATE AUG 2 1 2018

R-NVP53B0016744A

NOTE: If you work, or will work for a "Dual Licensee" establishment (Medical and Recreational) you must submit two fingerprint cards; one with the "Reason Fingerprinted" of NRS 453A, and one with NRS 453D. You will also have to pay DPS's processing fee for each card.

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Nevada Marijuana Enforcement Division

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Applicant

NAME (FIRST MIDDLE LAST) SUMIYOSHI, MICHAEL, W		SOCIAL SECURITY NUMBER (optional)
PHYSICAL ADDRESS LINE 1 (ADDRESS ON GOVERNMENT ID) [redacted]		CITIZENSHIP USA
PHYSICAL ADDRESS LINE 2		MOBILE PHONE NUMBER [redacted]
PHYSICAL CITY, STATE ZIPCODE (TOWN, CITY, PROVINCE, POSTAL CODE) [redacted]		HOME PHONE NUMBER
EYE COLOR BROWN	HAIR COLOR BLACK	WEIGHT (LBS) 210 LBS
ETHNICITY JAPANESE AMERICAN	GENDER MALE	HEIGHT (INCHES) 5'11
RACE ASIAN		
PLACE OF BIRTH [redacted]		DATE OF BIRTH [redacted]

Establishment Information (If owner, officer or board member)

ESTABLISHMENT NAME GREEN THERAPEUTICS LLC	ESTABLISHMENT CODE C082, C083, P054, P055
CERTIFICATE #78688159790731326126, #63273803311107454693, #85063635909503746760, #72479727874928391857	ESTABLISHMENT TYPE MME - CULTIVATION / PRODUCTION

Reason Fingerprinted

MNU (Account #): [redacted] ORI: NV0131700

Medical Marijuana Establishments (Check one)

- [x] Current Owner/Officer/Board Member — NRS 453A.322
- [ ] Prospective Owner/Officer/Board Member — NRS 453A.334
- [ ] Employee/Contractor/Volunteer — NRS 453A.332

Recreational Marijuana Establishments (Check one box if establishment is both Recreational and Medical, or for Distributors)

- [x] Current Owner/Officer/Board Member — NRS 453D
- [ ] Prospective Owner/Officer/Board Member — NRS 453D
- [ ] Employee/Contractor/Volunteer — NRS 453D

NOTE: If you work, or will work for a "Dual Licensee" establishment (Medical and Recreational) you must submit two fingerprint cards; one with the "Reason Fingerprinted" of NRS 453A, and one with NRS 453D. You will also have to pay DPS's processing fee for each card.

FINGERPRINT AGENCY STAMP

FINGERPRINTING EXPRESS

FINGERPRINT REPRESENTATIVE SIGNATURE

Med TCN# NVPS3B0011114A

DATE MAR 1 3 2018

Rec NVPS3B0011115A

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Nevada Marijuana Enforcement Division

Agent Applicant Fingerprint Submission Form

Provide this form to the fingerprint technician at the time fingerprints are taken. Submit the completed, stamped form with your agent card application.

Fingerprint technician: Please ensure that you see a photo ID for identity verification purposes prior to fingerprinting. Also, please enter the required information in the lower right hand corner and return this form to the applicant for submission to the Marijuana Enforcement Division.

Instructions

Please type or print legibly. All fingerprints must go to DPS for processing. Electronic submission to DPS is REQUIRED unless being fingerprinted outside of Nevada.

Applicant

NAME (FIRST MIDDLE LAST): THERON KEVIN CHOW		SOCIAL SECURITY NUMBER (optional): [redacted]
PHYSICAL ADDRESS LINE 1 (ADDRESS ON GOVERNMENT ID): [redacted]		CITIZENSHIP: USA
PHYSICAL ADDRESS LINE 2:		MOBILE PHONE NUMBER: [redacted]
PHYSICAL CITY, STATE, ZIPCODE (TOWN, CITY, PROVINCE, POSTAL CODE): [redacted]		HOME PHONE NUMBER:
EYE COLOR: BROWN	HAIR COLOR: BLACK	WEIGHT (LBS): 150
ETHNICITY: ASIAN	GENDER: M	HEIGHT (INCHES): 5' 6"
RACE:		
PLACE OF BIRTH: [redacted]		DATE OF BIRTH: [redacted]

Establishment Information (If owner, officer or board member)

ESTABLISHMENT NAME: GREEN THERAPEUTICS LLC	ESTABLISHMENT CODE: C082, C083, P054, P055
CERTIFICATE: 7868815979073132612 6, 85063635909503746760, 6327380331110745, 7247972787492839185 7	ESTABLISHMENT TYPE: CULTIVATION/PRODUCTION

Reason Fingerprinted MNU (Account #): 152108 ORI: NV0131700

Medical Marijuana Establishments (Check one)

- [x] Current Owner/Officer/Board Member — NRS 453A.322
- [ ] Prospective Owner/Officer/Board Member — NRS 453A.334
- [ ] Employee/Contractor/Volunteer — NRS 453A.332

Recreational Marijuana Establishments (Check one box if establishment is both Recreational and Medical, or for Distributors)

- [x] Current Owner/Officer/Board Member — NRS 453D
- [ ] Prospective Owner/Officer/Board Member — NRS 453D
- [ ] Employee/Contractor/Volunteer — NRS 453D

FINGERPRINT AGENCY STAMP: Passport Express, 1107 Rio Grande St., Austin, TX 78701

FINGERPRINT REPRESENTATIVE SIGNATURE:

TCN#:

DATE: 12-22-17

NOTE: If you work, or will work for a "Dual Licensee" establishment (Medical and Recreational) you must submit two fingerprint cards; one with the "Reason Fingerprinted" of NRS 453A, and one with NRS 453D. You will also have to pay DPS's processing fee for each card.

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APPLICANT

SS (Rev 95-13) 1110-0046

NATURE OF PERSON FINGERPRINTED: Theron Chow

RESIDENCE OF PERSON FINGERPRINTED: [redacted]

DATE: 2/22/17 SIGNATURE OF OFFICIAL TAKING FINGERPRINTS: Passport Express

EMPLOYER AND ADDRESS: [redacted]

PERSON FINGERPRINTED: [redacted]

LAST NAME: NAM CHOW | FIRST NAME: THERON | MIDDLE NAME: KEVIN

ALIASES: AKA: [redacted]

DATE OF BIRTH: DOB Month 3 Day 28 Year 1979

CITIZENSHIP CTZ	SEX	RACE	HGT	WGT.	EYES	HAIR	PLACE OF BIRTH POB
USA	M	A	5'6"	150	BRO	BLK	VAN NUYS, LA

YOUR NO. OCA

FBI NO. FBI

ARMED FORCES NO. MNU

SOCIAL SECURITY NO. SOC [redacted]

MISCELLANEOUS NO. MNU #152100

LEAVE BLANK

CLASS

REF.

Nevada Marijuana Enforcement Division

Agent Applicant Fingerprint Submission Form

Provide this form to the fingerprint technician at the time fingerprints are taken. Submit the completed, stamped form with your agent card application.

Fingerprint technician: Please ensure that you see a photo ID for identity verification purposes prior to fingerprinting. Also, please enter the required information in the lower right hand corner and return this form to the applicant for submission to the Marijuana Enforcement Division.

Instructions

Please type or print legibly. All fingerprints must go to DPS for processing. Electronic submission to DPS is REQUIRED unless being fingerprinted outside of Nevada.

Applicant

NAME (FIRST MIDDLE LAST): RUT K PREMSRIRUT	SOCIAL SECURITY NUMBER (optional): [redacted]
PHYSICAL ADDRESS LINE 1 (ADDRESS ON GOVERNMENT ID): [redacted]	CITIZENSHIP: USA
PHYSICAL ADDRESS LINE 2:	MOBILE PHONE NUMBER: [redacted]
PHYSICAL CITY, STATE, ZIPCODE (TOWN, CITY, PROVINCE, POSTAL CODE): [redacted]	HOME PHONE NUMBER: same
EYE COLOR: BLACK / HAIR COLOR: BROWN	WEIGHT (LBS): 170 lbs
ETHNICITY: THAI-AMERICAN / GENDER: MALE	HEIGHT (INCHES): 5'9
RACE: ASIAN	
PLACE OF BIRTH: [redacted]	DATE OF BIRTH: [redacted]

Establishment Information (If owner, officer or board member)

ESTABLISHMENT NAME: GREEN THERAPEUTICS LLC	ESTABLISHMENT CODE: C082, C083, P054, P055
CERTIFICATE: #78688159790731326126, #63273803311107454693, #85063635909503746760, #72479727874928391857	ESTABLISHMENT TYPE: MME - CULTIVATION / PRODUCTION

Reason Fingerprinted

MNU (Account #): [redacted] ORI: NV0131700

Medical Marijuana Establishments (Check one)

- [x] Current Owner/Officer/Board Member — NRS 453A.322
- [ ] Prospective Owner/Officer/Board Member — NRS 453A.334
- [ ] Employee/Contractor/Volunteer — NRS 453A.332

Recreational Marijuana Establishments (Check one box if establishment is both Recreational and Medical, or for Distributors)

- [x] Current Owner/Officer/Board Member — NRS 453D
- [ ] Prospective Owner/Officer/Board Member — NRS 453D
- [ ] Employee/Contractor/Volunteer — NRS 453D

NOTE: If you work, or will work for a "Dual Licensee" establishment (Medical and Recreational) you must submit two fingerprint cards; one with the "Reason Fingerprinted" of NRS 453A, and one with NRS 453D. You will also have to pay DPS's processing fee for each card.

FINGERPRINT AGENCY STAMP: FINGERPRINTING EXPRESS

FINGERPRINT REPRESENTATIVE SIGNATURE: C.M

TCN#: med: NVPS3B5004950A

DATE: AUG 2 1 2018

rec: NVPS3B5004951A

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Nevada Marijuana Enforcement Division

Agent Applicant Fingerprint Submission Form

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Fingerprint technician: Please ensure that you see a photo ID for identity verification purposes prior to fingerprinting. Also, please enter the required information in the lower right hand corner and return this form to the applicant for submission to the Marijuana Enforcement Division.

Instructions

Please type or print legibly. All fingerprints must go to DPS for processing. Electronic submission to DPS is REQUIRED unless being fingerprinted outside of Nevada.

Applicant

NAME (FIRST MIDDLE LAST): RUTT K. PREMSRIRUT	SOCIAL SECURITY NUMBER (optional): [redacted]
PHYSICAL ADDRESS LINE 1 (ADDRESS ON GOVERNMENT ID): [redacted]	CITIZENSHIP: USA
PHYSICAL ADDRESS LINE 2:	MOBILE PHONE NUMBER: [redacted]
PHYSICAL CITY, STATE, ZIPCODE (TOWN, CITY, PROVINCE, POSTAL CODE): [redacted]	HOME PHONE NUMBER: same ↑
EYE COLOR: BROWN / HAIR COLOR: BLACK	WEIGHT (LBS): 170
ETHNICITY: THAI-AMERICAN / GENDER: MALE	HEIGHT (INCHES): 5'9
RACE: ASIAN	
PLACE OF BIRTH: [redacted]	DATE OF BIRTH: 02/19/1979

Establishment Information (If owner, officer or board member)

ESTABLISHMENT NAME: GREEN THERAPEUTICS LLC	ESTABLISHMENT CODE: C082, C083, P054, P055
CERTIFICATE: #78688159790731326126, #63273803311107454693, #85063635909503746760, #72479727874928391857	ESTABLISHMENT TYPE: MME - CULTIVATION / PRODUCTION

Reason Fingerprinted

MNU (Account #): [redacted] ORI: NV0131700

Medical Marijuana Establishments (Check one)

- [x] Current Owner/Officer/Board Member — NRS 453A.322
- [ ] Prospective Owner/Officer/Board Member — NRS 453A.334
- [ ] Employee/Contractor/Volunteer — NRS 453A.332

Recreational Marijuana Establishments (Check one box if establishment is both Recreational and Medical, or for Distributors)

- [x] Current Owner/Officer/Board Member — NRS 453D
- [ ] Prospective Owner/Officer/Board Member — NRS 453D
- [ ] Employee/Contractor/Volunteer — NRS 453D

NOTE: If you work, or will work for a "Dual Licensee" establishment (Medical and Recreational) you must submit two fingerprint cards; one with the "Reason Fingerprinted" of NRS 453A, and one with NRS 453D. You will also have to pay DPS's processing fee for each card.

FINGERPRINT AGENCY STAMP

FINGERPRINT REPRESENTATIVE SIGNATURE

TCN#

DATE

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

FINGERPRINT LIVESCAN REQUEST FORM

ase provide this form to the fingerprint technician/official at the time fingerprints are taken to ensure that all fields contain the required/authorized information needed for processing.
Fingerprint technician, please ensure that you see valid, non-expired government issued photo identification for verification purposes prior to fingerprinting.

Applicant Information

Applicant Name (Last, First, Middle Initial): PREMSRIRUT, RUT K.

Applicant Residential Address: [redacted]

City, State and Zip: [redacted]

Date of Birth: [redacted] Place of Birth: [redacted]

Social Security Number: [redacted] Citizenship: USA

Sex: MALE Race: ASIAN Height: 5'9 Weight: 170 lbs Eyes: BROWN Hair: BLACK

Authorized Entity Information

Account Number (MNU[redacted] ORI: NV0131700

Reason Fingerprinted (circle all that apply):

XXXXX ***Medical Marijuana Establishment*** (current owner, officer, board member, employee, volunteer or contractor): 453A.332

_____ ***Medical Marijuana Establishment*** (perspective owner, officer, board member): 453A.334

XXXXX ***Recreational*** Establishment: 453D__

XXXXX ***Set of Two 2x2 Photos***

Submit Fingerprints Livescan (Electronically)? Please select only one option:

YES XXXXX

If no, please print hard cards and return to applicant for manual processing: NO_____ Number of Fingerprint Cards: _____

Signature of Authorization: _____
(Signature of Employer or Authorized Entity requesting fingerprints)

WWW.FINGERPRINTINGEXPRESS.COM
FINGERPRINT TECHNICIAN SIGNATURE: _____

Date of service: _____

Medical TCN#: _____ (used for tracking purposes)

Recreational TCN#: _____ (used for tracking purposes)

Client has 3 months to notify Fingerprinting Express of problems with fingerprints or missing results. Over 3 months DPS may require to have the applicant re-fingerprinted at Client's expense.

FINGERPRINTING EXPRESS

Notary Public | Electronic Livescan | Passport | Secure Document Shredding

Reno, Carson City, Las Vegas. FingerprintingExpress.com 1-800-919-0227

Fingerprint Submission

0_Agent Card Fingerprint submission form OWNERS (4)....

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If you

Best,

Angie
Green

Details

Name 0_Agent Card Fingerprint submission form OWNERS (4).pdf

Size 1 MB

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Nevada Marijuana Enforcement Division

Agent Applicant Fingerprint Submission Form

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Applicant

NAME (FIRST MIDDLE LAST) ANTHONY PAUL GRAPPO	SOCIAL SECURITY NUMBER (optional)
PHYSICAL ADDRESS (LINE 1 ADDRESS OR POST OFFICE BOX) [redacted]	CITIZENSHIP USA
	MOBILE PHONE NUMBER [redacted]
EYE COLOR GRN / HAIR COLOR GALD	WEIGHT (LBS) 140
ETHNICITY WHITE / GENDER MALE	HEIGHT (INCHES) 67
RACE WHITE	
PLACE OF BIRTH [redacted]	DATE OF BIRTH [redacted]

Establishment Information (If owner, officer or board member)

ESTABLISHMENT NAME GREEN THERAPEUTICS LLC	ESTABLISHMENT CODE C082, C083, P054, P055
CERTIFICATE #786881597907331326126, #6327380331110745469 3, #8506363590950374676 0, #7247972787492839185 7	ESTABLISHMENT TYPE MMU - CULTIVATION / PRODUCTION

Reason Fingerprinted MNU (Account #): [redacted] ORI: NV0131700

Medical Marijuana Establishments (Check one)

- [x] Current Owner/Officer/Board Member — NRS 453A.322
- [ ] Prospective Owner/Officer/Board Member — NRS 453A.334
- [ ] Employee/Contractor/Volunteer — NRS 453A.332

Recreational Marijuana Establishments (Check one box if establishment is both Recreational and Medical, or for Distributors)

- [x] Current Owner/Officer/Board Member — NRS 453D
- [ ] Prospective Owner/Officer/Board Member — NRS 453D
- [ ] Employee/Contractor/Volunteer — NRS 453D

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FINGERPRINTING EXPRESS

FINGERPRINT REPRESENTATIVE SIGNATURE

TCN# NVPS3885004960A

DATE AUG 2 2 2018

TCN Rec# NVPS3885004961A

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Nevada Marijuana Enforcement Division

Agent Applicant Fingerprint Submission Form

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Fingerprint technician: Please ensure that you see a photo ID for identity verification purposes prior to fingerprinting. Also, please enter the required information in the lower right hand corner and return this form to the applicant for submission to the Marijuana Enforcement Division.

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Applicant

NAME (FIRST MIDDLE LAST): Kenny Kwok		SOCIAL SECURITY NUMBER (optional):
PHYSICAL ADDRESS LINE 1 (ADDRESS ON GOVERNMENT ID): [redacted]		CITIZENSHIP: U.S. Citizen
PHYSICAL ADDRESS LINE 2:		MOBILE PHONE NUMBER: [redacted]
PHYSICAL CITY, STATE, ZIPCODE (TOWN, CITY, PROVINCE, POSTAL CODE): [redacted]		HOME PHONE NUMBER:
EYE COLOR: Brown	HAIR COLOR: BLK	WEIGHT (LBS): 180
ETHNICITY: Chinese	GENDER: Male	HEIGHT (INCHES): 5'-11"
RACE: Asian		
PLACE OF BIRTH: [redacted]		DATE OF BIRTH: [redacted]

Establishment Information (If owner, officer or board member)

ESTABLISHMENT NAME: Green Leaf Farms, LLC.	ESTABLISHMENT CODE: C082, C083, P054, P55
CERTIFICATE: 7868159790731326126, 6327380371110745 4693, 8506363590950374 6760,	ESTABLISHMENT TYPE: MME - Cultivation/Production

Reason Fingerprinted 7247972784978591857 MNU (Account #): [redacted] ORI: NV0131700

Medical Marijuana Establishments (Check one)

- [ ] Current Owner/Officer/Board Member — NRS 453A.322
- [x] Prospective Owner/Officer/Board Member — NRS 453A.334
- [ ] Employee/Contractor/Volunteer — NRS 453A.332

Recreational Marijuana Establishments (Check one box if establishment is both Recreational and Medical, or for Distributors)

- [ ] Current Owner/Officer/Board Member — NRS 453D
- [x] Prospective Owner/Officer/Board Member — NRS 453D
- [ ] Employee/Contractor/Volunteer — NRS 453D

NOTE: If you work, or will work for a "Dual Licensee" establishment (Medical and Recreational) you must submit two fingerprint cards; one with the "Reason Fingerprinted" of NRS 453A, and one with NRS 453D. You will also have to pay DPS's processing fee for each card.

FINGERPRINT AGENCY STAMP: FINGERPRINTING EXPRESS

FINGERPRINT REPRESENTATIVE SIGNATURE: [signature]

TCN# Med: NVPS3B0010043A Rec: NVPS3B0010044A

DATE FEB 1 7 2018

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Nevada Marijuana Enforcement Division

Agent Applicant Fingerprint Submission Form

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Instructions

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Applicant

NAME (FIRST MIDDLE LAST) ANGIE KIM LIM		SOCIAL SECURITY NUMBER (optional) [redacted]
PHYSICAL ADDRESS LINE 1 (ADDRESS ON GOVERNMENT ID) [redacted]		CITIZENSHIP USA
PHYSICAL ADDRESS LINE 2		MOBILE PHONE NUMBER [redacted]
PHYSICAL CITY, STATE ZIPCODE (TOWN, CITY, PROVINCE, POSTAL CODE) [redacted]		HOME PHONE NUMBER
EYE COLOR BROWN	HAIR COLOR BLACK	WEIGHT (LBS) 110 LBS
ETHNICITY KOREAN AMERICAN	GENDER FEMALE	HEIGHT (INCHES) 62.4 INCHES
RACE ASIAN		
PLACE OF BIRTH [redacted]		DATE OF BIRTH [redacted]

Establishment Information (If owner, officer or board member)

ESTABLISHMENT NAME GREEN THERAPEUTICS LLC	ESTABLISHMENT CODE C082, C083, P054, P055
CERTIFICATE #7868815979073132612 6, #63273803311107454693, #85063635909503746760, #72479727874928391857	ESTABLISHMENT TYPE MME - CULTIVATION / PRODUCTION

Reason Fingerprinted

MNU (Account #): [redacted] ORI: [redacted]

Medical Marijuana Establishments (Check one)

- [ ] Current Owner/Officer/Board Member — NRS 453A.322
- [x] Prospective Owner/Officer/Board Member — NRS 453A.334
- [ ] Employee/Contractor/Volunteer — NRS 453A.332

Recreational Marijuana Establishments (Check one box if establishment is both Recreational and Medical, or for Distributors)

- [ ] Current Owner/Officer/Board Member — NRS 453D
- [x] Prospective Owner/Officer/Board Member — NRS 453D
- [ ] Employee/Contractor/Volunteer — NRS 453D

FINGERPRINT AGENCY STAMP: FINGERPRINTING EXPRESS

FINGERPRINT REPRESENTATIVE SIGNATURE

TCN# NVD33B0010954A

DATE MAR 0 9 2018

NOTE: If you work, or will work for a "Dual Licensee" establishment (Medical and Recreational) you must submit two fingerprint cards; one with the "Reason Fingerprinted" of NRS 453A, and one with NRS 453D. You will also have to pay DPS's processing fee for each card.

BC NVD33B0010954A

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

C053 Cultivation

Nevada Department of Public Safety

Department of Public Safety
General Services Division
Attn: Fingerprint Support Unit
333 West Nye Lane, Suite 100
Carson City, Nevada 89706

IDENTIFICATION FILE REQUEST FOR
STATE OF NEVADA RECORDS OF CRIMINAL HISTORY FORM

I hereby authorize the State of Nevada Criminal History Repository to disclose criminal history record information, if any, within my identification file to me or the person or entity indicated below:

*MANDATORY FIELDS

Today's Date:

Please indicate the full name, address and contact information of the individual to be searched below (to be completed by the subject of the record).

*First Name: JESSE

Middle Name: Andrew

*Last Name: Bostic

*Mailing Address: [redacted]

City, State and Zip Code

*Contact Phone: [redacted] Contact Email: [redacted]

*Signature of Subject of Record Search

8-12-85
*Date of Birth

Please ensure mailing address is valid and accurate. **Due to confidential nature of this response, mail cannot be forwarded.** If a change of address is needed a new DPS006 Form will need to be submitted..

*Respond To: Nevada Department of Taxation, Attn: Steve Gilbert

*Mailing Address: 4150 Technology Way Suite 101
Street Address

Carson City, NV 89701
City, State and Zip Code

Please indicate reason for request: _____
(Optional)

To obtain a duplicate response, the request must be within 90 days from the original date processed.

The use of this form is intended to safeguard the rights of the signatory and ensure the confidentiality of the requested information against non-authorized disclosure. The fingerprint card accompanying this request will be used to verify identity. A $23.50 ***certified check or money order*** *made payable to the Department of Public Safety must accompany each request.*

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

6. I hereby release from liability and promise to hold harmless under any and all causes of legal action, the State of Nevada, its officer(s), agent(s) and /or employee(s) who conducted my criminal history records search and provided information to the submitting agency for any statement(s), omission(s), or infringement(s) upon my current legal rights. I further release and promise to hold harmless and covenant not to sue any persons, firms, institutions or agencies providing such information to the State of Nevada on the basis of their disclosures. I have signed this release voluntarily and f my own free will.

A reproduction of this authorization for release of information by photocopy, facsimile or similar process, shall for all purposes be as valid as the original.
In consideration for processing my application I, the undersigned, whose name and signature voluntarily appears below; do hereby and irrevocably agree to the above.

Applicant's Name: Bostic, Jesse Andrew
(PRINT: Last, First, Middle)

Address: [redacted]

Applicant's Signature: _____

Date: 9-7-17

APPLICANT

LEAVE BLANK

TYPE OR PRINT ALL INFORMATION IN BLACK

NAM

BOSTIC,JESSE ANDREW

FBI

LEAVE BLANK

[redacted]

9-8-17

[redacted]

US

M W 601 175 GRN BRO NV

DOB

[redacted]

POB

DCA

FBI

MNU

SOC

[redacted]

MNU

LEAVE BLANK

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

Nevada Marijuana Enforcement Division

Agent Applicant Fingerprint Submission Form

Provide this form to the fingerprint technician at the time fingerprints are taken. Submit the completed, stamped form with your agent card application.

Fingerprint technician: Please ensure that you see a photo ID for identity verification purposes prior to fingerprinting. Also, please enter the required information in the lower right hand corner and return this form to the applicant for submission to the Marijuana Enforcement Division.

Instructions

Please type or print legibly. All fingerprints must go to DPS for processing. Electronic submission to DPS is REQUIRED unless being fingerprinted outside of Nevada.

Applicant

NAME (FIRST MIDDLE LAST) Jordan Alexander Stroum	SOCIAL SECURITY NUMBER (optional)
PHYSICAL ADDRESS LINE 1 (ADDRESS ON GOVERNMENT ID) [redacted]	CITIZENSHIP USA
PHYSICAL ADDRESS LINE 2	MOBILE PHONE NUMBER [redacted]
PHYSICAL CITY, STATE, ZIPCODE (TOWN, CITY, PROVINCE, POSTAL CODE) [redacted]	HOME PHONE NUMBER N/A
EYE COLOR Brown / HAIR COLOR Brown	WEIGHT (LBS) 185 lbs.
ETHNICITY NON-Hispanic / GENDER Male	HEIGHT (INCHES) 73
RACE Caucasian	
PLACE OF BIRTH [redacted]	DATE OF BIRTH [redacted]

Establishment Information (If owner, officer or board member)

ESTABLISHMENT NAME	ESTABLISHMENT CODE
CERTIFICATE	ESTABLISHMENT TYPE

Reason Fingerprinted

MNU (Account #): [redacted] ORI: [redacted]

Medical Marijuana Establishments (Check one)

- [ ] Current Owner/Officer/Board Member — NRS 453A.322
- [ ] Prospective Owner/Officer/Board Member — NRS 453A.334
- [x] Employee/Contractor/Volunteer — NRS 453A.332

Recreational Marijuana Establishments (Check one box if establishment is both Recreational and Medical, or for Distributors)

- [ ] Current Owner/Officer/Board Member — NRS 453D
- [ ] Prospective Owner/Officer/Board Member — NRS 453D
- [x] Employee/Contractor/Volunteer — NRS 453D

NOTE: If you work, or will work for a "Dual Licensee" establishment (Medical and Recreational) you must submit two fingerprint cards; one with the "Reason Fingerprinted" of NRS 453A, and one with NRS 453D. You will also have to pay DPS's processing fee for each card.

FINGERPRINT AGENCY STAMP: FINGERPRINTING EXPRESS

FINGERPRINT REPRESENTATIVE SIGNATURE

TCN# NVPS3B00087664

DATE JAN 16 2018

NVPS3B00087674

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

Nevada Marijuana Enforcement Division

Agent Basic Information Document

The information on this form is required for all agent registration applications. Enter the required information below, print and sign where required.

Please type or print legibly.

■Applicant

NAME (FIRST MIDDLE LAST) Jordan Alexander Strown	DATE OF BIRTH [redacted]
PHYSICAL ADDRESS1 (ADDRESS ON GOVERNMENT ID) [redacted]	MOBILE PHONE NUMBER [redacted]
PHYSICAL ADDRESS2	HOME PHONE NUMBER N/A
PHYSICAL CITY, STATE ZIPCODE (TOWN, CITY, PROVINCE, POSTAL CODE) Las Vegas, NV 89148	SOCIAL SECURITY NUMBER (optional) 566-75-8551
MAILING ADDRESS1 (IF DIFFERENT FROM ABOVE)	APPLICANT ROLE (CHECK ALL THAT APPLY) ☑EMPLOYEE ☐CONTRACTOR ☐VOLUNTEER ☐OWNER/OFFICER/BOARD MEMBER
MAILING ADDRESS2	IF OWNER/OFFICER/BOARD MEMBER (CHECK ALL THAT APPLY) ☐OWNER ☐OFFICER ☐BOARD MEMBER
MAILING CITY, STATE ZIPCODE (TOWN, CITY, PROVINCE, POSTAL CODE)	IF OWNER/OFFICER/BOARD MEMBER, LIST 4-DIGIT ME CODE:
EMAIL [redacted]	IF CONTRACTOR OR DISTRIBUTOR, LIST PARENT COMPANY:
SIGNATURE	DATE OF APPLICATION [redacted]

■Identification

CITIZENSHIP USA		
GOVERNMENT ENTITY (STATE OR COUNTRY) Nevada	GOVERNMENT IDENTIFICATION TYPE Driver License	GOVERNMENT ID NUMBER [redacted]

■Other Information

EYE COLOR Brown	HAIR COLOR Brown	HEIGHT (INCHES) 73	WEIGHT (LBS) 185
GENDER Male	ETHNICITY Non-Hispanic	RACE White/Caucasian	

■ Establishment Category: You may apply for more than one category of agent card, but must include $75 for each category you are applying for. Check the categories you wish to apply for.

☒Cultivation ☐Production ☐Dispensary ☐Laboratory ☐Distributor

NEW

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

Nevada Marijuana Enforcement Division

Driver's License Front

■Name

NAME
Jordan 'Alexander Stroum

PHYSICAL ADDRESS
[redacted]

PHYSICAL CITY STATE ZIP CODE
[redacted]

Copy the front of driver's license (or state/federal issued photo identification) into the area below.
If photocopying, insert this sheet into the photocopy machine.

[redacted]

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

Nevada Marijuana Enforcement Division

Driver's License Back

■Name

NAME
Jordan Alexander Strown

PHYSICAL ADDRESS
[redacted]

PHYSICAL CITY, STATE ZIPCODE
[redacted]

Copy the back of driver's license (or state/federal issued photo identification) into the area below. If photocopying, insert this sheet into the photocopy machine.

[redacted]

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

Nevada Marijuana Enforcement Division

Applicant Required Attestation Form

All agent applicants must attest to the following:

1. They have not been convicted of an excluded offense. An excluded offense is a crime of violence or a violation of a state or federal law pertaining to controlled substances if the law was punishable as a felony in the jurisdiction where the person was convicted.
2. They do not currently have an establishment agent registration card, or if they do, they must supply the card number of the current card.
3. They have not had a marijuana establishment agent card revoked.
4. They are in compliance with any court order for the support of a child.

Print, sign and submit this form with your agent card application packet.

Name of Applicant: Jordan Alexander Strawn DOB [redacted] SSN(optional): _____

Mailing Address of Applicant: [redacted]

City: [redacted] State: [redacted] Zip: [redacted]

Applicant Attestations

1. I, Jordan Alexander Strawn attest that I have not been convicted of an excluded felony offense.
2. I, Jordan Alexander Strawn attest that I do not currently have an establishment agent registration card OR I do and this is the registration number: 1708024248.
3. I, Jordan Alexander Strawn attest that I have not had a marijuana establishment agent registration card revoked.
4. I, Jordan Alexander Strawn attest that I am in compliance with my court order for support of a child OR I am not under any court orders.

Signature of Applicant: _____ Date: 01/16/18

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

Nevada Marijuana Enforcement Division

Agent Photograph and Signature

Affix agent photograph and sign in the appropriate boxes below.

Photograph

The applicant will need to obtain a standard United States passport photograph that is 2 inches in both height and width. These can be obtained at many United State Post Offices as well as private establishments (Walgreens, etc.). Glue (or affix in some manner other than tape) the photograph inside of the marks to the right.

Signature

Applicant signature needs to be entered into the box to the right. The box is defined by the horizontal and vertical marks. This allows the signature to be scanned without a black border. The box is 1 inch high and 3 inches in length. Sign using a black pen.

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

Nevada Marijuana Enforcement Division

Applicant Dispense/Divert Pledge Form

All new agent registration and renewal applications for establishment agent registration cards must pledge to the following:

1. Not to dispense or divert marijuana or marijuana products to unauthorized persons.

Print, sign and submit this form with your agent card application packet.

Name of Applicant: Jordan Alexander Strown DOB: [redacted] SSN (optional): _____

Mailing Address of Applicant: [redacted]

City: [redacted] State: [redacted] Zip: [redacted]

I, Jordan Alexander Strown, pledge not to dispense or otherwise divert marijuana to any person who is not authorized to possess marijuana in accordance with provisions of Nevada Revised Statute 453A and/or NRS 453D.

Signature of Applicant: _____ Date: 01/16/18

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

6. I hereby release from liability and promise to hold harmless under any and all causes of legal action, the State of Nevada, its officer(s), agent(s) and /or employee(s) who conducted my criminal history records search and provided information to the submitting agency for any statement(s), omission(s), or infringement(s) upon my current legal rights. I further release and promise to hold harmless and covenant not to sue any persons, firms, institutions or agencies providing such information to the State of Nevada on the basis of their disclosures. I have signed this release voluntarily and of my own free will.

A reproduction of this authorization for release of information by photocopy, facsimile or similar process, shall for all purposes be as valid as the original.
In consideration for processing my application I, the undersigned, whose name and signature voluntarily appears below; do hereby and irrevocably agree to the above.

Applicant's Name: Strom, Jordan, Alexander
(PRINT: Last, First, Middle)

Address: [redacted]

Applicant's Signature: _____

Date: 01/16/18

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

Nevada Marijuana Enforcement Division

Agent Applicant Fingerprint Submission Form

Provide this form to the fingerprint technician at the time fingerprints are taken. Submit the completed, stamped form with your agent card application.

Fingerprint technician: Please ensure that you see a photo ID for identity verification purposes prior to fingerprinting. Also, please enter the required information in the lower right hand corner and return this form to the applicant for submission to the Marijuana Enforcement Division.

Instructions

Please type or print legibly. All fingerprints must go to DPS for processing. Electronic submission to DPS is REQUIRED unless being fingerprinted outside of Nevada.

Applicant

NAME (FIRST MIDDLE LAST) JASON PAUL NEGRETTE		SOCIAL SECURITY NUMBER (optional)
PHYSICAL ADDRESS LINE 1 (ADDRESS ON GOVERNMENT ID) [redacted]		CITIZENSHIP USA
PHYSICAL ADDRESS LINE 2		MOBILE PHONE NUMBER [redacted]
[redacted] PROVINCE, POSTAL CODE)		HOME PHONE NUMBER Same
EYE COLOR Green	HAIR COLOR Brown	WEIGHT (LBS) 210
ETHNICITY 9 to Czech	GENDER Male	HEIGHT (INCHES) 6'4
RACE White		
PLACE OF BIRTH [redacted]		DATE OF BIRTH [redacted]

Establishment Information (If owner, officer or board member)

ESTABLISHMENT NAME N/A	ESTABLISHMENT CODE N/A
CERTIFICATE N/A	ESTABLISHMENT TYPE N/A

Reason Fingerprinted MNU (Account #): [redacted] ORI: [redacted]

Medical Marijuana Establishments (Check one)

- ☐ Current Owner/Officer/Board Member — NRS 453A.322
- ☐ Prospective Owner/Officer/Board Member — NRS 453A.334
- ☑ Employee/Contractor/Volunteer — NRS 453A.332

Recreational Marijuana Establishments (Check one box if establishment is both Recreational and Medical, or for Distributors)

- ☐ Current Owner/Officer/Board Member — NRS 453D
- ☐ Prospective Owner/Officer/Board Member — NRS 453D
- ☑ Employee/Contractor/Volunteer — NRS 453D

NOTE: If you work, or will work for a "Dual Licensee" establishment (Medical and Recreational) you must submit two fingerprint cards; one with the "Reason Fingerprinted" of NRS 453A, and one with NRS 453D. You will also have to pay DPS's processing fee for each card.

FINGERPRINT AGENCY STAMP: FINGERPRINTING EXPRESS

FINGERPRINT REPRESENTATIVE SIGNATURE: 16

TCN#: MED: NVPS3B0013107A

DATE: 05/14/18

REC: NVPS3B0013108A

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

Nevada Marijuana Enforcement Division

Agent Applicant Fingerprint Submission Form

Provide this form to the fingerprint technician at the time fingerprints are taken. Submit the completed, stamped form with your agent card application.

Fingerprint technician: Please ensure that you see a photo ID for identity verification purposes prior to fingerprinting. Also, please enter the required information in the lower right hand corner and return this form to the applicant for submission to the Marijuana Enforcement Division.

Instructions

Please type or print legibly. All fingerprints must go to DPS for processing. Electronic submission to DPS is REQUIRED unless being fingerprinted outside of Nevada.

Applicant

NAME (FIRST MIDDLE LAST): Madison Jayne Newhard		SOCIAL SECURITY NUMBER (optional): [redacted]
PHYSICAL ADDRESS LINE 1 (ADDRESS ON GOVERNMENT ID): [redacted]		CITIZENSHIP: USA
PHYSICAL ADDRESS LINE 2:		MOBILE PHONE NUMBER: [redacted]
PHYSICAL CITY, STATE, ZIPCODE (TOWN, CITY, PROVINCE, POSTAL CODE): [redacted]		HOME PHONE NUMBER: [redacted]
EYE COLOR: Hazel	HAIR COLOR: Brown	WEIGHT (LBS): 125
ETHNICITY: White	GENDER: Female	HEIGHT (INCHES): 5' 8"
RACE: Caucasian		
PLACE OF BIRTH: [redacted]		DATE OF BIRTH: [redacted]

Establishment Information (If owner, officer or board member)

ESTABLISHMENT NAME:	ESTABLISHMENT CODE:
CERTIFICATE:	ESTABLISHMENT TYPE:

Reason Fingerprinted

MNU (Account #): [redacted] ORI: [redacted]

Medical Marijuana Establishments (Check one)

- [ ] Current Owner/Officer/Board Member — NRS 453A.322
- [ ] Prospective Owner/Officer/Board Member — NRS 453A.334
- [x] Employee/Contractor/Volunteer — NRS 453A.332

Recreational Marijuana Establishments (Check one box if establishment is both Recreational and Medical, or for Distributors)

- [ ] Current Owner/Officer/Board Member — NRS 453D
- [ ] Prospective Owner/Officer/Board Member — NRS 453D
- [x] Employee/Contractor/Volunteer — NRS 453D

NOTE: If you work, or will work for a "Dual Licensee" establishment (Medical and Recreational) you must submit two fingerprint cards; one with the "Reason Fingerprinted" of NRS 453A, and one with NRS 453D. You will also have to pay DPS's processing fee for each card.

FINGERPRINT AGENCY STAMP: FINGERPRINTING EXPRESS

FINGERPRINT REPRESENTATIVE SIGNATURE:

TCN# MED NVP53D0011419A
REC NVP53D0011420A

DATE: MAR 2 1 2018

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

Nevada Marijuana Enforcement Division

Agent Photograph and Signature

Affix agent photograph and sign in the appropriate boxes below.

Photograph

The applicant will need to obtain a standard United States passport photograph that is 2 inches in both height and width. These can be obtained at many United State Post Offices as well as private establishments (Walgreens, etc.). Glue (or affix in some manner other than tape) the photograph inside of the marks to the right.

Signature

Applicant signature needs to be entered into the box to the right. The box is defined by the horizontal and vertical marks. This allows the signature to be scanned without a black border. The box is 1 inch high and 3 inches in length. Sign using a black pen.

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

6. I hereby release from liability and promise to hold harmless under any and all causes of legal action, the State of Nevada, its officer(s), agent(s) and /or employee(s) who conducted my criminal history records search and provided information to the submitting agency for any statement(s), omission(s), or infringement(s) upon my current legal rights. I further release and promise to hold harmless and covenant not to sue any persons, firms, institutions or agencies providing such information to the State of Nevada on the basis of their disclosures. I have signed this release voluntarily and of my own free will.

A reproduction of this authorization for release of information by photocopy, facsimile or similar process, shall for all purposes be as valid as the original.
In consideration for processing my application I, the undersigned, whose name and signature voluntarily appears below; do hereby and irrevocably agree to the above.

Applicant's Name: Newhard, Madison, Jayne
(PRINT: Last, First, Middle)

Address: [redacted]

Applicant's Signature: Madison Newhard

Date: 3/20/2018

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

Nevada Marijuana Enforcement Division

Applicant Required Attestation Form

All agent applicants must attest to the following:

1. They have not been convicted of an excluded offense. An excluded offense is a crime of violence or a violation of a state or federal law pertaining to controlled substances if the law was punishable as a felony in the jurisdiction where the person was convicted.
2. They do not currently have an establishment agent registration card, or if they do, they must supply the card number of the current card.
3. They have not had a marijuana establishment agent card revoked.
4. They are in compliance with any court order for the support of a child.

Print, sign and submit this form with your agent card application packet.

Name of Applicant: Madison Newhard DOB: [redacted] SSN(optional): [redacted]

Mailing Address of Applicant: [redacted]

City: [redacted] State: [redacted] Zip: [redacted]

Applicant Attestations

1. I, Madison Newhard, attest that I have not been convicted of an excluded felony offense.
2. I, Madison Newhard, attest that I do not currently have an establishment agent registration card OR I do and this is the registration number: 1708031132.
3. I, Madison Newhard, attest that I have not had a marijuana establishment agent registration card revoked.
4. I, Madison Newhard, attest that I am in compliance with my court order for support of a child OR I am not under any court orders.

Signature of Applicant: Madison Newhard Date: 08/20/2018

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

Nevada Marijuana Enforcement Division

Agent Basic Information Document

The information on this form is required for all agent registration applications. Enter the required information below, print and sign where required.

Please type or print legibly.

■Applicant

NAME (FIRST MIDDLE LAST) Madison Jayne Newhard	DATE OF BIRTH [redacted]
PHYSICAL ADDRESS1 (ADDRESS ON GOVERNMENT ID) [redacted]	MOBILE PHONE NUMBER [redacted]
PHYSICAL ADDRESS2	HOME PHONE NUMBER [redacted]
PHYSICAL CITY, STATE ZIPCODE (TOWN, CITY, PROVINCE, POSTAL CODE) [redacted]	SOCIAL SECURITY NUMBER (optional) [redacted]
MAILING ADDRESS1 (IF DIFFERENT FROM ABOVE) [redacted]	APPLICANT ROLE (CHECK ALL THAT APPLY) ☒EMPLOYEE ☐CONTRACTOR ☐VOLUNTEER ☐OWNER/OFFICER/BOARD MEMBER
MAILING ADDRESS2	IF OWNER/OFFICER/BOARD MEMBER (CHECK ALL THAT APPLY) ☐OWNER ☐OFFICER ☐BOARD MEMBER
MAILING CITY, STATE, ZIPCODE (TOWN, CITY, PROVINCE, POSTAL CODE) [redacted]	IF OWNER/OFFICER/BOARD MEMBER, LIST 4-DIGIT ME CODE:
EMAIL [redacted]	IF CONTRACTOR OR DISTRIBUTOR, LIST PARENT COMPANY:
SIGNATURE Madison Newhard	DATE OF APPLICATION [redacted]

■Identification

CITIZENSHIP USA		
GOVERNMENT ENTITY (STATE OR COUNTRY) Nevada	GOVERNMENT IDENTIFICATION TYPE Driver's License	GOVERNMENT ID NUMBER [redacted]

■Other Information

EYE COLOR Hazel	HAIR COLOR Brown	HEIGHT (INCHES) 5'8"	WEIGHT (LBS) 125
GENDER Female	ETHNICITY White	RACE Caucasian	

■ Establishment Category: You may apply for more than one category of agent card, but must include $75 for each category you are applying for. Check the categories you wish to apply for.

☒Cultivation ☒Production ☐Dispensary ☐Laboratory ☐Distributor

NEW

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

Nevada Marijuana Enforcement Division

Driver's License Front

■Name

NAME Madison Howard

PHYSICAL ADDRESS [redacted]

PHYSICAL CITY [redacted]

Copy the front of driver's license (or state/federal issued photo identification) into the area below.
If photocopying, insert this sheet into the photocopy machine.

[redacted]

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

Nevada Marijuana Enforcement Division

Driver's License Back

■Name

NAME Madison Newhard

PHYSICAL ADDRESS [redacted]

PHYSICAL CI

Copy the back of driver's license (or state/federal issued photo identification) into the area below. If photocopying, insert this sheet into the photocopy machine.

[redacted]

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

Nevada Marijuana Enforcement Division

Applicant Dispense/Divert Pledge Form

All new agent registration and renewal applications for establishment agent registration cards must pledge to the following:

1. Not to dispense or divert marijuana or marijuana products to unauthorized persons.

Print, sign and submit this form with your agent card application packet.

Name of Applicant: Madison Newhard DOB: [redacted] SSN (optional): [redacted]

Mailing Address of Applicant: [redacted]

City: [redacted] State: [redacted] Zip [redacted]

I, Madison Newhard, pledge not to dispense or otherwise divert marijuana to any person who is not authorized to possess marijuana in accordance with provisions of Nevada Revised Statute 453A and/or NRS 453D.

Signature of Applicant: Madison Newhard Date: 3/20/2018

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

Nevada Marijuana Enforcement Division

Agent Applicant Fingerprint Submission Form

Provide this form to the fingerprint technician at the time fingerprints are taken. Submit the completed, stamped form with your agent card application.

Fingerprint technician: Please ensure that you see a photo ID for identity verification purposes prior to fingerprinting. Also, please enter the required information in the lower right hand corner and return this form to the applicant for submission to the Marijuana Enforcement Division.

Instructions

Please type or print legibly. All fingerprints must go to DPS for processing. Electronic submission to DPS is REQUIRED unless being fingerprinted outside of Nevada.

Applicant

NAME (FIRST MIDDLE LAST) JASON PHILLIP LIBROT		SOCIAL SECURITY NUMBER (optional)
PHYSICAL ADDRESS LINE 1 (ADDRESS ON GOVERNMENT ID) [redacted]		CITIZENSHIP USA
PHYSICAL ADDRESS LINE 2 [redacted]		MOBILE PHONE NUMBER [redacted]
PHYSICAL CITY, STATE, ZIPCODE (TOWN, CITY, PROVINCE, POSTAL CODE) [redacted]		HOME PHONE NUMBER
EYE COLOR Brown	HAIR COLOR Brown	WEIGHT (LBS) 150
ETHNICITY Eastern European	GENDER	HEIGHT (INCHES) ~~5'10~~ 70"
RACE Caucasian		
PLACE OF BIRTH [redacted]		DATE OF BIRTH [redacted]

Establishment Information (If owner, officer or board member)

ESTABLISHMENT NAME	ESTABLISHMENT CODE
CERTIFICATE	ESTABLISHMENT TYPE

Reason Fingerprinted

MNU (Account #): [redacted] ORI: [redacted]

Medical Marijuana Establishments (Check one)

- [ ] Current Owner/Officer/Board Member — NRS 453A.322
- [ ] Prospective Owner/Officer/Board Member — NRS 453A.334
- [x] Employee/Contractor/Volunteer — NRS 453A.332

Recreational Marijuana Establishments (Check one box if establishment is both Recreational and Medical, or for Distributors)

- [ ] Current Owner/Officer/Board Member — NRS 453D
- [ ] Prospective Owner/Officer/Board Member — NRS 453D
- [x] Employee/Contractor/Volunteer — NRS 453D

NOTE: If you work, or will work for a "Dual Licensee" establishment (Medical and Recreational) you must submit two fingerprint cards; one with the "Reason Fingerprinted" of NRS 453A, and one with NRS 453D. You will also have to pay DPS's processing fee for each card.

FINGERPRINT AGENCY STAMP: FINGERPRINTING EXPRESS

FINGERPRINT REPRESENTATIVE SIGNATURE

Med. TCN# NVPS3B5003545A

DATE MAY 31 2018

Rec. NVPS3B5003546A

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

Nevada Marijuana Enforcement Division

Agent Basic Information Document

The information on this form is required for all agent registration applications. Enter the required information below, print and sign where required.

Please type or print legibly.

Applicant

NAME (FIRST MIDDLE LAST) JASON PHILLIP LIBROT	DATE OF BIRTH [redacted]
PHYSICAL ADDRESS1 (ADDRESS ON GOVERNMENT ID) [redacted]	MOBILE PHONE NUMBER [redacted]
PHYSICAL ADDRESS2 [redacted]	HOME PHONE NUMBER
PHYSICAL CITY STATE ZIPCODE (TOWN CITY PROVINCE POSTAL CODE) [redacted]	SOCIAL SECURITY NUMBER (optional)
MAILING ADDRESS1 (IF DIFFERENT FROM ABOVE) [redacted]	APPLICANT ROLE (CHECK ALL THAT APPLY) ☒EMPLOYEE ☐CONTRACTOR ☐VOLUNTEER ☐OWNER/OFFICER/BOARD MEMBER
MAILING ADDRESS2	IF OWNER/OFFICER/BOARD MEMBER (CHECK ALL THAT APPLY) ☐OWNER ☐OFFICER ☐BOARD MEMBER
MAILING CITY STATE ZIPCODE (TOWN CITY PROVINCE POSTAL CODE) [redacted]	IF OWNER/OFFICER/BOARD MEMBER, LIST 4-DIGIT ME CODE:
EMAIL [redacted]	IF CONTRACTOR OR DISTRIBUTOR, LIST PARENT COMPANY:
SIGNATURE Jason Librot	DATE OF APPLICATION 5/29/18

Identification

CITIZENSHIP USA		
GOVERNMENT ENTITY (STATE OR COUNTRY) NV	GOVERNMENT IDENTIFICATION TYPE DL	GOVERNMENT ID NUMBER [redacted]

Other Information

EYE COLOR Brown	HAIR COLOR Brown	HEIGHT (INCHES) 70"	WEIGHT (LBS) 150
GENDER Male	ETHNICITY Eastern European	RACE Caucasian	

■ Establishment Category: You may apply for more than one category of agent card, but must include $75 for each category you are applying for. Check the categories you wish to apply for.

☒Cultivation ☒Production ☐Dispensary ☐Laboratory ☐Distributor

NEW

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

Nevada Marijuana Enforcement Division

Driver's License Front

Name

NAME
JASON PHILLIP LIBROT

PHYSICAL ADDRESS
[redacted]

PHYSICAL CITY, STATE ZIP CODE
Las Vegas, NV 89147

Copy the front of driver's license (or state/federal issued photo identification) into the area below.
If photocopying, insert this sheet into the photocopy machine.

[redacted]

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

Nevada Marijuana Enforcement Division

Driver's License Back

Name

NAME
JASON PHILLIP LIBROT

PHYSICAL ADDRESS
[redacted]

PHYSICAL CITY, STATE ZIP CODE
Las Vegas, NV 89147

Copy the back of driver's license (or state/federal issued photo identification) into the area below. If photocopying, insert this sheet into the photocopy machine.

[redacted]

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

Nevada Marijuana Enforcement Division

Applicant Required Attestation Form

All agent applicants must attest to the following:

1. They have not been convicted of an excluded offense. An excluded offense is a crime of violence or a violation of a state or federal law pertaining to controlled substances if the law was punishable as a felony in the jurisdiction where the person was convicted.
2. They do not currently have an establishment agent registration card, or if they do, they must supply the card number of the current card.
3. They have not had a marijuana establishment agent card revoked.
4. They are in compliance with any court order for the support of a child.

Print, sign and submit this form with your agent card application packet.

Name of Applicant: JASON PHILLIP LIBROT DOB: [redacted] SSN(optional): _____

Mailing Address of Applicant: 886 [redacted]

City: [redacted] State: [redacted] Zip: [redacted]

Applicant Attestations

1. I, Jason Phillip Librot, attest that I have not been convicted of an excluded felony offense.
2. I, Jason Phillip Librot, attest that I do not currently have an establishment agent registration card OR I do and this is the registration number: N/A.
3. I, Jason Phillip Librot, attest that I have not had a marijuana establishment agent registration card revoked.
4. I, Jason Phillip Librot, attest that I am in compliance with my court order for support of a child OR I am not under any court orders.

Signature of Applicant: Jason Librot Date: 5/29/18

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

Nevada Marijuana Enforcement Division

Applicant Dispense/Divert Pledge Form

All new agent registration and renewal applications for establishment agent registration cards must pledge to the following:

1. Not to dispense or divert marijuana or marijuana products to unauthorized persons.

Print, sign and submit this form with your agent card application packet.

Name of Applicant: JASON PHILLIP LIBROT DOB: [redacted] SSN (optional): _____

Mailing Address of Applicant: [redacted]

City: [redacted] State [redacted] Zip [redacted]

I, JASON PHILLIP LIBROT, pledge not to dispense or otherwise divert marijuana to any person who is not authorized to possess marijuana in accordance with provisions of Nevada Revised Statute 453A and/or NRS 453D.

Signature of Applicant: Jason Librot Date: 5/29/18

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

Nevada Marijuana Enforcement Division

Agent Photograph and Signature

Affix agent photograph and sign in the appropriate boxes below.

Photograph

The applicant will need to obtain a standard United States passport photograph that is 2 inches in both height and width. These can be obtained at many United State Post Offices as well as private establishments (Walgreens, etc.). Glue (or affix in some manner other than tape) the photograph inside of the marks to the right.

Signature

Applicant signature needs to be entered into the box to the right. The box is defined by the horizontal and vertical marks. This allows the signature to be scanned without a black border. The box is 1 inch high and 3 inches in length. Sign using a black pen.

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

6. I hereby release from liability and promise to hold harmless under any and all causes of legal action, the State of Nevada, its officer(s), agent(s) and /or employee(s) who conducted my criminal history records search and provided information to the submitting agency for any statement(s), omission(s), or infringement(s) upon my current legal rights. I further release and promise to hold harmless and covenant not to sue any persons, firms, institutions or agencies providing such information to the State of Nevada on the basis of their disclosures. I have signed this release voluntarily and of my own free will.

A reproduction of this authorization for release of information by photocopy, facsimile or similar process, shall for all purposes be as valid as the original.
In consideration for processing my application I, the undersigned, whose name and signature voluntarily appears below; do hereby and irrevocably agree to the above.

Applicant's Name: LIBROT, JASON PHILLIP
(PRINT: Last, First, Middle)

Address: [redacted]

Applicant's Signature: Jason Librot

Date: 5/29/18

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

Nevada Marijuana Enforcement Division

Agent Applicant Fingerprint Submission Form

Provide this form to the fingerprint technician at the time fingerprints are taken. Submit the completed, stamped form with your agent card application.

Fingerprint technician: Please ensure that you see a photo ID for identity verification purposes prior to fingerprinting. Also, please enter the required information in the lower right hand corner and return this form to the applicant for submission to the Marijuana Enforcement Division.

Instructions

Please type or print legibly. All fingerprints must go to DPS for processing. Electronic submission to DPS is REQUIRED unless being fingerprinted outside of Nevada.

Applicant

NAME (FIRST MIDDLE LAST): Adam C Grill		SOCIAL SECURITY NUMBER (optional): [redacted]
PHYSICAL ADDRESS LINE 1 (ADDRESS ON GOVERNMENT ID): [redacted]		CITIZENSHIP: USA
PHYSICAL ADDRESS LINE 2:		MOBILE PHONE NUMBER: [redacted]
PHYSICAL CITY, STATE ZIPCODE (TOWN, CITY, PROVINCE, POSTAL CODE): [redacted]		HOME PHONE NUMBER: [redacted]
EYE COLOR: Brown	HAIR COLOR: Brown	WEIGHT (LBS): 175
ETHNICITY: White	GENDER: Male	HEIGHT (INCHES): 6 foot 2 inches
RACE: Caucasian		
PLACE OF BIRTH: [redacted]		DATE OF BIRTH: [redacted]

Establishment Information (If owner, officer or board member)

ESTABLISHMENT NAME:	ESTABLISHMENT CODE:
CERTIFICATE:	ESTABLISHMENT TYPE:

Reason Fingerprinted

MNU (Account #): [redacted] ORI: [redacted]

Medical Marijuana Establishments (Check one)

- [ ] Current Owner/Officer/Board Member — NRS 453A.322
- [ ] Prospective Owner/Officer/Board Member — NRS 453A.334
- [x] Employee/Contractor/Volunteer — NRS 453A.332

Recreational Marijuana Establishments (Check one box if establishment is both Recreational and Medical, or for Distributors)

- [ ] Current Owner/Officer/Board Member — NRS 453D
- [ ] Prospective Owner/Officer/Board Member — NRS 453D
- [x] Employee/Contractor/Volunteer — NRS 453D

NOTE: If you work, or will work for a "Dual Licensee" establishment (Medical and Recreational) you must submit two fingerprint cards; one with the "Reason Fingerprinted" of NRS 453A, and one with NRS 453D. You will also have to pay DPS's processing fee for each card.

FINGERPRINT AGENCY STAMP: FINGERPRINTING EXPRESS

FINGERPRINT REPRESENTATIVE SIGNATURE: [signature]

TCN# Med: NVPS3B0009367A
Rec: NVPS3B0009368A

DATE: FEB 0 1 2018

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

Nevada Marijuana Enforcement Division

Agent Basic Information Document

The information on this form is required for all agent registration applications. Enter the required information below, print and sign where required.

Please type or print legibly.

■Applicant

NAME (FIRST MIDDLE LAST) Adam C Grill	DATE OF BIRTH [redacted]
PHYSICAL ADDRESS1 (ADDRESS ON GOVERNMENT ID) [redacted]	MOBILE PHONE NUMBER [redacted]
PHYSICAL ADDRESS2	HOME PHONE NUMBER [redacted]
PHYSICAL CITY, STATE ZIPCODE (TOWN, CITY, PROVINCE, POSTAL CODE) [redacted]	SOCIAL SECURITY NUMBER (optional) [redacted]
MAILING ADDRESS1 (IF DIFFERENT FROM ABOVE) [redacted]	APPLICANT ROLE (CHECK ALL THAT APPLY) ☒EMPLOYEE ☐CONTRACTOR ☐VOLUNTEER ☐OWNER/OFFICER/BOARD MEMBER
MAILING ADDRESS2	IF OWNER/OFFICER/BOARD MEMBER (CHECK ALL THAT APPLY) ☐OWNER ☐OFFICER ☐BOARD MEMBER
MAILING CITY, STATE ZIPCODE (TOWN, CITY, PROVINCE, POSTAL CODE) [redacted]	IF OWNER/OFFICER/BOARD MEMBER, LIST 4-DIGIT ME CODE:
EMAIL [redacted]	IF CONTRACTOR OR DISTRIBUTOR, LIST PARENT COMPANY:
SIGNATURE [signature]	DATE OF APPLICATION 1/18/18

■Identification

CITIZENSHIP USA		
GOVERNMENT ENTITY (STATE OR COUNTRY) DMV	GOVERNMENT IDENTIFICATION TYPE Drivers License	GOVERNMENT ID NUMBER [redacted]

■Other Information

EYE COLOR Brown	HAIR COLOR Brown	HEIGHT (INCHES) 6 feet 2 inches	WEIGHT (LBS) 175
GENDER Male	ETHNICITY White	RACE Caucasian	

■ Establishment Category: You may apply for more than one category of agent card, but must include $75 for each category you are applying for. Check the categories you wish to apply for.

☒Cultivation ☒Production ☐Dispensary ☐Laboratory ☐Distributor

NEW

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

Nevada Marijuana Enforcement Division

Driver's License Front

■Name

NAME Adam C Grill

PHYSICAL ADDRESS [redacted]

PH

Copy the front of driver's license (or state/federal issued photo identification) into the area below.
If photocopying, insert this sheet into the photocopy machine.

[redacted]

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

Nevada Marijuana Enforcement Division

Driver's License Back

■ Name

NAME Adam C Grill

PHYSICAL ADDRESS [redacted]

Copy the back of driver's license (or state/federal issued photo identification) into the area below. If photocopying, insert this sheet into the photocopy machine.

[redacted]

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

Nevada Marijuana Enforcement Division

Applicant Required Attestation Form

All agent applicants must attest to the following:

1. They have not been convicted of an excluded offense. An excluded offense is a crime of violence or a violation of a state or federal law pertaining to controlled substances if the law was punishable as a felony in the jurisdiction where the person was convicted.
2. They do not currently have an establishment agent registration card, or if they do, they must supply the card number of the current card.
3. They have not had a marijuana establishment agent card revoked.
4. They are in compliance with any court order for the support of a child.

Print, sign and submit this form with your agent card application packet.

Name of Applicant: Adam C Grill DOB: [redacted] SSN(optional): [redacted]

Mailing Address of Applicant: [redacted]

City: [redacted] State: [redacted] Zip: [redacted]

Applicant Attestations

1. I, Adam C Grill, attest that I have not been convicted of an excluded felony offense.
2. I, Adam C Grill, attest that I do not currently have an establishment agent registration card OR I do and this is the registration number: N/A.
3. I, Adam C Grill, attest that I have not had a marijuana establishment agent registration card revoked.
4. I, Adam C Grill, attest that I am in compliance with my court order for support of a child OR I am not under any court orders.

Signature of Applicant: [signature] Date: 1/18/18

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

Nevada Marijuana Enforcement Division

Applicant Dispense/Divert Pledge Form

All new agent registration and renewal applications for establishment agent registration cards must pledge to the following:

1. Not to dispense or divert marijuana or marijuana products to unauthorized persons.

Print, sign and submit this form with your agent card application packet.

Name of Applicant: Adam C Grill DOB: [redacted] SSN (optiona [redacted]

Mailing Address of Applicant: [redacted]

City: [redacted] State: [redacted] Zip: [redacted]

I, Adam C Grill, pledge not to dispense or otherwise divert marijuana to any person who is not authorized to possess marijuana in accordance with provisions of Nevada Revised Statute 453A and/or NRS 453D.

Signature of Applicant: [signature] Date: 1/18/18

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

Nevada Marijuana Enforcement Division

Agent Photograph and Signature

Affix agent photograph and sign in the appropriate boxes below.

Photograph

The applicant will need to obtain a standard United States passport photograph that is 2 inches in both height and width. These can be obtained at many United State Post Offices as well as private establishments (Walgreens, etc.). Glue (or affix in some manner other than tape) the photograph inside of the marks to the right.

Signature

Applicant signature needs to be entered into the box to the right. The box is defined by the horizontal and vertical marks. This allows the signature to be scanned without a black border. The box is 1 inch high and 3 inches in length. Sign using a black pen.

Adam Grill

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

6. I hereby release from liability and promise to hold harmless under any and all causes of legal action, the State of Nevada, its officer(s), agent(s) and /or employee(s) who conducted my criminal history records search and provided information to the submitting agency for any statement(s), omission(s), or infringement(s) upon my current legal rights. I further release and promise to hold harmless and covenant not to sue any persons, firms, institutions or agencies providing such information to the State of Nevada on the basis of their disclosures. I have signed this release voluntarily and of my own free will.

A reproduction of this authorization for release of information by photocopy, facsimile or similar process, shall for all purposes be as valid as the original.
In consideration for processing my application I, the undersigned, whose name and signature voluntarily appears below; do hereby and irrevocably agree to the above.

Applicant's Name: Grill, Adam, C
(PRINT: Last, First, Middle)

Address [redacted]

Applicant's Signature: Adam Grill

Date: 1/18/18

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

5.2.11
TAB XI - A financial plan must be included in this tab which includes:

5.2.11.1
Financial statements showing the resources of the applicant, both liquid and illiquid.

Executive Summary

Applicant has $19,900,962 of available liquid assets which are unencumbered. Applicant commits to using the funds in order to construct and operate the 6 dispensaries they are applying for. Applicant can rely solely on the assets of the owners in order to fund all construction projects. The $6,000,000 in funding from Nutritional High is agreed upon and will be injected in three $2,000,000 dollar payments over the next 6 months. This transaction will occur with or without being awarded licenses by the Department. Without including operating income or illiquid assets, applicant has adequate funding to construct and operate all 6 facilities without any revenue for an entire year. In addition, applicant has $33,496,991 in illiquid assets most of which can be converted to cash within 3 months. The applicant has the ability to have sustain operations without any revenues for over two years.

Exhibit 5.2.11.1.A - Liquid Assets
Exhibit 5.2.11.1.B - Illiquid Assets

Exhibit 5.2.11.1.A Liquid Assests

Exhibit 5.2.11.1.A

Liquid

Person	Type	Source	Account	Amount
[redacted]				
			Total	**$19,900,962.14**

ODYSSEY TRUST COMPANY

E: info@odysseytrust.com
P: 587.885.0960
www.odysseytrust.com
835 - 409 Granville St **350 - 300 5th Ave SW**
Vancouver, BC V6C 1T2 **Calgary, AB T2P 3C4**

MEDMEN ENTERPRISES INC. CLASS B SUBORDINATE VOTING SHARES

ISIN: [redacted]
TRADING SYMBOL: **MMEN:CC**

DUKE FU
11430 KLAVANS COURT
LAS VEGAS NV 89183
UNITED STATES

Holder Account Number:
[redacted]
Registration:
DUKE FU

Direct Registration (DRS) - Transaction Statement

ACCOUNT BALANCE as of: 09/11/2018

UNRESTRICTED DRS SECURITIES	RESTRICTED DRS SECURITIES	TOTAL DRS BALANCE
0	1,692,252	1,692,252

[redacted]

and conditions which may be attached to the securities class represented by this statement can be obtained by contacting the Issuer.

Please see important PRIVACY NOTICE over the page.

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

[redacted]

Your Retirement Savings Statement

Cardinal Health 401(k) Savings Plan

WELLS FARGO

[redacted]
DUKE FU
[redacted]

ACCOUNT SUMMARY

Your vested balance is based on your account balance, years of credited service with your employer and the Plan's vesting schedule. Detailed information about your account can be found in the activity section.

For information about your account or for interactive planning tools go to www.wellsfargo.com.

Balance on 04/01/2018	**$310,802.10**
Money Out	
- Recordkeeping Fee	-$7.50
Total Money Out	**-$7.50**
Transfers Between Funds	
+ Transfers In	$307,540.80
- Transfers Out	-$307,540.80
Total Transfers	**$0.00**
Dividends & Interest	$2,086.43
Investment Gain/Loss	-$5,311.65
Ending Balance on 06/30/2018	**$307,569.38**
Net Change in Market Value	**-$3,232.72**

News About Your Plan

Take steps to further protect your account
Add 2-Step Verification to your online setup to provide an additional layer of security every time you access your account. Each time you sign on, a one-time advanced access code will be sent to your mobile device; you'll be asked to enter that code, in addition to your username and password.

To add 2-Step Verification, sign on to your account and select the **Security & Support** tab. Under **Protect Your Accounts** select **Sign on with 2-Step Verification.**

[redacted]

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

CONTRIBUTION SUMMARY

[redacted]

Total Contributions	**$0.00**	**$149.35**

VESTING INFORMATION

[redacted]

employer before you are fully vested.

Total	**$307,569.38**	**$307,569.38**

ASSET ALLOCATION

[redacted]

Total Assets	**$307,569.38**

The table above shows how your investments are currently allocated among the asset classes to help you determine if you need to make adjustments to your allocation. For the Cardinal Health Stock Fund, the information listed is Unit Price and Unit Shares. Actual share price and equivalent shares of the Cardinal Health Stock Fund are available at **wellsfargo.com**. The asset class information is taken from reliable sources, including the mutual fund companies, but is not guaranteed by Wells Fargo Bank, N.A. as to completeness or accuracy. Wells Fargo Bank, N.A. shall not be liable for any errors in content, or for any actions taken in reliance thereon. Please read each fund prospectus carefully for more information.

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

FUTURE INVESTMENTS

[redacted]

Total Assets	**$310,802.10**	**$0.00**	**-$7.50**	**$0.00**	**-$3,225.22**	**$307,569.38**

Your activity summary allows you to see all transactions and investment activity in your account for the quarter. Detailed Activity by Investment is available at www.wellsfargo.com.

*Investment Gain/Loss includes Dividends, Interest, Capital Gains and gain/loss due to investment price fluctuation.

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

[redacted]

[redacted]

DUKE FU [redacted]

267,709

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

[redacted]

DUKE FU [redacted]

267,710

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

The CGM Funds

P.O. Box 8511
Boston, Massachusetts 02266

Confirmation Statement

April 30, 2018

Investor Services: 1-800-343-5678

Internet: www.cgmfunds.com

MB 01 017835 39303 B 60 A
UMB BANK NA
CUST ROTH IRA FBO
DUKE FU
[redacted]

Account Transactions

[redacted]

Ending Balance as of 4/30/2018	$22,450.88	754.398

017835 1/2

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

The CGM Funds

c/o Boston Financial
P.O. Box 8511
Boston, MA 02266-8511

Confirmation Statement

December 31, 2017

Investor Services: 1-800-343-5678

Internet: www.cgmfunds.com

Broker/Dealer No:

MB 01 036232 71559 B 113 A
UMB BANK NA
CUST IRA FBO
DUKE FU
[redacted]

Account Transactions

[redacted]

Ending Balance as of 12/31/2017	$44,040.48	825.501

036232 1/2

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

The CGM Funds

c/o Boston Financial
P.O. Box 8511
Boston, MA 02266-8511

Confirmation Statement

December 31, 2017

Investor Services: 1-800-343-5678

Internet: www.cgmfunds.com

Broker/Dealer No:

MB 01 036233 71559 B 113 A
UMB BANK NA
CUST ROTH IRA FBO
DUKE FU
[redacted]

Account Transactions

[redacted]

Ending Balance as of 12/31/2017	$13,072.78			245.038

036233 1/2

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

The CGM Funds

P.O. Box 8511
Boston, Massachusetts 02266

Confirmation Statement

April 30, 2018

Investor Services: 1-800-343-5678

Internet: www.cgmfunds.com

MB 01 017833 39303 B 60 A
UMB BANK NA
CUST ROTH IRA FBO
DUKE FU
[redacted]

Account Transactions

[redacted]

Ending Balance as of 4/30/2018	$15,292.57	494.425

017833 1/2

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

The CGM Funds

P.O. Box 8511
Boston, Massachusetts 02266

Confirmation Statement

April 30, 2018

Investor Services: 1-800-343-5678

Internet: www.cgmfunds.com

MB 01 017832 39303 B 60 A
UMB BANK NA
CUST IRA FBO
DUKE FU
[redacted]

Account Transactions

[redacted]

Ending Balance as of 4/30/2018	$8,049.93	260.263

017832 1/2

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

The CGM Funds

P.O. Box 8511
Boston, Massachusetts 02266

Confirmation Statement

April 30, 2018

Investor Services: 1-800-343-5678

Internet: www.cgmfunds.com

MB 01 017834 39303 B 60 A
UMB BANK NA
CUST IRA FBO
DUKE FU
[redacted]

Account Transactions

[redacted]

Ending Balance as of 4/30/2018	$8,992.16	302.156

017834 1/2

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

PLEASE PRINT AND RETAIN FOR YOUR RECORDS
Note: This is your only notice. You will not receive a hardcopy statement by U.S. Mail.

Capital One Investing, LLC - Statement of Account

[redacted]

Capital One Investing, LLC
7940 Dominion Parkway
Plano, Texas 75024
1-800-747-2537

Statement Period: 8/1/2018 to 8/31/2018

ACCOUNT VALUE SUMMARY

ACCOUNT	THIS PERIOD	LAST PERIOD	CHANGE IN VALUE
Equities (Stocks and ETFs)	$9,872.63	$9,795.41	$77.22
Mutual Funds	$0.00	$0.00	$0.00
Cash Balance - FDIC Insured[1]	$398.99	$172.31	$226.68
Cash Balance - Money Market Fund	$0.00	$0.00	$0.00
Total	$10,271.62		

EARNINGS SUMMARY

EARNINGS TYPE	THIS PERIOD	YEAR-TO-DATE
Earned Interest	$0.00	$0.00
Dividends	$0.00	$128.17
Other	$0.00	$0.00

SECURITIES HELD IN ACCOUNT

EQUITY POSITIONS	SYMBOL	QUANTITY	PRICE	MARKET VALUE
S&P 500 INDEX SPDR	SPY	33.0000	$290.31	$9,580.23
WELLS FARGO & CO	WFC	5.0000	$58.479999	$292.40

MUTUAL FUND POSITIONS	SYMBOL	QUANTITY	PRICE [2]	MARKET VALUE

Your account shows no positions for this period.

OPTION POSITIONS	QUANTITY	PRICE	MARKET VALUE

Your account shows no positions for this period.

TRANSACTION ACTIVITY

DATE	DESCRIPTION	SYMBOL	QUANTITY	PRICE [2]	COMMISSION/ TRAN CHARGE	FEE [3]	AMOUNT
8/10/2018	SELL	SPY	(0.7236)	$283.159999	-	-	$204.89
8/14/2018	SELL	WFC	(0.3752)	$58.07	-	-	$21.79

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

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Capital One Investing, LLC - Statement of Account

[redacted]

Capital One Investing, LLC
7940 Dominion Parkway
Plano, Texas 75024
1-800-747-2537

Statement Period: 8/1/2018 to 8/31/2018

ACCOUNT VALUE SUMMARY

ACCOUNT	THIS PERIOD	LAST PERIOD	CHANGE IN VALUE
Equities (Stocks and ETFs)	$9,872.63	$9,795.41	$77.22
Mutual Funds	$0.00	$0.00	$0.00
Cash Balance - FDIC Insured[1]	$398.99	$172.31	$226.68
Cash Balance - Money Market Fund	$0.00	$0.00	$0.00
Total	$10,271.62		

EARNINGS SUMMARY

EARNINGS TYPE	THIS PERIOD	YEAR-TO-DATE
Earned Interest	$0.00	$0.00
Dividends	$0.00	$128.17
Other	$0.00	$0.00

SECURITIES HELD IN ACCOUNT

EQUITY POSITIONS	SYMBOL	QUANTITY	PRICE	MARKET VALUE
S&P 500 INDEX SPDR	SPY	33.0000	$290.31	$9,580.23
WELLS FARGO & CO	WFC	5.0000	$58.479999	$292.40

MUTUAL FUND POSITIONS	SYMBOL	QUANTITY	PRICE [2]	MARKET VALUE

Your account shows no positions for this period.

OPTION POSITIONS	QUANTITY	PRICE	MARKET VALUE

Your account shows no positions for this period.

TRANSACTION ACTIVITY

DATE	DESCRIPTION	SYMBOL	QUANTITY	PRICE [2]	COMMISSION/ TRAN CHARGE	FEE [3]	AMOUNT
8/10/2018	SELL	SPY	(0.7236)	$283.159999	-	-	$204.89
8/14/2018	SELL	WFC	(0.3752)	$58.07	-	-	$21.79

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

[redacted]

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

FIDELITY PREFERRED SERVICES[sm]

INVESTMENT REPORT
July 1, 2018 - July 31, 2018

Envelope # BFWSFKBBBBBVK

AMY FU

[redacted]

Your Portfolio Value: **$20,545.54**

Portfolio Change from Last Period: ▲ $2,283.41

[redacted]

[redacted]

MR_CE _BFWSFKBBBBBVK_ BBBBB 20180731

Brokerage services provided by Fidelity Brokerage Services LLC (FBS), Member NYSE, SIPC (800) 544-6666. Brokerage accounts carried by National Financial Services LLC (NFS), Member NYSE, SIPC.

M043221318201807 31

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Portfolio Summary

Accounts Included in This Report

Page	Account Type/Name	Account Number	Beginning Value	Ending Value
	GENERAL INVESTMENTS			
	[redacted]			
	Ending Portfolio Value		**$18,262.13**	**$20,545.54**

Other Holdings[1]

Page	Account Type/Name	Beginning Value	Ending Value
	[redacted]		
	Total Including Other Holdings	**$18,262.13**	**$20,545.54**

[redacted]

MR_CE _BFWSFKBBBBBVK_BBBBB 20180731 S

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

Portfolio Summary (continued)

Income Summary

	This Period	Year-to-Date
Taxable	**$0.05**	**$243.02**
[redacted]		
Total	**$0.05**	**$243.02**

Top Holdings

Description	Value	Percent of Portfolio
[redacted]		
Total	$20,545	100%

MR_CE _BFWSFKBBBBBVK_BBBBB 20180731 S

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Account Summary

Account # [redacted]
AMY FU - I

Account Value: **$20,545.52**

[redacted]

Ending Account Value	**$20,545.52**	**$20,545.52**

[redacted]

[redacted]

Top Holdings

Description	Value	Percent of Account
[redacted]		
Total	**$20,545**	**100%**

Please note that, due to rounding, percentages may not add to 100%.

Income Summary

	This Period	Year-to-Date
Taxable	**$0.05**	**$243.02**
[redacted]		
Total	**$0.05**	**$243.02**

MR_CE _BFWSFKBBBBBVK_BBBBB 20180731 S

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

Walgreens Trusted since 1901

Empower Retirement
P.O. Box 173764
Denver, CO 80217-3764

WALGREEN PROFIT-SHARING RETIREMENT PLAN

AMY FU
[redacted]

Statement Period: 04/01/2018 - 06/30/2018
Participant ID: [redacted]
Plan: 150103-01

What is my account balance?

$176,937.78

As of 06/30/2018

Where can I go for help?

Website: www.wagprofitsharing.com
Phone: 1-877-924-7763
TTY: 1-800-345-1833
Mail: Empower Retirement
P.O. Box 173764
Denver, CO 80217-3764

How has my account changed?

	Employee	Employer	Total
Balance as of March 31, 2018	**$123,308.27**	**$49,857.09**	**$173,165.36**
Payroll Contributions	1,487.26	66.10	1,553.36
Change in Value	2,042.92	183.47	2,226.39
Expenses	-5.22	-2.11	-7.33
Balance as of June 30, 2018	**$126,833.23**	**$50,104.55**	**$176,937.78**
Vested Balance as of June 30, 2018	**$126,833.23**	**$50,104.55**	**$176,937.78**

Vesting information provided as of June 30, 2018

How will my future contributions be invested?

To view your investment elections for your future contributions, please visit your plan's website.

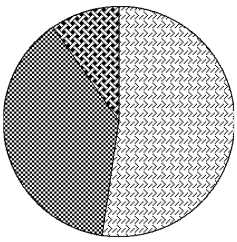
EMPOWER RETIREMENT™

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

WALGREEN PROFIT-SHARING RETIREMENT PLAN

AMY FU
[redacted]

How is my account invested?



52.32% Target Retirement Funds
37.94% Index Funds
9.74% Active Funds

	Beginning Balance	Deposits	Dividends /Change in Value	Transfers	Withdrawals /Expenses	Ending Balance	Ending Units/ Shares
[redacted]							
Totals	**173,165.36**	**1,553.36**	**2,226.39**		**-7.33**	**176,937.78**	

How is my account being funded?

	Beginning Balance	Deposits	Dividends /Change in Value	Withdrawals /Expenses /Transfers	Ending Balance	Percent Vested	Vested Balance
[redacted]							
Totals	**173,165.36**	**1,553.36**	**2,226.39**	**-7.33**	**176,937.78**		**176,937.78**

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WALGREEN PROFIT-SHARING RETIREMENT PLAN

AMY FU
[redacted]

What is my estimated equivalent shares summary?

Fund Name	Cost Basis	Equivalent Share Price	Equivalent Share Balance
WBA Stock Fund	$3,269.64	$60.02	51.542

Investment in company stock is available through the plan's unitized company stock fund. A unitized company stock fund combines company stock with a small percentage of a cash investment to provide liquidity. The Equivalent Shares reflect the estimated number of company stock shares allocated to your account based on your balance in the company stock fund.

What is my paycheck contribution information?

Before Tax 90%

Participants age 50 and older may make additional catch-up contributions of $6,000 for 2018.

What activity took place this period?

	Payroll Date	Effective Date	Dollar Amount
[redacted]			
Total Deposits/Contributions			**1,553.36**
Expenses			
[redacted]			
Total Expenses			**-7.33**

[redacted]

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

[redacted]

J.P.Morgan

Statement Period Ending
July 31, 2018

65896 BDS 001 021 21218 - NNNNNNNNNNNN
AMY FU TOD
[redacted]

Consolidated Investment Statement

Portfolio Value

Account Description	Last Month	This Month
Brokerage	2,042,498.29	2,090,526.31
Retirement Managed	64,314.57	66,392.60
PORTFOLIO VALUE	**$2,106,812.86**	**$2,156,918.91**

See the Summary of Accounts on page 5 for footnotes and more detail.

[redacted]

Account is held at J.P. Morgan Securities LLC (JPMS), member Financial Industry Regulatory Authority (FINRA) and Securities Investor Protection Corporation (SIPC). **This statement summary is provided for convenience purposes only**. For information about your JPMS account(s), please refer to your official JPMS account statement(s), which follows this statement summary. **Neither this statement summary nor your official JPMS account statement(s) should be used for tax reporting purposes.**

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Consolidated Asset Allocation Summary

Description	Market Value Last Month	Market Value This Month	Total Change ($)	Total Change (%)
[redacted]				
TOTAL	**$2,106,812.86**	**$2,156,918.91**	**$50,106.05**	**+2.37**

Consolidated Assets and Liabilities Summary

Description	Last Month	This Month
Total Assets	2,106,812.86	2,156,918.91
TOTAL PORTFOLIO VALUE	**$2,106,812.86**	**$2,156,918.91**
Total Portfolio Value with Accruals	**$2,106,812.86**	**$2,156,918.91**

Consolidated Cash Flow Summary

Description	This Month	Year-to-Date
Opening Cash Balance	**$1,074.90**	**$0.00**
[redacted]		
CLOSING CASH BALANCE	**$51,032.73**	**$51,032.73**

"Opening Cash Balance" and "Closing Cash Balance" include Sweep Funds.

[redacted]

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Consolidated Income Summary

Account Description	Income from Taxable Investments Year-to-Date	Income from Non-Taxable Investments Year-to-Date	Total Income from Investments Year-to-Date
[redacted]			
TOTAL	**$6,706.79**	**$5,371.73**	**$12,078.52**

Taxable and Non-taxable income classifications are based on the characteristics of the underlying securities and not the taxable status of the account.

Consolidated Unrealized Gain / Loss Summary

Account Description	Short Term G/L	Long Term G/L	Net G/L
[redacted]			
TOTAL	**$42,324.30**	**$250,831.90**	**$293,156.20**

Unrealized Gain / Loss represents Gain / Loss data since the date of acquisition.

Consolidated Realized Gain / Loss Summary

	This Month			Year-To-Date		
Account Description	Short Term G/L	Long Term G/L	Net G/L	Short Term G/L	Long Term G/L	Net G/L
[redacted]						
TOTAL	**$0.00**	**($240.53)**	**($240.53)**	**$368.33**	**$84,184.13**	**$84,552.46**

Realized gain/loss information is provided for transactions in your account as of the trade date and excludes transactions where cost basis information has not been provided or is unavailable. Gain/loss calculations do not include adjustments for wash sales that may have occurred on the last business day of this statement period. These wash sale adjustments, if any, will be reflected on your next statement. Cost basis and realized gain/loss on statements are provided for informational purposes only and should not be used for tax purposes or otherwise relied upon without the assistance of your tax advisor.

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Summary of Accounts

Page No.	Account Number	Account Description	Account Value Last Month	Net Deposits & Withdrawals	Income	Fees [1]	Change in Investment Value	Account Value This Month
		Brokerage						
7	[redacted]	**TFR ON DEATH IND** AMY FU TOD	2,042,498.29	0.00	2,199.10	0.00	45,828.92	2,090,526.31
	Total Value		**$2,042,498.29**	**$0.00**	**$2,199.10**	**$0.00**	**$45,828.92**	**$2,090,526.31**
		Retirement Managed						
15	[redacted]1	**IRA ROTH** AMY FU ROTH IRA JPMS LLC CUST. JPMorgan Core Advisory Portfolio (JPMCAP) *Managed Equities IOP Non-JPM Mgd. Inv.*	64,314.57	0.00	25.37	(57.49)	2,110.15	66,392.60
	Total Value		**$64,314.57**	**$0.00**	**$25.37**	**($57.49)**	**$2,110.15**	**$66,392.60**
	TOTAL PORTFOLIO VALUE		**$2,106,812.86**	**$0.00**	**$2,224.47**	**($57.49)**	**$47,939.07**	**$2,156,918.91**

Important Information

23 Go to this section for Contact Information, Messages, and Important Information about your statements

This is your Primary Account for the household. It is used to determine the mailing address for this statement and should be referenced when you have an inquiry.

Statement delivered to you electronically.

1 *Account fees, management fees, and debit interest are included. Trade related fees charged by brokers and commissions impact the total cost or proceeds of your trades and are not included here.*

Brokerage accounts are non-discretionary and all investment decisions are made by the client. For these accounts, J.P. Morgan Securities LLC (JPMS) does not provide advice on asset allocations nor does its personnel take discretion over any client accounts. Such advice and services are provided exclusively for Managed Accounts at either JPMS or the Bank.

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J.P.Morgan

Statement Period
June 30 - July 31, 2018
Last Statement: June 29, 2018

Account Number
[redacted]

Account Value: **$2,090,526.31**

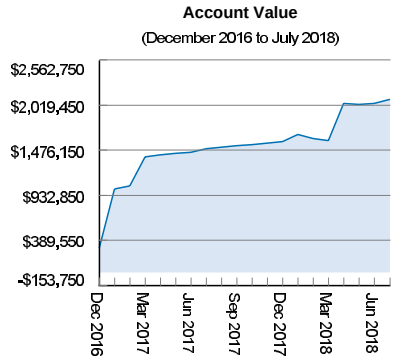
AMY FU TOD
8702 CREST BASIN CT
LAS VEGAS NV 89123-4805

TFR ON DEATH IND

Account Activity Summary

Description	This Period	Year-to-Date
Beginning Account Value	$2,042,498.29	$1,580,606.60
[redacted]		
ENDING ACCOUNT VALUE	$2,090,526.31	$2,090,526.31
[redacted]		
Account Value With Accruals	$2,090,526.31	$2,090,526.31

1 *Account fees, management fees, and debit interest are included. Trade related fees charged by brokers and commissions impact the total cost or proceeds of your trades and are not included here.*



Month End Closing Method: First In, First Out (FIFO)

Your Broker/Dealer is J.P. MORGAN SECURITIES LLC, 4 Chase Metrotech Center, Brooklyn, New York 11245-0001

INVESTMENT AND INSURANCE PRODUCTS ARE: · NOT FDIC INSURED · NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY
· NOT A DEPOSIT OR OTHER OBLIGATION OF, OR GUARANTEED BY, JPMORGAN CHASE BANK, N.A. OR ANY OF ITS AFFILIATES
· SUBJECT TO INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL AMOUNT INVESTED

JPMorgan Chase Bank, N.A. and its affiliates (collectively "JPMCB") offer investment products, which may include bank managed accounts and custody, as part of its trust and fiduciary services. Other investment products and services, such as brokerage and advisory accounts, are offered through **J.P. Morgan Securities LLC** (JPMS), a member of FINRA and SIPC. Annuities are made available through Chase Insurance Agency, Inc. (CIA), a licensed insurance agency, doing business as Chase Insurance Agency Services, Inc. in Florida. JPMCB, JPMS and CIA are affiliated companies under the common control of JPMorgan Chase & Co. Products not available in all states. For information about your account, please refer to your official JPMS account statement **which should not be used for tax reporting purposes**. Please read the important disclosures at the end of the statement. For questions, please call (800) 690 4557.

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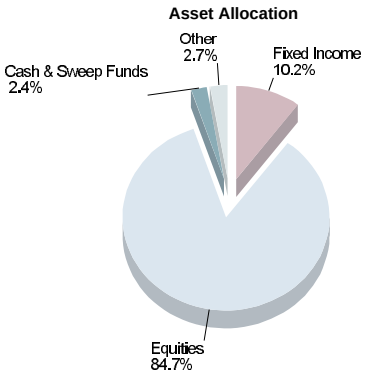
Asset Allocation Summary

Description	Market Value Previous Period	Market Value This Period	Total Change ($)	Total Change (%)
[redacted]				
TOTAL ACCOUNT VALUE	**$2,042,498.29**	**$2,090,526.31**	**$48,028.02**	**+2.35**



The allocation percentage is derived from net positive market values only.

Assets and Liabilities Summary

Description	Previous Period	This Period
[redacted]		
Total Assets	**$2,042,498.29**	**$2,090,526.31**
Total Liabilities	**$0.00**	**$0.00**
TOTAL ACCOUNT VALUE	**$2,042,498.29**	**$2,090,526.31**
Total Account Value with Accruals	**$2,042,498.29**	**$2,090,526.31**

Income Summary

Description	This Period	Year-to-Date
Dividends	1,424.88	6,316.17
Interest	0.00	0.11
Total Income from Taxable Investments	**$1,424.88**	**$6,316.28**
Dividends	774.22	5,371.73
Total Income from Non-Taxable Investments	**$774.22**	**$5,371.73**
TOTAL INCOME	**$2,199.10**	**$11,688.01**

Taxable and Non-taxable income classifications are based on the characteristics of the underlying securities and not the taxable status of the account.

Cash Flow Summary

Description	This Period	Year-to-Date
Opening Cash Balance	**$0.00**	**$0.00**
Trade and Investment Activity	50,000.00	503,783.44
Income	2,199.10	11,688.01
Cash Deposits	0.00	9,967.91
Automated Sweep Program	0.00	384,000.00
Total Credits	**$52,199.10**	**$909,439.36**
Trade and Investment Activity	(2,199.10)	(395,492.93)
Automated Sweep Program	0.00	(463,946.43)
Total Debits	**($2,199.10)**	**($859,439.36)**
Net Cash Activity	**$50,000.00**	**$50,000.00**
CLOSING CASH BALANCE	**$50,000.00**	**$50,000.00**

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0003-00399
SA001154

Unrealized Gain / Loss Summary

Description	This Period
[redacted]	
Short-Term Net Gain / Loss	**$40,888.55**
[redacted]	
Long-Term Net Gain / Loss	**$250,831.90**
TOTAL UNREALIZED GAIN / LOSS	**$291,720.45**

Unrealized Gain / Loss represents Gain / Loss data since the date of acquisition.

Cash Flow Summary (continued)

Description	This Period	Year-to-Date

"Opening Cash Balance" and "Closing Cash Balance" include Sweep Funds.

Realized Gain / Loss Summary

Description	This Period	Year-to-Date
Short-Term Gain	0.00	3,790.85
Short-Term Loss	0.00	(3,436.32)
Short-Term Net Gain / Loss	**$0.00**	**$354.53**
Long-Term Gain	0.00	84,475.89
Long-Term Loss	(240.53)	(291.76)
Long-Term Net Gain / Loss	**($240.53)**	**$84,184.13**
TOTAL REALIZED GAIN / LOSS	**($240.53)**	**$84,538.66**

Realized gain/loss information is provided for transactions in your account as of the trade date and excludes transactions where cost basis information has not been provided or is unavailable.

Gain/loss calculations do not include adjustments for wash sales that may have occurred on the last business day of this statement period. These wash sale adjustments, if any, will be reflected on your next statement.

Cost basis and realized gain/loss on statements are provided for informational purposes only and should not be used for tax purposes or otherwise relied upon without assistance of your tax advisor.

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Holdings

The total cost basis for each security position and the unrealized gain/loss are provided solely for your convenience and may not be used for tax purposes or otherwise relied upon. If you have questions related to the tax treatment of your investments, please consult your tax advisor. Unrealized gain/loss total reflects only those positions for which a cost basis is available or has been provided. J.P. Morgan has not, and cannot, validate the cost basis of positions reported by you or your agent, and are displayed solely for your convenience. Information on this statement related to cost and gain/loss calculations does not include adjustments for wash sales that may have occurred on transactions pending settlement. These wash sale adjustments, if any, will be reflected on your next statement.

CASH & SWEEP FUNDS

Description	Acquisition Date	Quantity	Price	Market Value	Unit Cost	Cost Basis	Unrealized Gain/Loss	Accrued Income / Est. Annual Inc.
CASH BALANCE				50,000.00				
P PENDING SALES				50,000.00				
TOTAL CASH & SWEEP FUNDS				$50,000.00				-- / --

EQUITIES

Description	Acquisition Date	Quantity	Price	Market Value	Unit Cost	Cost Basis	Unrealized Gain/Loss	Accrued Income / Est. Annual Inc.

[redacted]

Please read the important disclosures at the end of the statement. For questions, please contact us using the information provided on the front of this statement.

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EQUITIES (continued)

Description	Acquisition Date	Quantity	Price	Market Value	Unit Cost	Cost Basis	Unrealized Gain/Loss	Accrued Income / Est. Annual Inc.
[redacted]								
TOTAL EQUITIES				**$1,772,030.56**		**$1,480,927.80**	**$291,102.76**	-- / **$10,679.32**

FIXED INCOME

Description	Acquisition Date	Quantity	Price	Market Value	Unit Cost	Cost Basis	Unrealized Gain/Loss	Accrued Income / Est. Annual Inc.
[redacted]								
TOTAL FIXED INCOME				**$212,791.98**		**$213,647.65**	**($855.67)**	-- / **$7,597.63**

OTHER

Description	Acquisition Date	Quantity	Price	Market Value	Unit Cost	Cost Basis	Unrealized Gain/Loss	Accrued Income / Est. Annual Inc.
[redacted]								
TOTAL OTHER				**$55,703.77**		**$54,230.41**	**$1,473.36**	-- / **$2,844.45**

Total Account Value : $2,090,526.31

P *Position reflects trades executed pending settlement*

* *A large number of tax lots exist for the securities denoted with an asterisk. Individual tax lots are available by calling the appropriate number on the front of this statement.*

See additional footnotes on the last page of the Holdings section.

Please read the important disclosures at the end of the statement. For questions, please contact us using the information provided on the front of this statement.

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CHASE PRIVATE CLIENT
JPMorgan Chase Bank, N.A.
P O Box 182051
Columbus, OH 43218 - 2051

June 30, 2018 through July 31, 2018
Primary Account: [redacted]

CUSTOMER SERVICE INFORMATION

Web site:	**Chase.com**
Service Center:	**1-888-994-5626**
Deaf and Hard of Hearing:	1-800-242-7383
International Calls:	1-713-262-1679

00255502 DRE 703 219 21318 NNNNNNNNNNN 1 000000000 69 0000
AMY FU
[redacted]

CONSOLIDATED BALANCE SUMMARY

ASSETS

[redacted]

TOTAL ASSETS	**$191,954.12**	**$109,338.95**

CHASE PRIVATE CLIENT CHECKING

AMY FU [redacted]

[redacted]

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

CHASE PRIVATE CLIENT

June 30, 2018 through July 31, 2018
Primary Account: [redacted]

CHECKS PAID

[redacted]

Total Checks Paid **$71,712.90**

If you see a check description in the Transaction Detail section, it means your check has already been converted for electronic payment. Because of this, we're not able to return the check to you or show you an image on Chase.com.

* All of your recent checks may not be on this statement, either because they haven't cleared yet or they were listed on one of your previous statements.

^ An image of this check may be available for you to view on Chase.com.

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		**$152,743.32**
[redacted]			
	Ending Balance		**$70,352.13**

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

CHASE PRIVATE CLIENT

June 30, 2018 through July 31, 2018
Primary Account: [redacted]

CHASE PRIVATE CLIENT CHECKING

AMY FU
OR ROBERT MYONG
OR MICHAEL C LIU

Account Number [redacted]

CHECKING SUMMARY

	AMOUNT
Beginning Balance	**$6,097.21**
[redacted]	
Ending Balance	**$5,872.08**
[redacted]	

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		**$6,097.21**
[redacted]			
	Ending Balance		**$5,872.08**

CHASE PRIVATE CLIENT SAVINGS

AMY FU

Account Number: 000003582825815

SAVINGS SUMMARY

	AMOUNT
Beginning Balance	**$33,113.59**
Deposits and Additions	1.15
Ending Balance	**$33,114.74**

[redacted]

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

CHASE PRIVATE CLIENT

June 30, 2018 through July 31, 2018
Primary Account: [redacted]

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		**$33,113.59**
07/31	Interest Payment	**1.15**	33,114.74
	Ending Balance		**$33,114.74**

[redacted]

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

Computershare Investor Centre

Date: 23/08/2018

MS AMY FU

[redacted]

Dear Sir/Madam,

Thank you for your enquiry and below is the account balance(s) of your portfolio as at: 23/08/2018

Total Value: $298,949.28

[redacted]

| CERTAINTY | INGENUITY | ADVANTAGE |

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0003-00407

SA001162

Skip to main content

Collapse all categories All Accounts

Account Summary

Standard viewTile View
List viewList View

Cash Accounts

$296,549.91
Total available balance

[redacted] $1,588.00

BUSINESS CHECKING
...7673

$1,588.00
Available balance

- View Activity
- Transfer Money
- Send Money
- View Statements
- Manage Alerts

MEMPHIS PREM TRUST Accounts $29,878.93

MEMPHIS PREM TRUST
[redacted]

$29,878.93
Available balance

- View Activity
- Transfer Money
- Send Money
- View Statements
- Manage Alerts

MODELS2YOU, LLC Accounts $1,684.11

BUSINESS CHECKING
[redacted]

$1,684.11
Available balance

- View Activity
- Transfer Money
- Send Money
- View Statements
- Manage Alerts

SANDY PREM 2, LLC Accounts $69,565.33

BUSINESS CHECKING
[redacted]

$69,565.33
Available balance

- View Activity
- Transfer Money
- Send Money
- View Statements
- Manage Alerts

SANDY PREM 3, LLC Accounts $85,600.75

BUSINESS CHECKING $74,037.52

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

[redacted] Available balance

- View Activity
- Transfer Money
- Send Money
- View Statements
- Manage Alerts

BUSINESS MARKET RATE SAVINGS $11,563.23
Available balance
[redacted]

- View Activity
- Transfer Money
- Send Money
- View Statements
- Manage Alerts

SANDY PREM LLC Accounts $4,796.57

BUSINESS CHECKING $4,796.57
.[redacted] Available balance

- View Activity
- Transfer Money
- Send Money
- View Statements
- Manage Alerts

SPSV1 LLC Accounts $2,358.31

BUSINESS CHECKING $2,358.31
.[redacted] Available balance

- View Activity
- Transfer Money
- Send Money
- View Statements
- Manage Alerts

VALTUS REAL ESTATE, LLC Accounts $32,625.87

Valtus RE $32,625.87
[redacted] Available balance

- View Activity
- Transfer Money
- Send Money
- View Statements
- Manage Alerts

Personal Accounts $68,452.04

Rutt checking $26,370.13
[redacted] Available balance

- View Activity
- Transfer Money
- Send Money
- View Benefits

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- View Statements
- Manage Alerts

Joint Max Steinberg
..[redacted]

$15,423.85
Available balance

- View Activity
- Transfer Money
- Send Money
- View Statements
- Manage Alerts

Iane Checking
...[redacted]

$14,567.42
Available balance

- View Activity
- Transfer Money
- Send Money
- View Statements
- Manage Alerts

Nampung checking
[redacted]

$5,868.05
Available balance

- View Activity
- Transfer Money
- Send Money
- View Benefits
- View Statements
- Manage Alerts

Nampung Savings
[redacted]

$6,222.59
Available balance

- View Activity
- Transfer Money
- Send Money
- View Statements
- Manage Alerts

Investments

$41,618.43
Total account value

Personal Accounts $41,618.43

Wells Trade Personal *
[redacted]

$41,618.43
Total account value

Wells Fargo Clearing Services, LLC

- Overview
- Portfolio
- Activity
- Balances
- Performance
- Trade

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Credit

$7,051.47
Total outstanding balance

MODELS2YOU, LLC Accounts $4,834.41

BUSINESS CARD
[redacted]

$0.00
Outstanding balance

- View Activity
- Make Payment
- View Statements
- Manage Alerts

BUSINESS CARD
[redacted]

$4,834.41
Outstanding balance

- View Activity
- Make Payment
- View Statements
- Manage Alerts

VALTUS REAL ESTATE, LLC Accounts $1,944.42

WELLS FARGO BUSINESS SIGNATURE CARD
[redacted]

$1,944.42
Outstanding balance

- View Activity
- View Statements
- Manage Alerts

Personal Accounts $272.64

THE PRIVATE BANK BY INVITATION VISA SIGNATURE CARD
[redacted]

$272.64
Outstanding balance

- View Activity
- Make Payment
- View Statements
- Manage Alerts

Rewards

20,716
Total rewards balance

GO FAR REWARDS
[redacted]

20,716
Available rewards balance

- Redeem to Account
- Explore Travel
- Browse Merchandise
- Earn More Mall®
- Get Gift Cards
- Get Downloads

*Account Disclosures

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Primary Account: [redacted]

THERON K CHOW TTEE
U/A DTD 07/19/2016
[redacted]

YOUR MERRILL EDGE REPORT

August 01, 2018 - August 31, 2018

PORTFOLIO SUMMARY

	August 31	July 31	Month Change	
Net Portfolio Value	**$230,498.16**	**$246,210.23**	**($15,712.07)**	▼
Your assets	$251,625.00	$267,150.00	($15,525.00)	▼
Your liabilities	($21,126.84)	($20,939.77)		
Your Net Cash Flow (Inflows/Outflows)	($187.07)	($2,697.18)		
Securities You Transferred In/Out	-	-		
Subtotal Net Contributions	***($187.07)***	***($2,697.18)***		
Your Dividends/Interest Income	-	-		
Your Market Gains/(Losses)	($15,525.00)	($19,500.00)		
Subtotal Investment Earnings	***($15,525.00)***	***($19,500.00)***		

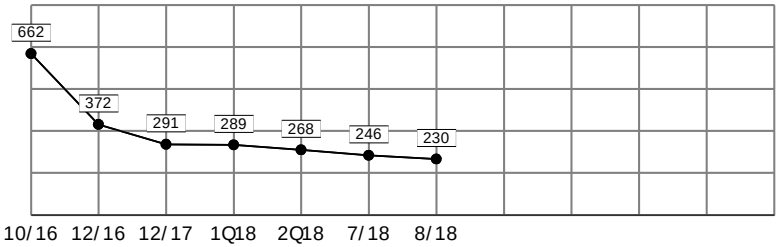
Questions About Your Statement:
Mon-Fri, 7:30 a.m.-10 p.m., (ET)
(877) 653-4732
24-Hour Account Information & Services

Your Merrill Lynch Office:
Merrill EDGE
FL9-802-03-05
P.O. BOX 40486
JACKSONVILLE, FL 32203

Up-to-date account information can be viewed at: www.merrilledge.com, where your statements are archived for three or more years.

Questions about www.merrilledge.com? Click the "help" tab at the top of the screen once you log in.

Total Value (Net Portfolio Value plus Assets Not Held/Valued By MLPF&S, if any) in thousands, 2016-2018



WANT TO INVEST FOR YOUR CHILD'S COLLEGE EDUCATION?

You may be eligible for a plan that provides the potential for a federally tax-advantaged way to invest for college. Learn more about your choices by visiting merrilledge.com/college-savings or calling 888.MER.EDGE (888.637.3343).

Merrill Edge is the marketing name for two businesses: Merrill Edge Advisory Center, which offers team-based advice and guidance brokerage services; and a self-directed online investing platform. Both are made available through Merrill Lynch, Pierce, Fenner & Smith Incorporated (MLPF&S). MLPF&S is a registered broker-dealer, Member SIPC and a wholly owned subsidiary of Bank of America Corporation. Investment products: **Are Not FDIC Insured** | **Are Not Bank Guaranteed** | **May Lose Value**

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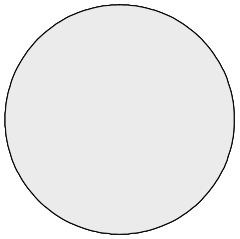
YOUR PORTFOLIO REVIEW

August 01, 2018 - August 31, 2018

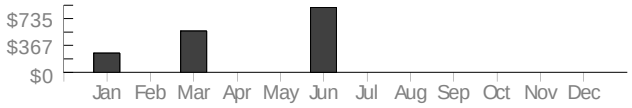
ASSET ALLOCATION*

* Estimated Accrued Interest not included; may not reflect all holdings; does not include asset categories less than 1%; includes the categorical values for the underlying portfolio of individual mutual funds, closed end funds, and UITs.



	Current Value	Allocation
Alternative Investments	251,625.00	100.00%
TOTAL	**$251,625.00**	**100%**

CURRENT INCOME



	This Report	Year To Date
Tax-Exempt Interest	-	-
Taxable Interest	-	-
Tax-Exempt Dividends	-	-
Taxable Dividends	-	1,780.26
Total	-	$1,780.26
Your Estimated Annual Income		$1,778.00

TOP FIVE PORTFOLIO HOLDINGS

Based on Estimated Market Value

	Current Value	*% of Portfolio*
PROSHARES TR ULTRASHORT	251,625.00	100.00%

FINANCIAL MARKET INDICATORS

	This Report	*Last Report*	*Previous Year End*
S&P 500	2901.52	2816.29	2673.61
Three-Month Treasury Bills	2.09%	2.02%	1.38%
Long-Term Treasury Bonds	3.02%	3.08%	2.74%
One-Month LIBOR	2.07%	2.07%	1.56%
NASDAQ	8109.54	7671.79	6903.39

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Online at: **www.merrilledge.com**

Account Number: [redacted]

24-Hour Assistance: (877) 653-4732
Access Code: [redacted]

THERON K CHOW TTEE
U/A DTD 07/19/2016
[redacted]

Net Portfolio Value: $230,498.16

Your Merrill Lynch Office:
Merrill EDGE
FL9-802-03-05
P.O. BOX 40486
JACKSONVILLE, FL 32203

CMA® FOR TRUST ACCOUNT

This account is enrolled in the Preferred Rewards Platinum Honors tier

August 01, 2018 - August 31, 2018

	This Statement	*Year to Date*
Opening Value (08/01)	**$246,210.23**	
Total Credits	-	1,780.26
Total Debits	(187.07)	(6,323.09)
Securities You Transferred In/Out	-	-
Market Gains/(Losses)	(15,525.00)	(56,250.00)
Closing Value (08/31)	**$230,498.16**	

ASSETS	*August 31*	*July 31*
Cash/Money Accounts	-	-
Fixed Income	-	-
Equities	-	-
Mutual Funds	251,625.00	267,150.00
Options	-	-
Other	-	-
Subtotal (Long Portfolio)	***251,625.00***	*267,150.00*
TOTAL ASSETS	**$251,625.00**	$267,150.00

LIABILITIES		
Margin Loan	(21,126.84)	(20,939.77)
Short Market Value	-	-
TOTAL LIABILITIES	**(21,126.84)**	(20,939.77)
NET PORTFOLIO VALUE	**$230,498.16**	$246,210.23
MARGIN AVAILABLE CREDIT	79,523.00	

Merrill Edge is the marketing name for two businesses: Merrill Edge Advisory Center, which offers team-based advice and guidance brokerage services; and a self-directed online investing platform. Both are made available through Merrill Lynch, Pierce, Fenner & Smith Incorporated (MLPF&S). MLPF&S is a registered broker-dealer, Member SIPC and a wholly owned subsidiary of Bank of America Corporation. Investment products: **Are Not FDIC Insured** | **Are Not Bank Guaranteed** | **May Lose Value**

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0003-00414
SA001169

CMA® FOR TRUST ACCOUNT

August 01, 2018 - August 31, 2018

CASH FLOW

	This Statement	*Year to Date*
Opening Cash/ Money Accounts	**($20,939.77)**	
CREDITS		
Funds Received	-	-
Electronic Transfers	-	-
Other Credits	-	-
Subtotal	**-**	-
DEBITS		
Electronic Transfers	-	-
Margin Interest Charged	(187.07)	(1,308.11)
Other Debits	-	-
Visa Purchases	-	-
ATM/ Cash Advances	-	(5,014.98)
Checks Written/ Bill Payment	-	-
Advisory and other fees	-	-
Subtotal	***(187.07)***	*(6,323.09)*
Net Cash Flow	**($187.07)**	($6,323.09)

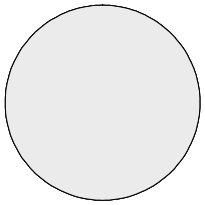
OTHER TRANSACTIONS

Dividends/ Interest Income	-	1,780.26
Security Purchases/ Debits	-	-
Security Sales/ Credits	-	-
Closing Cash/ Money Accounts	**($21,126.84)**	

Fees Included in Transactions Above		
ATM/ Cash Advance Fees	-	(14.98)

ASSET ALLOCATION*

* Estimated Accrued Interest not included; may not reflect all holdings; does not include asset categories less than 1%; includes the categorical values for the underlying portfolio of individual mutual funds, closed end funds, and UITs.



	Allocation
Alternative Investments	100.00%
TOTAL	**100%**

DOCUMENT PREFERENCES THIS PERIOD

	Mail	*Online Delivery*
Statements		X
Performance Reports		X
Trade Confirms		X
Shareholders Communication		X
Prospectus		X
Service Notices		X
Tax Statements		X

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YOUR CMA FOR TRUST ASSETS

August 01, 2018 - August 31, 2018

MUTUAL FUNDS/ CLOSED END FUNDS/ UIT *Description*	*Quantity*	*Total Cost Basis*	*Estimated Market Price*	*Estimated Market Value*	*Unrealized Gain/ (Loss)*	*Total Client Investment*	*Cumulative Investment Return ($)*	*Estimated Annual Income*	*Current Yield%*
[redacted]									
TOTAL		432,600.00		**251,625.00**	(180,975.00)		**(180,975)**	**1,778**	.71

LONG PORTFOLIO	*Adjusted/ Total Cost Basis*	*Estimated Market Value*	*Unrealized Gain/ (Loss)*	*Estimated Accrued Interest*	*Estimated Annual Income*	*Current Yield%*
TOTAL	432,600.00	**251,625.00**	(180,975.00)		**1,778**	.71

Total Client Investment: Cost of shares directly purchased and still held. Does not include shares purchased through reinvestment.
Cumulative Investment Return: Estimated Market Value minus Total Client Investment. Cumulative Investment Return is the dollar value of the capital appreciation (depreciation) of all shares purchased and still held, including shares acquired through reinvestment of dividends and distributions, which may be greater or less than the actual income distributed.

Unrealized Gain or (Loss): Estimated Market Value minus Total Cost Basis (total cost of shares directly purchased and still held, as well as cost of shares acquired through reinvestment). Provided for Tax Planning purposes only and is not applicable to retirement accounts.
Initial Purchase: Date of your initial investment in this fund.

Market Timing: Merrill Lynch's policies prohibit mutual fund market timing, which involves the purchase and sale of mutual fund shares within short periods of time with the intention of capturing short-term profits resulting from market volatility. Market timing may result in lower returns for long-term fund shareholders because market timers capture short-term gains that would otherwise pass to all shareholders and due to increased transaction costs and fewer assets for investment due to the need to retain cash to satisfy redemptions.

Sales Charge Discounts or Waivers: Many funds offer various sales charge discounts or waivers depending on the terms of the prospectus and/ or statement of additional information. You should consult a fund's prospectus and/ or statement of additional information to determine whether you may qualify for a discount or waiver. Notify your Financial Advisor, Financial Solutions Advisor or Investment Center representative if you believe you qualify for any of these or any other discounts or waivers. Please contact your Financial Advisor, Financial Solutions Advisor or Investment Center representative for further information on available sales charge discounts and waivers.

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YOUR CMA FOR TRUST TRANSACTIONS

August 01, 2018 - August 31, 2018

DIVIDENDS/ INTEREST INCOME TRANSACTIONS

Date	*Transaction Type*	*Quantity*	*Description*	*Income*	*Income Year To Date*
Taxable Dividends					
	Subtotal (Taxable Dividends)				***1,780.26***
	NET TOTAL				**1,780.26**

CASH/ OTHER TRANSACTIONS

Date	*Transaction Type*	*Quantity*	*Description*	*Debit*	*Credit*
Margin Interest Charged					
08/ 31	Margin Interest Charged		* INTEREST CHARGE FOR 31 DR DAYS AT 10.375 ON AVG DR BAL $20939 BAL TO 8 31 $20939	187.07	
	Subtotal (Margin Interest Charged)			***187.07***	
	NET TOTAL			**187.07**	

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INVESTMENT REPORT
August 1, 2018 - August 31, 2018

BrokerageLink FMTC - TRUSTEE - ORACLE CORPORATION FOR THE BENEFIT OF THERON K CHOW

► **Account Number:** [redacted]

Envelope # BGBJBWBBBFVGX

Your Account Value: **$152,089.26**

FMTC
THERON K CHOW
[redacted]

[redacted]

[redacted]

MR_CE _BGBJBWBBBFVGX_ BBBBB 20180831 S

Brokerage services provided by Fidelity Brokerage Services LLC (FBS), Member NYSE, SIPC (800) 544-6666. Brokerage accounts carried by National Financial Services LLC (NFS), Member NYSE, SIPC.

H25049967320180831

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Account Summary

Account # [redacted]
ORACLE CORPORATION - NON-P

Account Value: **$152,089.26**

Change in Account Value ▲ **$1,322.53**

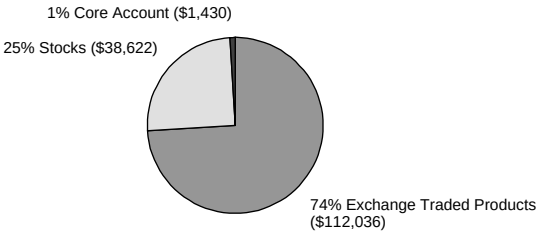
	This Period	Year-to-Date
Beginning Account Value	**$150,766.73**	**$160,747.32**
[redacted]		
Ending Account Value	**$152,089.26**	**$152,089.26**

[redacted]

	This Period	Year-to-Date
Beginning Balance	**$9,318.78**	**$8,657.47**

[redacted]

Account Holdings



Top Holdings

Description	Value	Percent of Account
[redacted]		
Total	**$150,658**	**99%**

Please note that, due to rounding, percentages may not add to 100%.

Income Summary

	This Period	Year-to-Date
Tax-deferred	**$4.16**	**$948.65**
Total	**$4.16**	**$948.65**

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Account # [redacted]
ORACLE CORPORATION - NON-P

Core Account and Credit Balance Cash Flow (continued)

Core Account: FIDELITY GOVERNMENT CASH RESERVES

	This Period	Year-to-Date
Dividends, Interest & Other Income D	4.16	102.82
Exchanges In	2,668.34	40,047.90
Total Investment Activity	**-$7,888.45**	**-$7,227.14**
Ending Balance	**$1,430.33**	**$1,430.33**

D *Includes dividend reinvestments.*

Holdings

Core Account

Description	Beginning Market Value Aug 1, 2018	Quantity Aug 31, 2018	Price Per Unit Aug 31, 2018	Ending Market Value Aug 31, 2018	Cost	Unrealized Gain/Loss Aug 31, 2018	EAI ($) / EY (%)
FIDELITY GOVERNMENT CASH RESERVES (FDRXX) -- 7-day yield: 1.63%	$9,318.78	1,430.330	$1.0000	$1,430.33	not applicable	not applicable	$15.35 1.070%
Total Core Account (1% of account holdings)	**$9,318.78**			**$1,430.33**			**$15.35**

Exchange Traded Products

Includes exchange-traded funds (ETFs), exchange-traded notes (ETNs), and other exchange-traded vehicles.

Description	Beginning Market Value Aug 1, 2018	Quantity Aug 31, 2018	Price Per Unit Aug 31, 2018	Ending Market Value Aug 31, 2018	Cost	Unrealized Gain/Loss Aug 31, 2018	EAI ($) / EY (%)
[redacted]							
Total Exchange Traded Products (74% of account holdings)	**$121,735.95**			**$112,036.93**	**$198,789.07**	**-$86,752.14**	**$1,132.64**

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Holdings

Account # [redacted]
ORACLE CORPORATION - NON-P

Stocks

Description	Beginning Market Value Aug 1, 2018	Quantity Aug 31, 2018	Price Per Unit Aug 31, 2018	Ending Market Value Aug 31, 2018	Cost	Unrealized Gain/Loss Aug 31, 2018	EAI ($) / EY (%)
Common Stock							
[redacted]							
Total Stocks (25% of account holdings)	**$19,712.00**			**$38,622.00**	**$51,445.90**	**-$12,823.90**	**-**
Total Holdings				**$152,089.26**	**$250,234.97**	**-$99,576.04**	**$1,147.99**

[redacted]

Activity

Securities Bought & Sold

Settlement Date	Security Name	Symbol/ CUSIP	Description	Quantity	Price	Transaction Cost	Amount
08/08	**WINDSTREAM HLDGS INC COM PAR**	97382A309	You Bought	2,600.000	$4.06000	-$4.95	-$10,560.95
Total Securities Bought						-$4.95	-$10,560.95
Net Securities Bought & Sold						**-$4.95**	**-$10,560.95**

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Activity

Account # [redacted]
ORACLE CORPORATION - NON-P

Dividends, Interest & Other Income

(Includes dividend reinvestment)

Settlement Date	Security Name	Symbol/ CUSIP	Description	Quantity	Price	Amount
08/31	**FIDELITY GOVERNMENT CASH RESERVES**	316067107	Dividend Received	-	-	$4.16
Total Dividends, Interest & Other Income						**$4.16**

Exchanges In

Date	Security Name	Symbol/ CUSIP	Description	Quantity	Price	Amount
08/03	**TO BROKERAGE OPTION**		Transferred From	-	-	$1,334.17
08/21	**TO BROKERAGE OPTION**		Transferred From	-	-	1,334.17
Total Exchanges In						**$2,668.34**

Daily Additions and Subtractions

Additions/subtractions from your Core Account, which utilizes FIDELITY GOVERNMENT CASH RESERVES, were effected on the dates and in the amounts indicated. If your Core Account utilizes a Fidelity money market fund, these transactions were effected at $1.00/share, and the number of shares bought/ sold equals the transaction value.

Date	Total Additions	Total Subtractions	Net Activity	Daily Balance	Date	Total Additions	Total Subtractions	Net Activity	Daily Balance
08/03	$1,334.17	-	$1,334.17	$10,652.95	08/21	1,334.17	-	1,334.17	1,426.17
08/08	-	-10,560.95	-10,560.95	92.00	08/31	4.16	-	4.16	1,430.33

MR_CE _BGBJBWBBBFVGX_BBBBB 20180831 S

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Estimated Cash Flow *(Rolling as of August 31, 2018)*

Account # [redacted]
ORACLE CORPORATION - NON-P

Month	Bond & CD Income	Bond & CD Principal	Stock Income	ETP Income	Mutual Fund Income	Other Income	Total Est. Cash Flow
[redacted]							
Total	**--**	**--**	**--**	**$1,132**	**$12**	**--**	**$1,144**
[redacted]							

MR_CE _BGBJBWBBBFVGX_BBBBB 20180831 S

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Crystal View Capital

Crystal View Capital Fund I LLC

Investor Statement

Anthony P. Grappo

June 30, 2018

Class B Membership Units

	Quarter to Date		Year to Date		Inception to Date	
	$	Units	$	Units	$	Units
Beginning Unit Value					25,000.00	
Beginning Balance	505,033	30	521,374	30	-	-
Capital Contributions	-	-	-	-	750,000	30
Distributions	(84,750)	-	(99,750)	-	(234,682)	-
Net Income/Loss	1,087,803	-	1,086,462	-	992,768	-
Ending Balance	1,508,086	30	1,508,086	30	1,508,086	30
Ending Unit Value					50,269.54	

Net Class B IRR: 57.34%
Inception to Date Fund IRR: 83.28%
Individual MOIC: 2.01

If you have any questions regarding this information, please contact NES Financial at ***FundAccountingCrystalView@nesf.com*** *or 1.800.397.8529.*

10501 W. Gowan Rd. #215 | Las Vegas, NV 89129 | 702-541-6379 | www.crystalviewcapital.com

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Exhibit 5.2.11.1.B Illiquid Assests

Exhibit 5.2.11.1.B

Illiquid

Person	Type	Source	Notes	Amount
[redacted]				
			Total	**$33,496,991.32**

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Inst #: 20150526-0002729
Fees: $19.00 N/C Fee: $25.00
RPTT: $5355.00 Ex: #
05/26/2015 03:50:19 PM
Receipt #: 2435213
Requestor:
EQUITY TITLE OF NEVADA
Recorded By: ECM Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN NO.: [redacted]

RECORDING REQUESTED BY:
EQUITY TITLE OF NEVADA
WHEN RECORDED MAIL TO:
Duke Fu and Tami Le
[redacted]

MAIL TAX STATEMENTS TO:
SAME AS ABOVE

Affix RPTT: $$5,355.00
ESCROW NO.: 15100333 TGL

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH THAT:

Scott D. Tietz and Susan P. Tietz, husband and wife, as joint tenants

for a valuable consideration, the receipt of which is hereby acknowledged, do hereby Grant, Bargain Sell and convey to

Duke Fu, a single man and Tami Le, a single woman as joint tenants

all that real property situated in the County of Clark, State of Nevada, described as follows:

See Exhibit A attached hereto and made a part hereof.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging to in anywise appertaining.

SUBJECT TO:

1. General and special taxes for the current fiscal year.
2. Covenants, conditions, restrictions, rights of way, easements and reservations of record.

SELLERS:

Scott D. Tietz

Scott D. Tietz

Susan P. Tietz

STATE OF NEVADA
COUNTY OF CLARK } SS:

On May 6, 2016

Personally appeared before me, a Notary Public

Scott D. Tietz

Susan P. Tietz

Who acknowledged that he/she/they executed the above instrument.

ALICIA PIZARRO
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 02-05-18
Certificate No: 05-101981-1

Notary Public

My commission expires: 02-05-18

RECORDED AT THE REQUEST OF
CHICAGO TITLE COMPANY
SUBDIVISION DEPT.

RECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL TO:
Mail Tax Statements to
Duke Fu
[redacted]

10/18/2010
20101481547

(Space Above for Recorder's Use)

[redacted]

Order No: 810001239-012

In accordance with Section 11932 of the California Revenue and Taxation Code, Grantor has declared the amount of the transfer tax which is due by a separate statement which is not being recorded with this Grant Deed.

BARKER BLOCK PHASE 2

GRANT DEED TO PURCHASERS

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, 530 HEWITT SUBSIDIARY, LLC, a Delaware limited liability company ("Grantor"), hereby grants to DUKE FU, A SINGLE MAN

("Grantee"), a condominium estate, in and to that certain real property situated in the County of Los Angeles, State of California, described as follows:

See Exhibit "A" which is attached hereto and by this reference is incorporated herein.

Grantee, by acceptance and recordation of this Deed, expressly and specifically accepts, covenants, and agrees to be bound by and to assume performance of all of the applicable provisions and requirements set forth in the Declarations described in Exhibit "A," which provisions and requirements are acknowledged to be reasonable, and all of which are incorporated herein by this reference. Grantee further expressly and specifically agrees and consents to the irrevocable limited power of attorney coupled with an interest for the benefit of Grantor as set forth in Article VII of the Declaration. This Grant Deed is subject to and expressly conditioned upon the performance of all provisions and requirements to be performed by Grantee thereunder.

DOCUMENT TRANSFER TAX $ _____
____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED
____ OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE.

_____
Signature of Declarant or Agent determining tax. Firm Name

420305.5 001618.0006 10/8/2008 - 4:04 PM

18

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

3

The use for which the living element of the Unit described in Exhibit "A" is intended is residential, and the restrictions on its use are fully set forth in the Declarations to which this Deed is specifically and expressly made subject.

Grantor has caused this Deed to be duly executed on Oct. 11, 2010.

"Grantor"

530 HEWITT SUBSIDIARY, LLC,
a Delaware limited liability company

By: _____
Name: FABIAN TOBBI
Title: AUTHORIZED AGENT

ACCEPTED AND AGREED AS OF _____, 2010.

"Grantee"

Signed in counterpart
DUKE FU

_____

420305.5 001618.0006 10/8/2008 - 4:04 PM

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

4

The use for which the living element of the Unit described in Exhibit "A" is intended is residential, and the restrictions on its use are fully set forth in the Declarations to which this Deed is specifically and expressly made subject.

Grantor has caused this Deed to be duly executed on oct 11, 2010.

"Grantor"

530 HEWITT SUBSIDIARY, LLC,
a Delaware limited liability company

By: signed in counterpart
Name: _____
Title: _____

ACCEPTED AND AGREED AS OF 10/11, 2010.

"Grantee"

_____
DUKE FU

_____

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

5

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On Oct. 11, 2010, before me, MAGGIE MURADIAN, Notary Public, personally appeared FABIAN IOBBI, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

MAGGIE MURADIAN
Commission # 1850184
Notary Public - California
Los Angeles County
My Comm. Expires Jun 17, 2013

Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

Notary Public

420305.5 001618.0006 10/8/2008 - 4:04 PM

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

6

Nevada MK

STATE OF ~~CALIFORNIA~~)
) ss.
COUNTY OF CLARK)

On Oct 11, 2010, before me, MAX Kostiner, Notary Public, personally appeared Duke W. Fu, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
MAX KOSTINER
No: 92-2881-1
My Appointment Expires Mar. 14, 2012

Max Kostiner
Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

_____
Notary Public

420303.5 001618.0006 10/8/2008 - 4:04 PM

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

7

EXHIBIT "A"

PARCEL NO. 1

Unit No.120, being that portion of Module C of Lot 2 of Tract no. 63027, in the City of Los Angeles, County of Los Angeles, State of California, as shown in and defined in the Barker Block Lot 2, Tract No. 63027 Condominium Plan (Phase 2), recorded on March 13, 2008, as Instrument No. 2008-0432288, Official Records in the Office of the Los Angeles County Recorder (the "Plan"), encumbering Lot 2 of Tract No. 63027, as shown on that certain Subdivision Map recorded in Book 1335 at Pages 72 and 73 of Maps, in the Office of the County Recorder of said County.

PARCEL NO. 2

An undivided one-sixty third (1/63rd) interest in and to that portion of Module C of Lot 2 of Tract No. 63027, as shown and defined as "Common Area" in the Plan.

PARCEL NO. 3

Non-exclusive easements for access, ingress, egress, encroachment, support, maintenance, drainage, use, enjoyment, repair, and for other purposes, all as described in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Barker Block recorded on July 9, 2007, as Instrument No. 2007-1618457 ("Declaration"), and the Supplemental Declaration of Covenants, Conditions and Restrictions and Reservation of Easements and Notice of Addition of Territory for Module C of Lot 2 of Tract No. 63027 (Phase 2), recorded on March 13, 2008, as Instrument No. 2008-0432289 ("Supplemental Declaration"), both in the Office of the Los Angeles County Recorder. The Declaration and the Supplemental Declaration are collectively referred to herein as "Declarations."

RESERVING FROM PARCEL NOS. 1, 2 AND 3, for the benefit of Grantor, its successors in interest, the Association, and Owners of Condominiums in the Project, non-exclusive easements for access, ingress, egress, encroachment, support, maintenance, drainage, use, repair, and for other purposes, all as described in the Declarations.

SUBJECT TO:

1. General and special real property taxes for the current fiscal year and supplemental assessments, if any;

2. Covenants, conditions, restrictions, easements, reservations, rights, and rights-of-way of record, including, without limitation, all such matters set forth in the Declarations; and

3. The alternative dispute resolution procedures set forth in that certain Declaration of Alternative Dispute Resolution for Barker Block, recorded on July 9, 2007, as Instrument No. 2007-1618458, in the Office of the Los Angeles County Recorder.

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

8

All capitalized terms not otherwise defined herein shall have the meaning prescribed by the Declaration.

Exhibit "A"

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

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RECORDER MEMO: This COPY is NOT an OFFICIAL RECORD.

2

RECORDED AT THE REQUEST OF
CHICAGO TITLE COMPANY
SUBDIVISION DEPT.

RECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL TO:
Mail Tax Statements to
Duke Fu
[redacted]

10/18/2010
20101481547

(Space Above for Recorder's Use)

[redacted]

Order No: 810001239-012

In accordance with Section 11932 of the California Revenue and Taxation Code, Grantor has declared the amount of the transfer tax which is due by a separate statement which is not being recorded with this Grant Deed.

BARKER BLOCK PHASE 2

GRANT DEED TO PURCHASERS

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, 530 HEWITT SUBSIDIARY, LLC, a Delaware limited liability company ("Grantor"), hereby grants to DUKE FU, A SINGLE MAN

("Grantee"), a condominium estate, in and to that certain real property situated in the County of Los Angeles, State of California, described as follows:

See Exhibit "A" which is attached hereto and by this reference is incorporated herein.

Grantee, by acceptance and recordation of this Deed, expressly and specifically accepts, covenants, and agrees to be bound by and to assume performance of all of the applicable provisions and requirements set forth in the Declarations described in Exhibit "A," which provisions and requirements are acknowledged to be reasonable, and all of which are incorporated herein by this reference. Grantee further expressly and specifically agrees and consents to the irrevocable limited power of attorney coupled with an interest for the benefit of Grantor as set forth in Article VII of the Declaration. This Grant Deed is subject to and expressly conditioned upon the performance of all provisions and requirements to be performed by Grantee thereunder.

DOCUMENT TRANSFER TAX $ _____
____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED
____ OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE.

_____
Signature of Declarant or Agent determining tax. Firm Name

18

RECORDER MEMO: This COPY is NOT an OFFICIAL RECORD.

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

DOC # 2011-0064254

FEB 02, 2011 8:00 AM
OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE 7239
Ernest J. Dronenburg, Jr., COUNTY RECORDER
FEES: 44.00
OC: AFNF TAX: N.D.
PAGES: 4

RECORDING REQUESTED BY

FIDELITY NATIONAL TITLE COMPANY
SUBDIVISION DEPARTMENT

~~RECORDING REQUESTED~~
BY AND WHEN RECORDED
MAIL TO:

[redacted]

MAIL TAX STATEMENTS TO:

[redacted]

(Space Above This Line For Recorder's Use)

GRANT DEED

In accordance with Section 11932 of the California Revenue and Taxation Code, Grantor has declared the amount of the transfer tax that is due by a separate statement which is not being recorded with this Grant Deed.

[redacted]

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, REAH, LLC, a Delaware limited liability company ("Grantor"), hereby GRANTS to DUKE FU, a single man ("Grantee"), that certain real property located in the County of San Diego, State of California and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Unit").

SUBJECT TO:

1. All taxes and assessments, both general and special, not now due and payable.

2. That certain Declaration of Covenant, Conditions, Easements and Restrictions for 5th & K Master Association dated March 21, 2006, and recorded as Instruments No. 2006-0195633 in the Official Records of the County of San Diego and any amendments or modifications thereto, which declaration is a covenant running with the Unit established in accordance with Section 1468 of the California Civil Code for the benefit of and binding upon the parties hereto and each successive owner of all or any portion of the Unit affected thereby. The Master Declaration is expressly incorporated herein by reference as though set out herein in full.

3. That certain Declaration of Covenant, Conditions, Easements and Restrictions for 5th & K Parcel 3 Owners' Association dated March 21, 2006, and recorded as Instruments No. 2006-0195635 in the Official Records of the County of San Diego and any amendments or modifications thereto, which declaration is a covenant running with the Unit established in accordance with Section 1468 of the California Civil Code for the benefit of and binding upon the parties hereto and each successive owner of all or any portion of the Unit affected thereby. The Sub-Association Declaration is expressly incorporated herein by reference as though set out herein in full.

4. That certain Declaration of Restrictions dated January 27, 2006, and recorded as Instrument No. 2006-0067051 in the Official Records of the County of San Diego.

5. That certain Unit Maintenance and Operations Agreement by and between Grantor and Grantee and any amendments or modifications thereto, which Unit Maintenance Agreement is a covenant running with the Unit for the benefit of and binding upon the parties hereto and each successive owner of all or any portion of the Unit affected thereby. The Unit Maintenance Agreement is expressly incorporated herein by reference as though set out herein in full.

IN WITNESS WHEREOF, Grantor has caused its duly authorized representative to execute this instrument as of the date set forth below.

Dated: January 27, 2011

"GRANTOR": REAH, LLC, a Delaware limited liability company

By: _____
Name: DIPAK DESAI
Title: Manager

7241

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)ss
COUNTY OF ORANGE)

On January 27, 2011, before me, Jacquelyn L. Weiner, a Notary Public in and for said state, personally appeared Dipak Desai, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

JACQUELYN L. WEINER
COMM. # 1762465
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
MY COMM. EXP. AUG. 19, 2011

EXHIBIT "A" to Deed

LEGAL DESCRIPTION

That certain real property located in the City of San Diego, County of San Diego, State of California, described as follows:

PARCEL 1:

An undivided 1/163 interest in and to all that portion of Parcel 3 of Parcel Map No. 19732 filed in the Office of the County Recorder of San Diego on May 16, 2005 as File No. 2005-0410677, as approved for condominium purposes by Certificate of Compliance recorded on February 15, 2006, as Document No. 2006-0110874 in the Official Records of San Diego County, shown and defined as "Common Area" on the Condominium Plan - Parcel 3 Hard Rock Hotel & Condominiums recorded on March 10, 2006, as Instrument No. 2006-0166564 in the Official Records of said County (the "**Condo Plan**").

Reserving therefrom easements, as such easements are set forth in (i) the Declaration of Covenants, Conditions, Easements and Restrictions for 5th & K Master Association recorded March 22, 2006 as Instrument No. 2006-0195633 of Official Records of said County, and any now or hereafter recorded amendments thereto (the "**Master Declaration**"), and (ii) the Declaration of Covenants, Conditions, Easements and Restrictions of 5th & K Parcel 3 Owners' Association recorded March 22, 2006 as Instrument No. 2006-0195635 of Official Records of said County, and any now or hereafter recorded amendments thereto (the "**Association Declaration**").

Reserving therefrom the rights and reservations set forth in the Master Declaration and the Association Declaration including, without limitation, the right to assign as exclusive use common area (as defined in Section 1351(i) of the California Civil Code) all of those portions thereof shown and defined on said Condo Plan as Exclusive Use Balcony Area.

PARCEL 2:

All that portion of Parcel 3 of Parcel Map No. 19732 shown and defined as Unit No. 1246 on the Condo Plan, subject to the rights and reservations set forth in the Master Declaration, the Association Declaration, and that certain Unit Maintenance and Operation Agreement by and between Grantor and Grantee including, without limitation, the right of first refusal in favor of Grantor, its successors and assigns.

PARCEL 3:

An Exclusive Use Balcony Area (which area is exclusive use common area) appurtenant to Parcel 2 of this legal description, in and to the Exclusive Use Balcony Area designated B1246, as shown and defined on the Condo Plan.

PARCEL 4:

Non-exclusive easements for the benefit of and appurtenant to Parcels 1 and 2 of this legal description as set forth in the Master Declaration, the Association Declaration and Parcel Map No. 19732.

Fidelity National Title Company

1300 Dove Street, Suite 310 Newport Beach, CA 92660
(949) 477-3660 FAX (949) 477-3600

DATE: February 1, 2011
ESCROW NO: 630001-VR
PROPERTY ADDRESS:
[redacted]
RECORDING DATE: _____
DOCUMENT NO: _____
ASSESSORS PARCEL NO:

STATEMENT OF TAX DUE AND REQUEST THAT SAID AMOUNT NOT BE MADE PART OF PERMANENT RECORD IN OFFICE OF THE COUNTY RECORDER.

DOCUMENTARY TRANSFER TAX $ 220.00 CITY TAX $

[X] COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR

[ ] COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING THEREON AT TIME OF SALE

_____
Signature of declarant of agent determining tax-firm name

San Diego County Recorder Office

The amount of remittance below is in full payment of the Documentary Transfer Tax for the document attached and described below. When the payment is verified and after the permanent record is made, attach this request to the document pursuant to Section 11932 R & T Code.

Grantor: Reah, LLC
Grantee: Duke Fu
Amount of Remittance: $ _____

_____

DOC 2011-0064254
#

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
Ernest J. Dronenburg, Jr., COUNTY RECORDER
NON-DISCLOSURE
TRANSFER TAX REQUEST SLIP
TRANSFER TAX: 220.00
RECORDING DATE: FEB 02, 2011
RECORDING TIME: 8:00 AM

CE-121 (Rev. 3/94)

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

17

F6
2P
TT

DOC # 2010-0353677

JUL 15, 2010 8:00 AM
OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
DAVID L. BUTLER, COUNTY RECORDER
FEES: 221.50
OC: OC

PAGES: 2

RECORDING REQUESTED BY:
California Title Company

AND WHEN RECORDED MAIL TO:

Duke Fu
[redacted]

Title Order No.: 1181043-37
Escrow No.: 018-019752-LG

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX is $203.50 3150
[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[ ] Unincorporated area [X] City of San Diego

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Michael P. Molitor and Kourtney A. Molitor, Husband and Wife as Community Property with Right of Survivorship

hereby GRANT(s) to:

Duke Fu , a single man

the real property in the City of San Diego, County of San Diego, State of California, described as:
Parcel 1: An undivided 1/257 interest in and to all that portion of parcel 2 of parcel map no. 19732 filed in the Office of the County Recorder of San Diego County on May 16, 2005, more fully described in the attached legal description marked Exhibit "A".
Also Known as: 207 5th Avenue #908, San Diego, CA 92101
[redacted]

DATED July 1, 2010
STATE OF ~~CALIFORNIA~~ ARIZONA
COUNTY OF Maricopa
On July 7, 2010
Before me, Ann W. Mihalek,
a Notary Public in and for said State personally appeared
Michael P. Molitor
Kourtney A. Molitor

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I ~~certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and~~ correct.
WITNESS my hand and official seal.

Signature Ann W. Mihalek (This area for official notarial seal)

Michael P. Molitor

Kourtney A. Molitor

ANN W. MIHALEK
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Exp.: April 1, 2014

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE:

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

Exhibit "A"

Parcel 1:

An undivided 1/257 interest in and to all that portion of Parcel 2 of Parcel Map No. 19732 filed in the Office of the County Recorder of San Diego on May 16, 2005 as File No. 2005-0410677, as approved for condominium purposes by Certificate of Compliance recorded on February 15, 2006, as Document No. 2006-0110876 in the Official Records of San Diego County, shown and defined as "Common Area" on the Condominium Plan – Parcel 2 Hard Rock Hotel & Condominiums recorded on March 10, 2006, as Instrument No. 2006-0166565 in the Official Records of said County (the "Condo Plan").

Reserving therefrom easements, as such easements are set forth in (i) the Declaration of Covenants, Conditions, Easements and Restrictions for 5th & K Master Association recorded March 22, 2006 as Instrument No. 2006-0195633 of Official Records of said County, and any now or hereafter recorded amendments thereto (the "Master Declaration"), and (ii) the Declaration of Covenants, Conditions, Easements and Restrictions of 5th & K Parcel 2 Owners' Association recorded March 22, 2006 as Instrument No. 2006-0195634 of Official Records of said County, and any now or hereafter recorded amendments thereto (the "Association Declaration").

Reserving therefrom the rights and reservations set forth in the Master Declaration and the Association Declaration including, without limitation, the right to assign as Exclusive Use Common Area (as defined in Section 1351(i) of the California Civil Code) all of those portions thereof shown and defined on said Condo Plan as Exclusive Use Balcony Area.

Parcel 2:

All that portion of Parcel 2 of Parcel Map No. 19732 shown and defined as Unit No. 908 on the Condo Plan, subject to the rights and reservations set forth in the Master Declaration, the Association Declaration, and that certain Unit Maintenance and Operation Agreement by and between Grantor and Grantee including, without limitation, the right of first refusal in favor of Grantor, its successors and assigns.

Parcel 3:

Non-exclusive easements for the benefit of and appurtenant to Parcels 1 and 2 of this Legal Description as set forth in the Master Declaration, the Association Declaration and Parcel Map No. 19732.

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

A.P.N.: [redacted]

File No: 106-2445998 (CC)

R.P.T.T.: $897.60 C

When Recorded Mail To: Mail Tax Statements To:
Duke W. Fu
[redacted]

GRANT, BARGAIN and SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Nevada New Builds, LLC

do(es) hereby *GRANT, BARGAIN and SELL* to

Duke W. Fu, a single man

the real property situate in the County of Clark, State of Nevada, described as follows:

PARCEL ONE (1):

LIVING UNIT 617 IN BUILDING A OF FINAL MAP OF TURNBERRY/M.G.M. GRAND TOWERS, LLC, TOWER A, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 118 OF PLATS, PAGE 16, AND AS AMENDED BY CERTIFICATE OF AMENDMENT RECORDED JANUARY 28, 2005 IN BOOK 20050128 AS DOCUMENT NO. 02141 AND RECORDED JANUARY 28, 2005 IN BOOK 20050128 AS DOCUMENT NO. 02142, AND RECORDED JUNE 9, 2005 IN BOOK 20050609 AS DOCUMENT NO. 04055, AND RECORDED SEPTEMBER 8, 2005 IN BOOK 20050908 AS DOCUMENT NO. 01206 AND RECORDED SEPTEMBER 27, 2005 IN BOOK 20050927 AS DOCUMENT NO. 05045 OF OFFICIAL RECORDS, AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS (THE "DECLARATION") FOR THE RESIDENCES AT MGM GRAND-TOWER A, RECORDED MAY 10, 2006 IN BOOK 20060510 AS DOCUMENT NO. 04007, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL TWO (2):

AN ALLOCATED INTEREST AS A TENANT-IN-COMMON IN THE COMMON ELEMENTS OF TURNBERRY/M.G.M. GRAND TOWERS, LLC, TOWER A (INCLUDING ANY ANNEXATIONS THERETO), AS SHOWN BY MAP THEREOF ON FILE IN BOOK 118 OF PLATS, PAGE 16, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, AND AS SET FORTH IN THE DECLARATION.

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

RESERVING THEREFROM FOR THE BENEFIT OF OWNERS IN FUTURE DEVELOPMENT, NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES, ALL AS DESCRIBED IN THE DECLARATION, AS THE SAME MAY FROM TIME TO TIME BE AMENDED AND/OR SUPPLEMENTED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL THREE (3):

AN EXCLUSIVE EASEMENT APPURTENANT TO THE UNIT REFERENCED ABOVE, OVER THE COMPONENTS SPECIFICALLY ALLOCATED TO SUCH UNIT AS SHOWN ON EXHIBIT "H" IN THE DECLARATION.

PARCEL FOUR (4):

A NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ALL AS DESCRIBED IN THE DECLARATION.

Subject to

1. All general and special taxes for the current fiscal year.

2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of Way and Easements now of record.

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

Date: 04/09/2013

Nevada New Builds, LLC

By: . Glenn Plantone, manager

Glenn Plantone, manager

CRYSTAL A. CRAIG
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 12-8561-1
MY APPT. EXPIRES AUG. 8, 2016

STATE OF **NEVADA**)
: **ss.**
COUNTY OF **CLARK**)

This instrument was acknowledged before me on April 9, 2013 by **Nevada New Builds, LLC**. Glenn Plantone, manager

Notary Public
(My commission expires: 8-8-2016)

This Notary Acknowledgement is attached to that certain Grant, Bargain Sale Deed dated **April 09, 2013** under Escrow No. **106-2445998.**

Crystal A. Craig
12-8561-1
Aug. 8, 2016

20080530-0002997
Fee: $32.00 RPTT: $0.00
N/C Fee: $0.00
05/30/2008 12:18:00
T20080102331
Requestor:
FIRST AMERICAN TITLE HOWARD
Debbie Conway MSH
Clark County Recorder Pgs:

Assessor's Parcel Number:
[redacted]

After Recording Return To:
COUNTRYWIDE BANK, FSB

MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423
Prepared By:
KENNETH SHORTRIDGE
Recording Requested By:
D. IRVING

610 193280174 D2 001 001

COUNTRYWIDE BANK, FSB

2555 E. CAMELBACK RD. #100
PHOENIX
AZ 85016

[Space Above This Line For Recording Data]

1812333711 00019328017405008
[Escrow/Closing #] [Doc ID #]

Lender affirms that this instrument does not contain Personal Information as that term is defined in Nevada Revised Statues §603A.040.

DEED OF TRUST

MIN 1001337-0003201375-0

NEVADA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

MERS Deed of Trust-NV
1006A-NV (11/07)(d/l)

Form 3029 1/01

23991

1932801740000001006A

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

Assessor's Parcel Number:
[redacted]

After Recording Return To:
COUNTRYWIDE BANK, FSB

MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423
Prepared By:
KENNETH SHORTRIDGE
Recording Requested By:
D. IRVING

COUNTRYWIDE BANK, FSB

2555 E. CAMELBACK RD. #100
PHOENIX
AZ 85016

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1812333711 [Escrow/Closing #]

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Lender affirms that this instrument does not contain Personal Information as that term is defined in Nevada Revised Statues §603A.040.

DEED OF TRUST

MIN 1001337-0003201375-0

NEVADA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

23991

19328017400000010 06A

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DOC ID #: 00019328017405008

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) **"Security Instrument"** means this document, which is dated MAY 20, 2008, together with all Riders to this document.

(B) **"Borrower"** is

DUKE FU, AN UNMARRIED MAN

Borrower is the trustor under this Security Instrument.

(C) **"Lender"** is

COUNTRYWIDE BANK, FSB

Lender is a

FED SVGS BANK

organized and existing under the laws of THE UNITED STATES.

Lender's address is

1199 North Fairfax St. Ste.500
Alexandria, VA 22314

(D) **"Trustee"** is

FIDELITY NATIONAL TITLE

3711 EAST SUNSET ROAD
LAS VEGAS, NV 89120

(E) **"MERS"** is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) **"Note"** means the promissory note signed by Borrower and dated MAY 20, 2008. The Note states that Borrower owes Lender

THREE HUNDRED EIGHT THOUSAND and 00/100

Dollars (U.S. $ 308,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JUNE 01, 2038.

(G) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

(H) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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☐ Adjustable Rate Rider ☐ Condominium Rider ☐ Second Home Rider
☐ Balloon Rider ☒ Planned Unit Development Rider ☐ 1-4 Family Rider
☐ VA Rider ☐ Biweekly Payment Rider ☐ Other(s) [specify]

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(M) "Escrow Items" means those items that are described in Section 3.
(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY
The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of
[Type of Recording Jurisdiction]
CLARK :
[Name of Recording Jurisdiction]

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MEMBERSHIP INTEREST PURCHASE AGREEMENT

AMONG

GREEN THERAPEUTICS LLC,

EACH OF THE FOUNDING MEMBERS

AND

NH PROCESSING (NEVADA) INC.

_____ ___, 2018

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MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS MEMBERSHIP INTEREST PURCHASE AGREEMENT (the "***Agreement***") is made this ___ day of _____, 2018, by and among Green Therapeutics LLC, a Nevada limited liability company ("***Green***"), and Duke Fu, an individual, Amy Fu, an individual, Michael Sumiyoshi, an individual, Rutt Premsrirut, an individual, Theon Chow, an individual, Tony Grappo, an individual, Angie Lim, an individual, and Kenny Kowk, an individual (each a "***Founding Member***" and collectively, the "***Founding Members***" and together with Green, collectively, the "***Sellers***" and individually, a "***Seller***"), and NH Processing (Nevada) Inc., a Nevada corporation (the "***Buyer***"). Sellers and Buyer are collectively referred to herein as the "***Parties***" and individually as a "***Party***".

RECITALS

A. The Founding Members own all of the issued and outstanding membership interests in Green (the "***Company Membership Interest***").

B. Meridian Companies LLC, a Nevada limited liability company ("***Meridian***") owns fee simple title to the Real Property, and contemporaneously upon the Closing Date, Meridian will transfer such Real Property to Eastgate Property Holdings LLC, a Nevada limited liability company ("***Eastgate***").

C. Buyer desires to purchase and Sellers desire to sell, upon the terms and conditions set forth herein, seventy-five percent (75%) of the Company Membership Interest (the "***Acquired Interest***").

AGREEMENT

In consideration of the foregoing recitals, which are hereby incorporated herein by this reference, the mutual covenants and conditions herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged by the Parties by their execution hereof), the Parties agree as follows.

ARTICLE I
DEFINITIONS; CONSTRUCTION

Section 1.01 Definitions. For purposes of this Agreement, the following capitalized terms have the following meanings.

"***Accounts***" means any and all rights to payment for goods sold or leased or for services rendered, including any such right evidenced by chattel paper, whether due or to become due and whether or not it has been earned by performance.

"***Acquired Interest***" has the meaning set forth in Recital C.

"***Affiliate***" means: (i) any Person which, directly or indirectly, is in control of, is controlled by or is under common control with the party for whom an affiliate is being determined; or (ii) any Person who is a director or officer (or comparable position) of any Person

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described in clause (i) above or of the party for whom an affiliate is being determined. For purposes hereof, control of a Person means the power, direct or indirect, to: (a) vote ten percent (10%) or more of the securities having ordinary voting power for the election of directors (or comparable positions) of such Person; or (b) direct or cause the direction of the management and policies of such Person, whether by contract or otherwise and either alone or in conjunction with others.

"***Agreement***" means this Membership Interest Purchase Agreement, including all Exhibits, Schedules, and the Disclosure Schedule hereto.

"***Amended Operating Agreement***" has the meaning set forth in Section 4.02(f).

"***Assets***" means all assets and property (real, personal or mixed) owned or used by Green, including the Personal Property and the Contractual Obligations and the rights of Green thereunder.

"***Assignment***" means the Assignment of Membership Interest and Release in the form attached hereto as Exhibit A.

"***Basket***" has the meaning set forth in Section 10.04(a).

"***Business***" means the business currently conducted by Green.

"***Business Day***" means a day other than a Saturday, Sunday or other day on which commercial banks are authorized or required to close under the laws of Nevada.

"***Buyer***" has the meaning set forth in the opening paragraph of this Agreement.

"***Buyer Indemnified Party(ies)***" has the meaning set forth in Section 10.02(a).

"***Cash***" means any and all cash and cash equivalents (including marketable securities and short-term investments) of Green, calculated in accordance with customary accounting practices less sufficient funds to account for all of Green's checks in transit as of the Closing.

"***Claims***" means any and all claims, deposits, prepayments, refunds, causes of action, choses in action, rights of recovery, rights of setoff and rights of recoupment.

"***Closing***" has the meaning set forth in Section 4.01.

"***Closing Date***" has the meaning set forth in Section 4.01.

"***Closing Date Net Working Capital***" means the (a) Current Assets, less (b) Current Liabilities, determined as of the close of business on the Closing Date.

"***Closing Payment***" has the meaning set forth in Section 3.01(a).

"***Code***" means the Internal Revenue Code of 1986, as amended.

"***Commercially Reasonable Efforts***" means efforts which are commercially reasonable under the circumstances taking into account all relevant facts, but such term does not include the provision of any consideration to any third Person or the suffering of any material economic detriment to a Party's ongoing operations for the taking of any action (including the procurement of any consent, authorization or approval) required under this Agreement except for: (i) the reasonable costs of gathering or supplying any data or other information or making any filings; (ii) reasonable fees and expenses of counsel and consultants; and (iii) reasonable and customary fees and charges of Governmental Authorities or third Persons.

"***Company Intellectual Property***" has the meaning set forth in Section 5.13(a).

"***Company Membership Interest***" has the meaning set forth in Recital A.

"***Company Software***" means any Software and related services that have been or are currently, or currently proposed to be, developed, designed, licensed, advertised, marketed, distributed, sold, provided, imported, provided as a service or application, otherwise provided or made available, implemented, hosted, maintained or supported by or for Green to or for any Person, or used by or for Green to provide any services to any Person.

"***Contract***" means any mortgage, indenture, lease, contract, covenant or other agreement, instrument, commitment, franchise or license to which a Party is a party or bound.

"***Contractual Obligation***" means any obligation arising under a binding Contract.

"***Current Assets***" means Cash, Accounts, Inventory and prepaid expenses and deposits, but excluding (a) the portion of any prepaid expense of which Green will not receive the benefit following the Closing, and (b) Accounts from any of Green's affiliates, managers, employees, officers or owners and any of their respective affiliates, determined in accordance with GAAP applied using the same accounting methods, practices, principles, policies and procedures, with consistent classifications, judgments and valuation and estimation methodologies that were used in the preparation of the Financial Statements for the most recent fiscal year end as if such accounts were being prepared as of a fiscal year end.

"***Current Liabilities***" means accounts payable, accrued Taxes and accrued expenses, but excluding payables to any of the Sellers' affiliates, managers, employees, officers or owners and any of their respective affiliates, deferred Tax liabilities, Transaction Expenses, any Contractual Obligation deposit, expense, or Debt, and the current portion of any Debt of a Seller, determined in accordance with GAAP applied using the same accounting methods, practices, principles, policies and procedures, with consistent classifications, judgments and valuation and estimation methodologies that were used in the preparation of the Financial Statements for the most recent fiscal year end as if such accounts were being prepared as of a fiscal year end.

"***Debt***" of a Person means, with respect to such Person: (i) all obligations for borrowed money; (ii) all obligations evidenced by notes, bonds (including surety or performance bonds) debentures or similar instruments; (iii) all obligations to pay the deferred purchase price of property, including obligations under any installment sale agreement, deferred purchase price, or earn-out payment in connection with any business acquired (regardless of whether such acquisitions were of stock or assets or were pursuant to a merger or reorganization or other

similar transaction); (iv) all capital lease obligations; (v) any transaction bonus or expenses due to any employee, and any accrued expenses relating to payroll, consulting fees or bonuses, through the Closing Date; (vi) all obligations as guarantor or surety with respect to the obligations of any other person of the type described in the foregoing clauses (i) through (v).

"***Deed of Trust***" has the meaning set forth in Section 3.01(d).

"***Delivery Date***" has the meaning set forth in Section 3.03(b).

"***Disclosure Schedule***" means that certain disclosure schedule, dated the date hereof, supplied by the Sellers to Buyer disclosing certain matters to Buyer.

"***Disputed Amounts***" has the meaning set forth in Section 3.03(c)(iii).

"***Eastgate***" means Eastgate Property Holdings LLC, a Nevada limited liability company.

"***Employee Benefit Plan***" means any: (i) non-qualified deferred compensation or retirement plan or arrangement which is an Employee Pension Benefit Plan; (ii) qualified defined contribution retirement plan or arrangement which is an Employee Pension Benefit Plan; (iii) qualified defined benefit retirement plan or arrangement which is an Employee Pension Benefit Plan (including any Multiemployer Plan); (iv) Employee Welfare Benefit Plan or material fringe benefit plan; (v) "employee benefit plan" as defined in Section 3(3) of ERISA; or (v) other employee benefit or compensation arrangement (including employment agreements, severance agreements, executive compensation arrangements, incentive programs or arrangements, sick leave, vacation or holiday pay, severance pay policy, plant closing benefit, disability benefit, fringe benefit, life insurance, health benefit, hospitalization, retirement, savings, bonus, deferred compensation, stock option, award, profit sharing, seniority, and other plan, policy, practice, agreement or statement of terms and conditions, whether written or oral, and whether or not subject to ERISA, providing employee or executive compensation or benefits to any employee or any of their dependents, maintained or contributed to by a Seller or any of their Affiliates).

"***Employee Pension Benefit Plan***" has the meaning set forth in Section 3(2) of ERISA.

"***Employee Welfare Benefit Plan***" has the meaning set forth in Section 3(1) of ERISA.

"***Encumbrance***" means any mortgage, pledge, lien, charge, security interest, claim, community property interest, option, equitable interest, restriction of any kind (except those set forth in the Operating Agreement), or other encumbrance.

"***Environmental Laws***" has the meaning set forth in Section 5.28(f).

"***ERISA***" means the Employee Retirement Income Security Act of 1974, as amended.

"***ERISA Affiliate***" means any trade or business (irrespective of whether incorporated) which is a member of a group of which a Seller is a member and thereafter treated as a single employer under Section 414(b), (c), (m) or (o) of the Code or applicable Treasury Regulations.

"***Final Purchase Price***" has the meaning set forth in Section 3.03(b).

"***Financial Statements***" has the meaning set forth in Section 5.07.

"***Firm***" means Snell & Wilmer, L.L.P.

"***Founding Member(s)***" has the meaning set forth in the opening paragraph of this Agreement.

"***Furniture, Fixtures and Equipment***" means any and all of the following owned by Green: furniture, machinery, equipment, fixtures, trade fixtures, leasehold improvements, tools, spare parts, supplies, computers, electronic equipment and signs.

"***GAAP***" has the meaning set forth in Section 3.03(b).

"***Green***" has the meaning set forth in the opening paragraph of this Agreement.

"***Governmental Authority***" means any government of any nation, state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"***Guaranty***" has the meaning set forth in Section 4.03(e).

"***Hazardous Material***" has the meaning set forth in Section 5.28(f).

"***Indemnified Party***" has the meaning set forth in Section 10.05.

"***Indemnifying Party***" has the meaning set forth in Section 10.05.

"***Independent Accountant***" has the meaning set forth in Section 3.03(c)(iii).

"***Insurance Policies***" has the meaning set forth in Section 5.19.

"***Intellectual Property***" means all of the following in any jurisdiction throughout the world, together with all income, royalties, damages and payments relating thereto (including damages and payments for past, present or future infringements, misappropriations or violation thereof and attorneys' fees and costs), the right to sue and recover for infringements, misappropriations or violation thereof, and any and all corresponding rights, claims and remedies that, now or hereafter, may be secured throughout the world: (i) any patents, patent applications, utility models, design patents, statutory invention registrations, certificates of invention, supplementary protection certificates, invention disclosures, patent disclosures, and any applications for any of the foregoing, together with any reissues, divisions, continuations, continuations-in-part, revisions, extensions, and reexaminations of any of the foregoing; (ii) any trademarks, service marks, certification marks, trade dress, logos, brands, product names, trade names, corporate names, designs, slogans, taglines, other indicia of source, origin or quality, internet domain names, any translations, adaptations, derivations, and combination of any of the foregoing, and any applications for registration, registrations, renewals and extensions of any of the foregoing, together with the goodwill associated with any of the foregoing; (iii) any

copyrights, copyrightable works, works of authorship, moral rights, and mask works, and any applications for registration, registrations, renewals and extensions of any of the foregoing; (iv) any Software; (v) any trade secrets and confidential or proprietary information (including any ideas, research and development, know-how, invention (whether patentable or unpatentable and whether or not reduced to practice), improvements, research, developments, experiments, formulae, compositions, manufacturing and production processes and techniques, processes, techniques, technology, testing methods, test results, methodologies, methods, technical data, designs, drawings, blueprints, flowcharts, diagrams, specifications, models, notes, documentation, notebooks, analyses, compilations, studies, forecasts, interpretations, customer and supplier lists and information, pricing and cost information, and business, marketing or other plans or proposals); (vi) any industrial designs and any registrations and applications therefor; and (vii) any other intellectual property and proprietary rights.

"***Interest Purchase Price***" has the meaning set forth in Section 3.01.

"***Interim Financial Statements***" has the meaning set forth in Section 5.07.

"***Inventory***" means any and all of the following owned by Green: (i) goods, merchandise, supplies and other Personal Property that may at any time be held for sale or lease or furnished under any contract of service, or constitute raw materials, work in process, supplies or materials that are or might be used or consumed in business or in connection with the manufacture, packing, shipping, advertising, selling, leasing or furnishing of such goods, merchandise and other Personal Property, together with all attachments, accessories, replacements, substitutions, additions and improvements to any of the foregoing; (ii) raw materials and supplies, manufactured and purchased parts, goods in process, and finished goods; (iii) such property the sale or other disposition of which has given rise to Accounts and which has been returned, repossessed or stopped in transit; and (iv) bills of lading, warehouse receipts or documents of title relating to, covering or evidencing any right, title, interest or claim in or to any of the foregoing. Notwithstanding the foregoing, all consigned inventory shall be excluded from the definition of "Inventory."

"***Investments***" means the following owned by Green: (i) any loan or advance to any Person (exclusive of Accounts); (ii) any purchase or acquisition of any membership interests, shares, and all options to purchase or subscribe for any membership interests or shares, whether or not presently convertible, securities convertible into or exchangeable for membership interests or shares, exchangeable or exercisable, other equity interests or other securities of any Person; (iii) any capital contribution to any Person; (iv) any Notes Receivable; and (v) any other interest in or rights to a Person which include, in whole or in part, a right to share, with or without conditions or restrictions, some or all of the revenues or net income of such Person.

"***Law***" means any law, statute, rule, regulation, order, ordinance, decree or other requirement having the force of law and, where applicable, any interpretation thereof by any Governmental Authority having jurisdiction with respect thereto or charged with the administration thereof.

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"***Liability***" or "***Liabilities***" as to any Person means: (i) any Debt of such Person; and (ii) any other liability of such Person, whether known or unknown, unasserted or asserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated or due or to become due.

"***License Agreement***" has the meaning set forth in Section 4.02(j).

"***Material Adverse Effect***" means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to (a) the Business, or (b) the ability of the Sellers to consummate the transactions contemplated hereby on a timely basis; *provided, however,* that "Material Adverse Effect" shall not include any event, occurrence, fact, condition, or change, directly or indirectly, arising out of or attributable to: (i) any changes, conditions or effects in the United States or foreign economies or securities or financial markets in general; (ii) changes, conditions or effects that generally affect the industries in which the Business operates; provided, however, that an action or decision by the US government to enforce the federal prohibition on the sale or production of cannabis and cannabis related products by a state licensee shall be deemed a Material Adverse Effect; (iii) any change, effect or circumstance resulting from an action required or permitted by this Agreement; or (iv) conditions caused by acts of terrorism or war (whether or not declared); *provided further, however,* that any event, occurrence, fact, condition, or change referred to in clauses (i), (ii) or (iv) immediately above shall be taken into account in determining whether a Material Adverse Effect has occurred or could reasonably be expected to occur to the extent that such event, occurrence, fact, condition, or change has a disproportionate effect on the Business compared to other participants in the industries in which the Business operates.

"***Material Contract(s)***" has the meaning set forth in Section 5.14(b).

"***Meridian***" means Meridian Companies LLC, a Nevada limited liability company.

"***Most Recent Fiscal Month End***" means July 31, 2018.

"***Most Recent Fiscal Year End***" means December 31, 2017.

"***Multiemployer Plan***" means a "multiemployer plan" as defined in Section 3(37) and Section 4001(a)(3)(A) of ERISA.

"***Negative Adjustment Amount***" has the meaning set forth in Section 3.03(e).

"***NH Shares***" has the meaning set forth in Section 3.01(b).

"***NHI***" has the meaning set forth in Section 3.01(b).

"***Notes Receivable***" means any and all of the following: (i) any loan or advance to any Person (exclusive of Accounts), whether or not the same is evidenced by a note or other instrument; (ii) any guaranty of any such loan or advance; and (iii) any mortgage, security agreement, financing statement or similar document securing the repayment of such loan, advance or guaranty.

"***Open Source Software***" means any Software that contains, includes, is derived from, or is a modification or derivative work based upon, in each case, in whole or in part, any Software that is licensed pursuant to: (a) any license that is, or is substantially similar to, a license currently or in the future approved or identified by the Open Source Initiative, the Free Software Foundation, or any other similar organization, or listed at http://www.opensource.org/licenses, including all versions of the GNU General Public License (GPL), the GNU Lesser General Public License (LGPL), the GNU Affero GPL, the MIT license, the Eclipse Public License, the Common Public License, the CDDL, the Mozilla Public License (MPL), the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL), and the Sun Industry Standards License (SISL); (b) any license under which Software or other materials are distributed or licensed as "free software," "open source software" or under similar terms; or (c) any Reciprocal License.

"***Operating Agreement***" means that certain Amended and Restated Operating Agreement of Green Therapeutics LLC, effective as of December 28, 2015.

"***Options***" means options, warrants, rights of first refusal, purchase rights, sale rights, subscription rights, puts, calls, conversion rights, exchange rights or similar Contractual Obligations.

"***Ordinary Course of Business***" means the ordinary course of business consistent with past custom and practice, including with respect to quantity and frequency.

"***Outside Date***" means February 28, 2018; provided, however, that: (i) if Buyer fails to submit the necessary applications to the necessary state and local Governmental Authorities on or before October 12, 2018, then the Outside Date shall be deemed October 12, 2018; and (ii) as long as Buyer has submitted the necessary applications to the necessary state and local Governmental Authorities on or before October 12, 2018 and is promptly responding to any requests for information or questions from such Governmental Authorities, the Parties agree to reasonably extend the Outside Date. Buyer shall be deemed to have promptly responded to any request for information or questions from the Governmental Authorities if it responds within 2 to 3 weeks after receipt of the request, or if it is reasonably necessary for Buyer to engage one or more third party professionals to assist with a response, as long as Buyer is using Commercially Reasonable Efforts to promptly respond.

"***Party***" and "***Parties***" have the meaning set forth in the opening paragraph of this Agreement.

"***Permit***" means all approvals, authorizations, consents, licenses, franchises, orders, registrations, certificates, variances, permits and similar rights, in each case obtained from or issued by any Governmental Authority, including Green's license to cultivate marijuana in the State of Nevada, Green's pending application to distribute marijuana in the State of Nevada, and all local approvals received or pending with local Governmental Authorities, all of which are more fully described in Section 5.20 of the Disclosure Schedule.

"***Permitted Encumbrances***" has the meaning set forth in Section 5.09.

"***Person***" means any natural person, corporation, limited partnership, general partnership, joint venture, association, company, trust, joint stock company, bank, trust company, land trust, vehicle trust, business trust, real estate investment trust, estate, limited liability company, limited liability partnership, limited liability limited partnership or other organization irrespective of whether it is a legal entity, and any Governmental Authority.

"***Personal Property***" means Accounts, Cash, Claims, Furniture, Fixtures and Equipment, Intellectual Property, Inventory, Investments, Permits, rights in and with respect to assets associated with any Employee Benefit Plans, general intangibles, goodwill, instruments, books, records, ledgers, files, documents, invoices, lists, supplies, correspondence, memoranda, plats, architectural plans, final working drawings, plans and specifications, shop drawings, change orders, environmental reports, maintenance records, soil tests and engineering reports, creative materials, advertising and promotional materials, studies, reports and other printed or written or electronic materials, tooling, molds, dies and other manufacturing tools and hardware, and all other personal property (tangible or intangible) owned by Green.

"***Pledge Agreement***" has the meaning set forth in Section 3.01(d).

"***Positive Adjustment Amount***" has the meaning set forth in Section 3.03(e).

"***Post-Closing Tax Period***" means any taxable period beginning after the Closing Date.

"***Pre-Closing Tax Period***" means any taxable period ending on or before the Closing Date.

"***Pro Rata Share***" means, with respect to a Founding Member, such Founding Member's pro rata portion of the Purchase Price to be received by such Founding Member (such pro rata portion set forth on Schedule 1.01).

"***Purchase Price Allocation***" has the meaning set forth in Section 3.02.

"***Real Property***" means that certain real property located in Clark County, Nevada, commonly known as APN 123-27-701-001, along with any and all improvements and fixtures now situated thereon, all easements, hereditaments, and appurtenances belonging to or inuring to the benefit thereof, assignable warranties and guaranties issued in connection therewith, and all transferable consents, authorizations, variances or waivers, licenses, permits and approvals from any governmental or quasi-governmental agency, department, board, commission, bureau or other entity or instrumentality solely in respect thereof.

"***Real Property Purchase and Sale Agreement***" means the Real Property Purchase and Sale Agreement executed contemporaneous with the execution of this Agreement by and between Eastgate and Meridian, wherein Meridian will agree to convey the Real Property to Eastgate.

"***Reciprocal License***" means a license of any Software that requires or conditions any rights granted under such license upon: (a) the disclosure, distribution or licensing of any source code or other Software (other than such item of Software in its unmodified form); (b) a requirement that any disclosure, distribution or licensing of any such source code or other

Software be at no charge; (c) a requirement that any other licensee of the Software be permitted to access, disclose, distribute, license, modify, make derivative works of, or reverse-engineer any such source code or other Software; or (d) an obligation to grant any other rights to any Person, including any covenant not to sue or patent license.

"***Related Agreements***" means the documents and agreements executed at Closing and all other agreements and certificates entered into by the Parties in connection with the transactions contemplated hereby or thereby.

"***Review Period***" has the meaning set forth in Section 3.03(c)(i).

"***Securities Act***" means the Securities Act of 1933, as amended.

"***Seller(s)***" has the meaning set forth in the opening paragraph of this Agreement.

"***Seller Indemnified Party(ies)***" has the meaning set forth in Section 10.03.

"***Sellers' Knowledge***" means the current actual knowledge of the Founding Members, after due inquiry.

"***Seven Ten Claims***" has the meaning set forth in Section 8.02.

"***Software***" means (a) software of any type (including programs, applications, middleware, software development kits, libraries, tools, interfaces, firmware, software implementations of algorithms, models and methodologies), whether in source code or object code form; (b) data, collections of data, databases and compilations, whether machine readable or otherwise; and (c) documentation related to any of the foregoing (including descriptions, schematics, flow-charts, and work product used to design, plan, organize and develop any of the foregoing, and programmer and user documentation, manuals, and support and training materials); together with intellectual property and proprietary rights in and to any of the foregoing.

"***Statement of Objections***" has the meaning set forth in Section 3.03(c)(ii).

"***Straddle Year Tax Period***" means any taxable period beginning on or before the Closing Date, and ending after the Closing Date.

"***Subscription Price***" has the meaning set forth in Section 3.01(a).

"***Target Working Capital***" has the meaning set forth in Section 3.03(a).

"***Tax***" means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, Personal Property, sales, use, transfer, registration, value added, unclaimed property, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, whether computed on a separate or consolidated, unitary or combined basis or in any other manner, including any interest, penalty, or addition thereto, whether disputed or not

and including any obligation to indemnify or otherwise assume or succeed to the Tax liability of any other Person.

"Taxing Authority" means, with respect to any Tax, any Governmental Authority or political subdivision thereof that imposes such Tax, and the agency (if any) charged with the collection of such Tax for such entity or subdivision, including any governmental or quasi-governmental entity or agency that imposes, or is charged with collecting, social security or similar charges or premiums.

"***Tax Return***" means any return, declaration, report, claim for refund or information return or statement relating to Taxes, including any schedule or attachment thereto, and any amendment thereof.

"***Third Party Claim***" has the meaning set forth in Section 10.07.

"***Third Party Components***" means any Software that is not solely and exclusively owned by Green and has been or is used in connection with the development of, embedded in, used in, incorporated into, combined with, linked with, used with, distributed with, provided as a service or application, or otherwise provided or made available with, as part of, or in connection with, any Company Software, including any Software referenced or required to be present or available, whether via another machine connected directly or through a network, for any Company Software to properly function in accordance with its specifications.

"***Third Party License***" has the meaning set forth in Section 4.02(k).

"***Transaction Expenses***" means all fees, costs and expenses (including investment bankers, brokers, finders, attorney's and accountant's fees, costs and expenses) incurred by any Seller for which any Seller is liable or have otherwise agreed to pay, in each case in connection with the negotiation, preparation, execution or consummation of the transactions contemplated by this Agreement and the Related Agreements.

"***Transaction Matters***" has the meaning set forth in Section 11.13.

"***Treasury Regulations***" means those regulations promulgated by the United States Department of the Treasury pursuant to the authority of the Code or any other revenue law of the United States of America.

"***Undisputed Amounts***" has the meaning set forth in Section 3.03(c)(iii).

"***Working Capital Statement***" has the meaning set forth in Section 3.03(b).

"***Year-End Financial Statements***" has the meaning set forth in Section 5.07.

Section 1.02 Construction. Unless the context of this Agreement clearly requires otherwise: (i) references to the plural include the singular and vice versa; (ii) references to any Person include such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement; (iii) references to one gender include all genders; (iv) "including" is not limiting; (v) "or" has the inclusive meaning represented by the

phrase "and/or"; (vi) the words "hereof," "herein," "hereby," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement; (vii) section, clause, Exhibit and Schedule references are to this Agreement unless otherwise specified; (viii) reference to any agreement (including this Agreement), document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (ix) general or specific references to any Law mean such Law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, unless the effect thereof is to reduce, limit or otherwise prejudicially affect any obligation or any right, power or remedy hereunder, in which case such amendment, modification, codification or reenactment will not, to the maximum extent permitted by applicable Law, form part of this Agreement and is to be disregarded for purposes of the construction and interpretation hereof; (x) the Recitals are true and correct, and form an integral part of this Agreement and are hereby incorporated herein by this reference; and (xi) any reference to money or dollars shall mean US dollars. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises regarding this Agreement, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

ARTICLE II
PURCHASE AND SALE OF THE ACQUIRED INTEREST

Section 2.01 Purchase and Sale of the Acquired Interest. Subject to the terms and conditions hereof, and in reliance upon the representations, warranties and covenants contained herein, at the Closing, the Founding Members and Green will sell, assign, transfer, grant, deliver and convey to Buyer, and Buyer will purchase from each of such Founding Members and Green, the Acquired Interest, free and clear of all Encumbrances, and all rights thereto or evidenced thereby, including all rights to receive and share in dividends and distributions thereon and the right to vote on limited liability company matters. For the avoidance of doubt, on and after Closing, Buyer shall own seventy-five percent (75%) of the Company Membership Interests. The Company Membership Interests have not been registered under the Securities Act or otherwise with any state or federal securities authority, including, without limitation, the Securities and Exchange Commission or any Secretary of State or similar authority.

ARTICLE III
PURCHASE PRICE

Section 3.01 Purchase Price for Acquired Interest. Buyer shall pay Sellers the aggregate purchase price for the Acquired Interest of Eighteen Million and 00/100 Dollars ($18,000,000.00), as adjusted pursuant to Section 3.04 below (the "***Interest Purchase Price***"). Buyer shall pay the Sellers the Interest Purchase Price as follows:

(a) In consideration for the issuance by Green of Membership Units to Buyer representing twenty-five percent (25%) of the Company Membership Interests, Buyer shall contribute to Green the total of Six Million and 00/100 Dollars ($6,000,000.00) (the

"***Subscription Price***") as follows: Two Million and 00/100 Dollars ($2,000,000.00) is due and payable at Closing (the "***Closing Payment***"), the final Four Million and 00/100 Dollars ($4,000,000.00) will be due on a schedule mutually agreed by the Founding Members and Buyer, but no later than eighteen (18) months after Closing. Notwithstanding the foregoing deferred payments, subject to the terms of the Pledge Agreement, all twenty-five (25%) of the Company Membership Interests shall vest with Buyer at Closing.

(b) In consideration for the purchase of sixteen and 66/100 percent (16.66%) of the Company Membership Interests by Buyer from the Founding Members, at Closing, Buyer shall cause Nutritional High International Inc. ("***NHI***") to issue to each of the Founding Members their Pro Rata Share of common shares in the capital of NHI having an aggregate value of Four Million and 00/100 Dollars ($4,000,000.00) (the "***NH Shares***"), which NH Shares shall be valued based upon the lesser of: (i) USD$0.27 per NH Share, or (ii) the 20-day VWAP price of NHI on the Canadian Securities Exchange, converted into United States dollars, on the day that is three (3) business days prior to the Closing Date.

(c) In consideration for the purchase of thirty three and 34/100 percent (33.34%) of the Company Membership Interests by Buyer from the Founding Members, at Closing, Buyer shall execute and deliver secured promissory notes in the forms mutually agreeable to the Parties (the "***Note***") to each Founding Member in the amount of such Founding Member's Pro Rata Share of the Interest Purchase Price, for an aggregate original principal amount of Eight Million and 00/100 Dollars ($8,000,000.00).

(d) The Notes shall be secured by a pledge agreement encumbering the Acquired Interest in the form attached hereto as Exhibit C (the "***Pledge Agreement***"). The Subscription Price and Notes shall be secured by a deed of trust encumbering the Real Property in the form attached hereto as Exhibit D (the "***Deed of Trust***").

Section 3.02 Allocation of Interest Purchase Price Representing the Subscription Price and the Notes.

(a) The Interest Purchase Price representing the amounts described in Sections 3.01(b) and (c) shall be allocated as agreed upon by the Parties prior to Closing and attached as Schedule 3.02 (the "***Purchase Price Allocation***"). For purposes of preparing the Purchase Price Allocation prior to Closing, the Parties shall reasonably cooperate, and the Parties hereby agree that the fair market values and the adjusted federal income Tax bases of certain Assets as set forth below in clauses (i) through (iii) of this Section 3.02 (the "***Ordinary Income Assets***") as of the Closing Date shall be reported on Schedule 3.02 and determined as follows:

i. The fair market values of inventory items shall be determined under the provisions of Code Section 471 and the regulations promulgated thereunder, applying principles similar to IRS Revenue Procedure 2003-51, and such values to reported on Schedule 3.02 should not result in such inventory items having a fair market value in excess of their adjusted federal income Tax basis as reflected on the financial accounting books of Green as of the Closing Date;

ii. The fair market value of each "section 1245 property" as described in Code Section 1245 shall be no greater than its adjusted Federal income Tax basis as reflected on the financial accounting books of Green as of the Closing Date; and

iii. The fair market values of other "unrealized receivables" as defined in Code Section 751(c) shall be equal to their adjusted Federal income Tax bases as of the Closing Date, increased by all costs and expenses attributable to such "unrealized receivables" that have been incurred but have not been taken into account under Green's accounting method as of the Closing Date including, without limitation, the cost of providing goods attributable to such "unrealized receivables".

(b) The Parties shall file all required Tax Returns in a manner consistent with the Purchase Price Allocation provisions of this Section 3.02. In the event any Party does not comply with the preceding sentence, such Party shall indemnify and hold the other Parties wholly and completely harmless from all cost, liability, and damage that such other Parties may incur (including incremental Tax liabilities, legal fees, accounting fees, and other expenses) as a consequence of such failure to comply.

Section 3.03 Working Capital Adjustment.

(a) The target Closing Date Net Working Capital shall be Zero Dollars ($0.00) (the "***Target Working Capital***").

(b) As promptly as reasonably practicable, but in any event within thirty (30) days after the Closing Date, Sellers shall cause to be prepared and delivered to Buyer a statement (the "***Working Capital Statement***") containing Sellers' calculation of the Closing Date Net Working Capital and any post-closing adjustment, which shall be an amount equal to the Closing Date Net Working Capital minus the Target Working Capital (the "***Post-Closing Adjustment***"), and the proposed final purchase price for the Company Membership Interests proposed by Sellers (the "***Final Purchase Price***"). The date on which the Working Capital Statement is delivered to Buyer is referred to herein as the "***Delivery Date***." The Working Capital Statement shall be prepared in accordance with generally accepted accounting principles in effect in the United States from time to time ("***GAAP***") using the same accounting methods, practices, principles, policies and procedures, with consistent classifications, judgments and valuation and estimation methodologies that were used in the preparation of the Financial Statements, for the most recent fiscal year end.

(c) Examination and Review.

(i) Examination. After receipt of the Working Capital Statement, Buyer shall have thirty (30) days (the "***Review Period***") to review the Working Capital Statement. During the Review Period, Buyer and Buyer's accountants shall have full access to the books and records of Green, the personnel of, and work papers prepared by, Sellers and/or Sellers' accountants to the extent that they relate to the Working Capital Statement and to such historical financial information (to the extent in Sellers' possession) relating to the Working Capital Statement as Buyer may reasonably request for the purpose of reviewing the Working Capital Statement and to prepare a Statement of Objections (defined below).

(ii) Objection. On or prior to the last day of the Review Period, Buyer may object to the Working Capital Statement by delivering to Sellers a written statement setting forth Buyer's objections in reasonable detail, indicating each disputed item or amount and the basis for Buyer's disagreement therewith (the "***Statement of Objections***"). If Buyer fails to deliver the Statement of Objections before the expiration of the Review Period, the Working Capital Statement and the Post-Closing Adjustment, as the case may be, reflected in the Working Capital Statement shall be deemed to have been accepted by Buyer. If Buyer delivers the Statement of Objections before the expiration of the Review Period, Buyer and Sellers shall negotiate in good faith to resolve such objections within thirty (30) days after the delivery of the Statement of Objections (the "***Resolution Period***"), and, if the same are so resolved within the Resolution Period, the Post-Closing Adjustment and the Working Capital Statement with such changes as may have been previously agreed in writing by Buyer and Sellers, shall be final and binding.

(iii) Resolution of Disputes. If Sellers and Buyer fail to reach an agreement with respect to all of the matters set forth in the Statement of Objections before expiration of the Resolution Period, then any amounts remaining in dispute (the "***Disputed Amounts***" and any amounts not so disputed, the "***Undisputed Amounts***) shall be submitted for resolution to the office of BDO USA LLC or, if BDO USA LLC is unable to serve, Buyer and Sellers shall appoint by mutual agreement the office of an impartial nationally recognized firm of independent certified public accountants other than Sellers' accountants or Buyer's Accountants (the "***Independent Accountant***") who, acting as experts and not arbitrators, shall resolve the Disputed Amounts only and make any adjustments to the Post-Closing Adjustment, as the case may be, and the Working Capital Statement. The parties hereto agree that all adjustments shall be made without regard to materiality. The Independent Accountant shall only decide the specific items under dispute by the parties and their decision for each Disputed Amount must be within the range of values assigned to each such item in the Working Capital Statement and the Statement of Objections, respectively.

(iv) Fees of the Independent Accountant. The fees and expenses of the Independent Accountant shall be paid by Sellers, on the one hand, and by Buyer, on the other hand, based upon the percentage that the amount actually contested but not awarded to Sellers or Buyer, respectively, bears to the aggregate amount actually contested by Sellers and Buyer.

(v) Determination by Independent Accountant. The Independent Accountant shall make a determination as soon as practicable within thirty (30) days (or such other time as the Parties hereto shall agree in writing) after their engagement, and their resolution of the Disputed Amounts and their adjustments to the Working Capital Statement and/or the Post-Closing Adjustment shall be conclusive and binding upon the parties hereto.

(d) In the event that the Closing Date Net Working Capital as finally determined in accordance with this Section 3.03 is less than the Target Working Capital, then the amount by which such Closing Date Net Working Capital is less than the Target Working Capital shall be a decrease to the Interest Purchase Price, and in the event that the Closing Date Net Working Capital determined in accordance with this Section 3.03 is more than the Target Working Capital, then the amount by which such Closing Date Net Working Capital is more than the Target Working Capital shall be an increase to the Interest Purchase Price.

(e) If the Interest Purchase Price exceeds the Final Purchase Price (such excess, the "***Negative Adjustment Amount***"), then, at Buyer's election: (i) Buyer may reduce the principal due under the Note by the Negative Adjustment Amount, or (ii) offset any payments due to Sellers hereunder by the Negative Adjustment Amount, or (iii) any combination of the foregoing provided that Buyer shall not be entitled to an offset or a credit for an amount more than the Negative Adjustment Amount. If the Interest Purchase Price is lower than the Final Purchase Price (such deficiency, the "***Positive Adjustment Amount***"), then Buyer shall pay by wire transfer of immediately available funds within fifteen (15) days to Sellers seventy-five percent (75%) of the Positive Adjustment Amount.

(f) Adjustments for Tax Purposes. Any payments made pursuant to Section 3.03 shall be treated as an adjustment to the Interest Purchase Price by the parties for Tax purposes, unless otherwise required by Law.

ARTICLE IV
CLOSING

Section 4.01 Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated herein (the "***Closing***") will occur within ____ days after approval of the Nevada Department of Taxation of the transactions contemplated hereby (the "***Closing Date***") remotely via exchange of electronic communications and documents or such other time and place as the parties may mutually agree upon. The Closing shall be deemed effective as of 11:59 p.m. PDT on the Closing Date. In the event that the Closing Date has not occurred by the Outside Date, either Party may terminate this Agreement at any time prior to Closing by written notice to the other Party.

Section 4.02 Sellers' Deliveries. At the Closing, Sellers will tender to the Buyers the following documents:

(a) Assignment. The Assignment duly executed by each of the Founding Members.

(b) Form W-9. Properly completed IRS Form W-9s, executed by each of the Sellers.

(c) Consents. Copies of the consents that are required in connection with the consummation of this transaction, as set forth on Section 5.24 of the Disclosure Schedule.

(d) Employment Agreement. An employment agreement between Founding Member, Dr. Duke Fu, and Green in the form attached hereto as Exhibit E, duly executed by Dr. Fu.

(e) Evidence of Exercise of Options. Evidence satisfactory to Buyers that all options or other rights to acquire equity in Green have been exercised or terminated prior to the date hereof.

(f) Governing Documents. An amendment to Green's Operating Agreement or an amended and restated operating agreement in the form attached hereto as Exhibit F (the

"***Amended Operating Agreement***") and such other amendments and/or restatements to the governing documents of Green as agreed upon by the Parties.

(g) Real Property Purchase and Sale. All documents and instruments necessary to consummate the transactions contemplated by the Real Property Purchase and Sale Agreement.

(h) Lease. A lease for the Real Property between Eastgate, as the lessor, and Green, as the Lessee, in the form attached hereto as Exhibit I (the "***Lease***"), duly executed by Green.

(i) License. A license of all trademarks currently owned by Meridian to Green, which license shall contain an option by Green to purchase all such trademarks upon the payment in full of all Notes, in the form of license agreement attached hereto as Exhibit J (the "***License Agreement***"), duly executed by Meridian and Green.

(j) License to Third Parties. A perpetual, royalty-free license of all trademarks currently owned by Meridian, wherein Meridian will grant a license to such trademarks within the geographic scope of California and Michigan in the form of license agreement mutually agreed to by the Parties (the "`").

Section 4.03 Buyer's Deliveries. At the Closing, the Buyer will tender to the Sellers the following items:

(a) Closing Payment. The Closing Payment.

(b) Notes. Notes made in favor of each Founding Member, duly executed by Buyer.

(c) Real Property Purchase and Sale. All documents and instruments necessary to consummate the transactions contemplated by the Real Property Purchase and Sale Agreement..

(d) Pledge Agreement. The Pledge Agreement duly executed by Buyer.

(e) Deed of Trust. Deed of Trust duly executed by Eastgate.

(f) Lease. The Lease, duly executed by Eastgate.

(g) Guaranty. A Guaranty duly executed by NHI guaranteeing the payment obligations of Buyer under this Agreement and the Notes in the form attached hereto as Exhibit K (the "***Guaranty***").

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as set forth in the Disclosure Schedule furnished to Buyers specifically identifying the corresponding numbered section of this Agreement, Sellers, severally and jointly, hereby represent and warrant to Buyer on the date hereof as follows:

Section 5.01 Organization. Green is a duly organized and validly existing limited liability company in good standing under the Laws of the State of Nevada and has the power and authority to own, lease, use and operate their assets and properties and to carry on its business as it has been and is currently conducted. Green is duly qualified and licensed to do business and is in good standing in each jurisdiction where the character of the properties owned, leased or operated by them or the nature of their business makes such qualification, licensing or good standing necessary.

Section 5.02 Authorization. Except as set forth on Section 5.02 of the Disclosure Schedules, with respect to Green, there is no provision in its articles of organization, the Operating Agreement, or any other organizational and/or governance documents or member agreements that prohibits or limits Green's ability to consummate the transactions contemplated to be consummated by Green hereunder. Green has the full right, power and authority to enter into this Agreement and the Related Agreements and to consummate or cause to be consummated all of the transactions and to fulfill all of the obligations contemplated to be consummated or fulfilled by Green hereunder and thereunder. The execution, delivery and performance of this Agreement and the Related Agreements by Green and the due consummation by Green of the transactions contemplated to be consummated by Green hereby and thereby have been duly authorized by all necessary action of Green. This Agreement and each Related Agreement, when signed and delivered by Sellers, will constitute a legal, valid and binding agreement of Green enforceable against Green in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

Section 5.03 Capitalization. The Company Membership Interests have been duly authorized and validly issued, are fully paid and non-assessable and have not been issued in violation of any preemptive rights. Except as provided in the Operating Agreement and in Section 5.03 of the Disclosure Schedule, there are no existing Encumbrances, Options or commitments of any character whatsoever relating to any of the Company Membership Interests. There are no: (i) securities convertible into or exchangeable for Company Membership Interests or Options to purchase or subscribe for any Company Membership Interests, whether or not presently convertible, exchangeable or exercisable, outstanding; (ii) subscriptions, rights, commitments or any other agreements of any character obligating Green to issue Company Membership Interests or equivalents; or (iii) agreements or understandings with respect to the voting, sale (including an Option or similar arrangement) or transfer of any Company Membership Interests except as set forth in the Operating Agreement and on Section 5.03 of the Disclosure Schedule. The Company Membership Interests constitute one hundred percent (100%) of the issued and outstanding membership interests in Green. Section 5.03 of the Disclosure Schedule sets forth the percentage interests of the Company Membership Interests held by each member of Green and the names of the members of Green.

Section 5.04 No Conflict or Violation. Neither the execution and delivery of this Agreement nor any Related Agreement by Sellers, nor the consummation by Sellers of the transactions contemplated to be consummated by Sellers hereby or thereby nor compliance by Sellers with any of the provisions hereof or thereof will result in: (i) a material violation of or a conflict with any provision of the Operating Agreement or articles of organization, or any organizational documents or governance documents of any Seller; (ii) a material violation of or conflict with any Law to which any Seller is subject, except for any federal Laws relating to cannabis; (iii) a material breach of, or right of termination, forfeiture or default under any term, condition or provision of any Contractual Obligation to which any Seller is a party; or (iv) the creation of any Encumbrance on any of the Membership Interests or on any assets of any Seller.

Section 5.05 Litigation and Proceedings; Claims. Except as set forth on Section 5.05 of the Disclosure Schedules, to Sellers' Knowledge, there are no Claims pending, or to Sellers' Knowledge, threatened, against or directly affecting Green or any of its respective properties or members, managers, officers or employees (in their capacities as such). Green has not been charged with nor, to Sellers' Knowledge, is it under investigation with respect to, any charge which has not been resolved concerning any violation of any Law or Permit. With respect to Green, no Claim is pending by or before any arbitrator or Governmental Authority which is reasonably likely to enjoin, restrain or prohibit, or result in material damages in respect of, or which is related to or arises out of, this Agreement or the consummation of the transactions contemplated hereby. To Seller's Knowledge, no event has occurred or circumstance exists that may give rise to, or serve as a basis for, any Claim with respect to Green.

Section 5.06 Subsidiaries and Partnerships; Other Investments. Green does not have any subsidiaries and is not a member, partner, shareholder or investor in any other Person, nor does Green have any right to acquire an interest in any other Person. Certain of the Sellers have or will maintain investments in or other relationships with other businesses in the cannabis industry, which are set forth on Section 5.06 of the Disclosure Schedules, and Buyer expressly acknowledges that such Sellers intend to continue their pursuit of such business investments.

Section 5.07 Financial Statements; Undisclosed Liabilities. Sellers have delivered to the Buyer correct and complete copies of (i) the balance sheets of Green as of December 31, 2015, 2016, and 2017, and related statements of income, cash flows and changes in all members' equity of Green for the years then ended, together with the related notes thereto (the "***Year-End Financial Statements***"), and (ii) the unaudited balance sheet of Green as of March 31, 2018, and related statements of income, and changes in members' equity of Green for the eight (8) month period then ended (the "***Interim Financial Statements***", and together with the Year-End Financial Statements, the "***Financial Statements***"). The Financial Statements have been prepared and applied on a consistent basis throughout the period involved, subject, in the case of the Interim Financial Statements, to normal and recurring year-end adjustments (the effect of which will not be materially adverse) and the absence of notes (that, if presented, would not differ materially from those presented in the Year-End Financial Statements). The Financial Statements fairly present Green's financial position as of the dates indicated and its operating results and cash flows for the period indicated. Green has no Liabilities of the type required to be reflected on a balance sheet prepared in accordance with GAAP, except (a) those which are

adequately reflected or reserved against in the balance sheet as of the Most Recent Fiscal Year End, and (b) those Current Liabilities which have been incurred in the Ordinary Course of Business consistent with past practice since the Most Recent Fiscal Year End.

Section 5.08 Absence of Certain Changes. Since the Most Recent Fiscal Year End, and other than in the ordinary course of business consistent with past practice, there has not been, with respect to Green, any change event, condition or development that is, or could reasonably be expected to be, individually or in the aggregate, materially adverse to the business, results of operations, condition (financial or otherwise) or Assets of Green.

Section 5.09 Assets; Title to Assets. Green has good, valid and marketable title to, or a valid leasehold interest or license in, all of the Assets used by it, free and clear of all Encumbrances, except for the following (collectively referred to as "***Permitted Encumbrances***"):

(a) those items set forth in Section 5.09 of the Disclosure Schedules;

(b) liens for Taxes not yet due and payable;

(c) mechanics, carriers', workmen's, repairmen's or other like liens arising or incurred in the ordinary course of business consistent with past practice or amounts that are not delinquent and which are not, individually or in the aggregate, material to the business of Green;

(d) easements, rights of way, zoning ordinances and other similar encumbrances affecting the Real Property which are not, individually or in the aggregate, material to the business of Green; or

(e) liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the Ordinary Course of Business consistent with past practice which are not, individually or in the aggregate, material to the business of Green.

Since the Most Recent Fiscal Year End, there have been no acquisitions or sales, transfers, leases or other dispositions of Assets by Green except sales and dispositions of inventory in the Ordinary Course of Business and dispositions of worn out or obsolete assets in the Ordinary Course of Business. The Assets are in good operating condition and repair, are adequate for the uses to which they are being put, and none of the Assets is in need of maintenance or repairs except for ordinary, routine maintenance and repairs. Subject to maintenance and repair and the acquisition of additional inventory, the Assets are sufficient for the continued conduct of Green's Business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property and assets necessary to conduct the Business of Green as currently conducted and to perform all of Green's Contracts.

Section 5.10 Accounts. Set forth on Section 5.10 of the Disclosure Schedule is a complete list of each outstanding Account of Green as of July 15, 2018, the account debtor thereunder, the age of each Account as of such date, the amount of each Account as of such date and the invoice numbers of Green invoices representing such Accounts. Except as otherwise set forth on Section 5.10 of the Disclosure Schedule, all of the Accounts (i) are

valid and genuine; (ii) have arisen out of bona fide performance of services and other business transactions in the Ordinary Course of Business consistent with past practice; and (iii) to Sellers' Knowledge, are not subject to valid defenses, set-offs or counterclaims. Other than Accounts written off as bad debt in the ordinary course of business, the amount of which is not material, Green has not received any request or agreed to any deduction or discount nor has it made any such deduction or discount with respect to any Accounts, nor, to Sellers' Knowledge, is it aware of any fact or circumstance that would give rise to any valid claim for such deduction or discount.

Section 5.11 Notes Receivable. Except as otherwise set forth on Section 5.11 of the Disclosure Schedule, there are no Notes Receivable owed to, owned by or in the possession of Green or in which Green has an interest.

Section 5.12 Inventories. The Inventory (except for Inventory in transit) is located at one or another of the addresses listed on Section 5.12 of the Disclosure Schedule. Section 5.12 of the Disclosure Schedule lists substantially all of the Inventories of the Green as of the Most Recent Fiscal Month End. All of the Inventory consists of a quality and quantity usable and salable in the ordinary course of business consistent with past practice, except for obsolete, damaged, defective or slow-moving items that have been written off or written down to fair market value or for which adequate reserves have been established. All such Inventory is owned by Green free and clear of all Encumbrances, except for Permitted Encumbrances, and no Inventory is held on a consignment basis. The quantities of each item of Inventory (whether raw materials, work-in-process or finished goods) are not excessive, but are reasonable in Green's present circumstances.

Section 5.13 Intellectual Property.

(a) Section 5.13(a) of the Disclosure Schedule sets forth, for the Intellectual Property owned by or filed in the name of Green (the "***Company Intellectual Property***"), a complete and correct list of all (i) patents and patent applications, (ii) trademark and service mark registrations and applications therefor, and internet domain names, (iii) copyright registrations and applications therefor, (iv) material unregistered trademarks and service marks, and (v) material Software, in each case, identifying the owner of each such Company Intellectual Property. Green solely and exclusively owns all right, title, and interest in and to the Company Intellectual Property set forth in Section 5.13(a) of the Disclosure Schedule, free and clear of any Encumbrances.

(b) No Company Intellectual Property is jointly owned by Green and any other Person. There is no judgment, decree, order, ruling or stipulation (i) relating to the Company Intellectual Property or (ii) against Green relating to the Company Intellectual Property. Green (x) may use, license, assign, transfer, assert and enforce all of the Company Intellectual Property, (y) may use all other Intellectual Property used by it, and (z) may operate its businesses as currently conducted and as currently proposed to be conducted, in each case, without any payment, restriction, limitation or other obligation to any Person with respect to any Intellectual Property (other than, with respect to Intellectual Property licensed by a third party to Green, royalty payments, restrictions, limitations and other obligations pursuant to an applicable agreement for such Intellectual Property).

(c) In each case in which Green has acquired, other than through a license, any Intellectual Property from any Person, Green has obtained a valid and enforceable assignment sufficient to irrevocably transfer all right, title and interest in and to such Intellectual Property to Green. To Sellers' Knowledge, all of the Company Intellectual Property is valid and enforceable and no patents included in the Company Intellectual Property have been misused. To Sellers' Knowledge, all of the Company Intellectual Property is subsisting, in full force and effect, and has not been canceled, expired, or abandoned and has not lapsed. To Sellers' Knowledge, no loss or expiration of any material Company Intellectual Property is threatened, pending or reasonably foreseeable, except for patents expiring at the end of their statutory terms (and not as a result of any act or omission of Green). No proceeding has been made, asserted, or, to Sellers' Knowledge, threatened, or is pending against Green based upon, challenging or seeking to deny or restrict, or otherwise related to, and Green has not received any notice related to, (i) the use, exploitation, validity, enforceability, patentability, registrability, ownership or scope of any of the Company Intellectual Property (including any interference, reissue, re-examination, invalidity, revocation or opposition proceeding) or (ii) the scope of, or any breach, violation or default under, any agreement related to Company Intellectual Property, and, to Sellers' Knowledge, there are no facts suggesting the likelihood of any of the foregoing.

(d) To Sellers' Knowledge, no Person has conflicted with, infringed, misappropriated or violated, or is conflicting with, infringing, misappropriating or violating any Company Intellectual Property. To Sellers' Knowledge, neither (i) the operation of the businesses of Green as previously conducted, as currently conducted or as currently proposed to be conducted, nor (ii) the development, design, manufacturing, licensing, advertising, marketing, distribution, sale, provision, importation, implementation, hosting, maintenance, support or use of, any Company Software or any other products or services by Green or any customer, distributor or supplier of Green, nor (iii) the exercise of any rights relating to the Company Intellectual Property, has conflicted with, infringed, misappropriated or violated, or conflicts with, infringes, misappropriates or violates the Intellectual Property or any contractual or other rights or property of any Person. No proceeding has been made, asserted, or, to Sellers' Knowledge, threatened, or is pending against Green based upon, alleging, or otherwise related to, and Green has not received any notice related to, any of the foregoing (including any solicited or unsolicited offer, demand or request that Green license Intellectual Property from any Person).

(e) Green has the sole and exclusive ownership of all right, title and interest in and to all Intellectual Property developed or created by, for or under the direction or supervision of Green. Each of the current or former employees, consultants and contractors of Green who has developed or created, or participated in the development or creation of, any such Intellectual Property has executed and delivered to Green a valid and enforceable written agreement, pursuant to which such employee, consultant or contractor has irrevocably assigned to Green all Intellectual Property arising out of such employee's, consultant's or contractor's employment or engagement by or contract with Green. To Sellers' Knowledge, each of the current or former employees, consultants and contractors of Green is and has been in compliance with the assignment provisions in such agreements and has not breached, violated or defaulted under the assignment provisions of any such agreement. Green has not granted any Person the right to make material improvements or modifications to any Company Intellectual Property which improvements or modifications were not promptly assigned to Green.

(f) Green has taken Commercially Reasonable Efforts to maintain and protect all of the Company Intellectual Property (including protecting the confidentiality of trade secrets and confidential or proprietary information, and establishing and maintaining appropriate physical, electronic and other security policies, programs and procedures). Each Person that has had or has access to any trade secrets or confidential or proprietary information included in Company Intellectual Property (including any source code for any Company Software) is subject to appropriate confidentiality obligations under a valid and enforceable written agreement regarding the non-disclosure and protection of such trade secrets and confidential or proprietary information. To Sellers' Knowledge, each such Person is and has been in compliance with such confidentiality obligations and has not breached, violated or defaulted under any such confidentiality obligations. No Contract provides for, and, to Sellers' Knowledge, no event has occurred, and no circumstance or condition exists, that, with or without the passage of time or giving of notice, requires: (i) Green's deposit of any source code for any Software owned by Green with an escrow agent or escrow service; (ii) the disclosure of any such source code to any Person; or (iii) a grant to any Person a license or right in or to any such source code. No source code for any Software owned by Green has been disclosed to any Person (except to employees of Green on a need-to-know basis).

(g) Any Software owned by Green and included in a product or service provided by Green to another Person substantially conforms with all applicable specifications and other published documentation regarding the functionality and performance characteristics, and, to Sellers' Knowledge, are free from any disabling code, time bomb, virus or other malicious or harmful code.

(h) With respect to any Open Source Software that is or has been a Third Party Component in Software owned by Green, Green is and has been in compliance with all applicable license agreements with respect to such Open Source Software and has not breached, violated or defaulted under any such agreement. Green has not (i) distributed or made available any Open Source Software to any Person in connection with any Software owned by Green, or (ii) used, modified or created derivative works based upon any Open Source Software, in a manner that creates any obligations for Green with respect to any Software owned by Green or other Company Intellectual Property, including any obligation under any Reciprocal License to grant any right or license (including any covenant not to sue or patent license) or to disclose or distribute any source code.

Section 5.14 Material Contracts.

(a) Except as set forth in Section 5.14(a) of the Disclosure Schedule, Green is not a party to, or bound by:

(i) any employment or consulting Contract or commitment with an employee or individual consultant or salesperson (other than "at will" employment agreements entered into in the ordinary course of business), any Contract or commitment to grant any severance or termination pay (in cash or otherwise) to any employee, or any consulting or sales Contract, or commitment with a firm or other organization;

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(ii) any pension, profit sharing, stock option, employee stock purchase or other plan or arrangement providing for deferred or other compensation (including any bonuses or other remuneration and whether in cash or otherwise), to employees, former employees or consultants, or any other employee benefit plan or arrangement, or any collective bargaining agreement or any other contract with any labor union, or severance agreements, programs, policies or arrangements;

(iii) any individual lease of Personal Property having a value in excess of Twenty Five Thousand and 00/100 Dollars ($25,000.00);

(iv) any lease agreements involving real property;

(v) any agreement, contract or commitment relating to capital expenditures involving future payments in excess of Twenty Five Thousand and 00/100 Dollars ($25,000.00) individually or in the aggregate;

(vi) any Contract or commitment relating to the disposition or acquisition of material assets or any interest in any business enterprise outside the ordinary course of the business;

(vii) any mortgages, indentures, guarantees, loans or credit agreements, security agreements or other Contracts or instruments relating to the borrowing of money, extension of credit or otherwise placing a Lien any material asset or group of assets of Green;

(viii) any purchase order or Contract for the purchase of materials involving in excess of Ten Thousand and 00/100 Dollars ($10,000.00) individually;

(ix) other than customer purchase orders, any other Contract or commitment that involves Twenty-Five Thousand and 00/100 Dollars ($25,000.00) or more individually or in the aggregate with respect to any single Person and is not cancelable without penalty within thirty (30) days;

(x) warranty agreement with respect to its services rendered or its products sold or leased, other than in the ordinary course of business;

(xi) any assignment, transfer, license, covenant not to sue, or grant of any other rights to or by Green in connection with, or any other agreement relating to, Intellectual Property;

(xii) any material sales, distribution, manufacturing or supply Contract;

(xiii) Contract regarding voting, transfer or other arrangements related to Green's equity or warrants, options or other rights to acquire any of Green's equity;

(xiv) Contract prohibiting Green from freely engaging in any business or competing anywhere in the world; or

(xv) any other Contract which is material to Green's operations and business prospects or involves a consideration in excess of Twenty-Five Thousand and 00/100 Dollars ($25,000.00) annually.

(b) True and complete copies of each Contract disclosed in the Disclosure Schedule or required to be disclosed pursuant to Section 5.14(a) (each a "***Material Contract***" and collectively, the "***Material Contracts***") have been made available to Buyer. Each Material Contract to which Green is a party or any of its properties or assets (whether tangible or intangible) is subject, is valid, binding and enforceable against Green, and to Sellers' Knowledge, the other parties thereto, in accordance with its terms. Green is in compliance with and has not materially breached, materially violated or materially defaulted under, or received written notice that it has breached, violated or defaulted under any of the terms or conditions of any Material Contract, and, to Sellers' Knowledge, no event has occurred which with the passage of time or the giving of notice or both would result in a default, breach or event of noncompliance by Green under any such Material Contract, and all Material Contracts shall be in full force and effect without penalty in accordance with their terms upon consummation of the transactions contemplated hereby. Except as set forth in Section 5.14(b) of the Disclosure Schedule, to Sellers' Knowledge, no partially filled or unfilled customer purchase order or sales order is subject to cancellation or any other material modification by the other party thereto or is subject to any penalty, right of set off or other charge by the other party thereto for late performance or delivery. To Sellers' Knowledge, no party obligated to Green pursuant to any such Material Contract has breached, violated or defaulted under such Material Contract, or taken any action or failed to act, such that, with the lapse of time, giving of notice or both, such action or failure to act would constitute such a breach, violation or default under such Material Contract by any such other party.

Section 5.15 Taxes.

(a) Except as set forth on Section 5.15 of the Disclosure Schedule, all Tax Returns (including amended returns and claims for refund) required to be filed by Green on or before the Closing Date have been timely filed. Such Tax Returns are true, correct, and complete in all material respects. All Taxes due and owing by Green (whether or not shown on any Tax Return) have been timely paid. No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of Green. Green has no ongoing Tax audits that it has received actual notice of and has received no written notice of commencement of an audit. Sellers have delivered to Buyer copies of all Tax Returns, examination reports, and statements of deficiencies assessed against, or agreed to by, Green for all Tax periods ending after December 31, 2011. Green has properly withheld and remitted all Taxes that it was required to withhold.

(b) Green has not been a member of an affiliated, combined, consolidated, or unitary Tax group for Tax purposes. Green has no Liability for Taxes of any Person (other than Green) under Treasury Regulations Section 1.1502-6 (or any corresponding provision of state, local, or foreign Law), as transferee or successor, by contract, or otherwise.

(c) There are no liens for Taxes (other than for current Taxes not yet due and payable) upon the assets of Green.

(d) Green is not a "foreign person" as that term is used in Treasury Regulations Section 1.1445-2. Green is not, nor has it been, a United States real property holding corporation (as defined in Section 897(c)(2) of the Code) during the applicable period specified in Section 897(c)(1)(a) of the Code.

(e) Since its formation, Green at all times has been treated as a partnership for federal and state income tax purposes.

(f) Green is a not party to any Tax allocation, Tax-sharing agreement or Tax indemnification agreement that will survive the Closing;

(g) Green has not received any notice from any Taxing Authority in any jurisdiction in which the Company does not file a Tax Return that the Company may be subject to income taxation by that jurisdiction;

(h) No Tax Return that was filed by the Green contains or was required to contain, a material disclosure statement under Code Section 6662 (or any predecessor, provision or comparable provision of state, local or foreign Law);

(i) Green will not be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of (i) any change in method of accounting for a taxable period ending on or prior to the Closing Date; (ii) any "closing agreement" as described in Code Section 7121 (or any corresponding or similar provision of state or local Law) executed on or prior to the Closing Date; (iii) an installment sale or open transaction disposition completed on or prior to the Closing Date; (iv) a prepaid amount actually received on or prior to the Closing Date; (v) an election under Code Section 108(i) made on or prior to the Closing Date; or (vi) intercompany transaction or excess loss account described in Treasury Regulations under Code Section 1502 (or any corresponding or similar provision of Tax law); and

(o) Green has not made an election under Section 1101(g)(4) of the Bipartisan Budget Act of 2015 (the "BBA"), or the temporary or final regulations promulgated thereunder, to apply the partnership audit rules enacted by the BBA to the Company for taxable periods prior to 2018.

Section 5.16 Employment Matters.

(a) Green is and has been at all times in material compliance with all applicable Laws respecting employment, employment practices, terms and conditions of employment, employee safety, and wages and hours, and in each case, except as disclosed on Section 5.16(a) of the Disclosure Schedule, with respect to employees of Green: (i) has withheld and reported all amounts required by law or by Contract to be withheld and reported with respect to wages, salaries and other payments to Employees, (ii) is not liable for any arrears of wages, severance pay or any Taxes or any penalty for failure to comply with any of the foregoing, and (iii) is not liable for any payment to any trust or other fund governed by or maintained by or on behalf of any Governmental Authority, with respect to unemployment compensation benefits, social security or other benefits or obligations for Employees (other than routine payments to be

made in the normal course of business and consistent with past practice). Green has no Liabilities with respect to any former Employee, nor any Liability that will result or is reasonably likely to result as a consequence of the consummation of the transactions contemplated by this Agreement. Green has no direct or indirect Liability with respect to any misclassification of any individual as an independent contractor rather than as an employee.

(b) Green is not, nor has it been, a party to or subject to any collective bargaining agreements or labor contracts, and, as of the date hereof, (i) no labor union or other bargaining representative has contacted Green, or the Sellers claiming it represents any of the former Employees, (ii) no petition has been filed or proceedings instituted by or on behalf of an Employee or group of Employees of Green with any labor relations board seeking recognition of a bargaining representative; (iii) no grievance is pending with any labor relations board or, to Sellers' Knowledge, threatened from any Employee; (iv) Green has paid in full, or accrued in their financial books and records, to all former Employees, all wages, salaries, commissions, bonuses, benefits and other compensation due to such Employees or otherwise arising under any policy, practice, agreement, plan, program, or Law; (v) except as disclosed on Section 5.16(b) of the Disclosure Schedule, Green is not liable for any severance pay or other payments to any Employee arising from the termination of employment; and (vi) there are no pending or, to Sellers' Knowledge, threatened charges or complaints relating to the Employees before the National Labor Relations Board or any other Governmental Authority.

Section 5.17 Employee Benefit Plans. Set forth on Section 5.17 of the Disclosure Schedule is a complete list of all Employee Benefit Plans of Green and of any ERISA Affiliate applicable to any of the employees or former employees of Green or to their respective dependents, whether maintained pursuant to a written contract or pursuant to custom or informal understanding.

(a) For each Employee Benefit Plan, Sellers have made available to Buyer accurate, current, and complete copies of each of the following: (i) the plan document with all amendments, or if not reduced to writing, a written summary of all material plan terms; (ii) any written contracts and arrangements related to such Employee Benefit Plan, including trust agreements or other funding arrangements, and insurance policies, certificates, and contracts; (iii) in the case of an Employee Benefit Plan intended to be qualified under Section 401(a) of the Code, the most recent favorable determination or approval letter and any legal opinions issued thereafter with respect to the Employee Benefit Plan's continued qualification; (iv) the most recent Form 5500 filed with respect to such Employee Benefit Plan; and (v) any material notices, audits, inquiries, or other correspondence from, or filings with, any Governmental Authority relating to the Employee Benefit Plan.

(b) Each Employee Benefit Plan and related trust has been established, administered, and maintained in accordance with its terms and in compliance with all applicable Laws (including ERISA and the Code). Nothing has occurred with respect to any Employee Benefit Plan that has subjected or could subject Green or, with respect to any period on or after the Closing Date, Buyer or any of its Affiliates, to a penalty under Section 502 of ERISA or to tax or penalty under Sections 4975 or 4980H of the Code or which would jeopardize the previously-determined qualified status of any Employee Benefit Plan. All benefits, contributions, and premiums relating to each Employee Benefit Plan have been timely paid in accordance with

the terms of such Employee Benefit Plan and all applicable Laws and accounting principles. All benefits accrued under any unfunded Employee Benefit Plan have been paid, accrued or adequately reserved.

(c) Green has not: (i) incurred, nor reasonably expects to incur, any Liability under Title I or Title IV of ERISA or related provisions of the Code or applicable Law relating to any Employee Benefit Plan; or (ii) incurred, nor reasonably expects to incur, any Liability to the Pension Benefit Guaranty Corporation. Green has not now or at any time contributed to, sponsored, or maintained any: (i) "multiemployer plan" as defined in Section 3(37) of ERISA; (ii) "single-employer plan" as defined in Section 4001(a)(15) of ERISA; (iii) "multiple employer plan" as defined in Section 413(c) of the Code; (iv) "multiple employer welfare arrangement" as defined in Section 3(40) of ERISA; (v) a leveraged employee stock ownership plan described in Section 4975 (e)(7) of the Code; or (vi) any other Employee Benefit Plan subject to required minimum funding requirements. Other than as required under Sections 601 to 608 of ERISA or other applicable Law, no Employee Benefit Plan provides post-termination or retiree welfare benefits to any individual for any reason.

(d) Neither the execution of this Agreement nor any of the transactions contemplated by this Agreement will, either alone or in combination with any other event, (i) entitle any current or former director, officer, employee, independent contractor, or consultant of Green to any severance pay, increase in severance pay, or other payment; (ii) accelerate the time of payment, funding, or vesting, or increase the amount of compensation (including stock-based compensation) due to any such individual; (iii) limit or restrict the right of Green to amend or terminate any Employee Benefit Plan; (iv) increase the amount payable under any Employee Benefit Plan; (v) result in any "excess parachute payments" within the meaning of Sections 280G(b) of the Code; or (vi) require a "gross-up" or other payment to any "disqualified individual" within the meaning of Section 280G(c) of the Code

Section 5.18 Loans From or To Employees or Members. There are no amounts owed by Green to any of its former employees or current or former members, and there are no amounts owed by any of such employees or members to Green, except for the loans described on Section 5.18 of the Disclosure Schedules, all of which shall be paid in full at Closing using proceeds from the Closing Payment, and the distribution that has been approved but is not paid as described on Section 5.28 of the Disclosure Schedule, which will remain unpaid at signing.

Section 5.19 Insurance. Section 5.20 of the Disclosure Schedule lists all insurance policies maintained by Green (the "***Insurance Policies***"), true and complete copies of which have been provided to Buyer. Such Insurance Policies: (a) are in full force and effect and will remain in full force and effect until Closing; (b) are valid and binding in accordance with their terms; (c) are provided by carriers who are financially solvent; and (d) have not been subject to any lapse in coverage. No Seller or any of its Affiliates (including Green) has received any written notice of cancellation of, premium increase with respect to, or alteration of coverage under, any of such Insurance Policies. All premiums due on such Insurance Policies have been paid. Green is not in default under, nor has otherwise failed to comply with, in any material respect, any provision contained in any Insurance Policy. The Insurance Policies are of the type and in the amounts sufficient for compliance with all applicable Laws and Contracts to which

Green is a party or by which it is bound. To Sellers' Knowledge, the insurance policies maintained by Green are of the type and in the amounts sufficient for compliance with all applicable Laws and Contracts to which Green is a party or by which it is bound.

Section 5.20 Compliance with Laws; Permits. Except with respect to Federal Laws applicable arising out of or relating to cannabis, (i) Green has complied, and is now complying, with all Laws applicable to it or its business, properties, or assets that are necessary to operate the Business; and (ii) Green has all Permits that are required for Green to conduct its Business and such Permits are valid and in full force and effect. Section 5.20 of the Disclosure Schedule lists all current Permits issued to Green and, to Sellers' Knowledge, no event has occurred that, with or without notice or the lapse of time, or both, would reasonably be expected to result in the revocation, suspension or lapse of any such Permit.

Section 5.21 Banks; Powers of Attorney. Section 5.21 of the Disclosure Schedule sets forth the names and locations of all banks, trust companies, savings and loan associations and other financial institutions at which Green maintains safe deposit boxes or accounts of any nature, the number assigned to each such account and the names of all persons authorized to draw thereon, make withdrawals therefrom or have access thereto.

Section 5.22 Brokers. Except for the amounts payable to Perfective ceuticals Inc. pursuant to an agreement between Perfective ceuticals and Green, and any other commissions or finders fees set forth on Section 5.22 of the Disclosure Schedules, all of which amounts will be satisfied in full at Closing by Sellers using proceeds from the Closing Payment, no agent, broker or other Person acting pursuant to express or implied authority of Green is entitled to a commission or finder's fee in connection with the transactions contemplated by this Agreement or, pursuant to express or implied authority of Green, will be entitled to make any Claim (including the assertion of a lien) against Buyers or Green for a commission or finder's fee.

Section 5.23 Books and Records. The minute books and corporate records of Green have been made available to Buyer and are complete and correct.

Section 5.24 Consents. Except with respect to the authorizations, consents, approvals, notices, filings and other actions necessary to authorize, approve or permit the Sellers' obligations pursuant to this Agreement and the consummation of the transactions contemplated hereby (the "***Consents***"), which are set forth on Section 5.24 of the Disclosure Schedule, no other Consent is required for the execution, delivery and performance of this Agreement or any document contemplated hereby or the transactions contemplated hereby and thereby.

Section 5.25 Enforceability. Any representation or warranty of Sellers as to the validness and/or enforceability of any Contractual Obligation, Intellectual Property right, license, lease, and/or other contractual right is subject to bankruptcy, insolvency, and/or other similar laws affecting the rights of creditors generally and general principles of equity (regardless of whether considered in a proceeding in equity or at law).

Section 5.26 Real Property Holding Corporation. Green is not, and has not been, a United States real property holding corporation.

Section 5.27 Real Property. Green has a valid leasehold interest in the Real Property. Such leasehold interest is free and clear of Encumbrances except for Permitted Encumbrances. With respect to leased Real Property, Sellers have delivered or made available to Buyer true, complete and correct copies of any leases affecting the Real Property. Green is not a sublessor or grantor under any sublease or other instrument granting to any other Person any right to the possession, lease, occupancy, or enjoyment of any leased real property. Green does not currently own, nor has Green ever owned, any real property or any interest therein.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF THE FOUNDING MEMBERS

Except as set forth in the Disclosure Schedule furnished to Buyers specifically identifying the corresponding numbered section of this Agreement, each of the Founding Members hereby represent and warrant to Buyer as follows:

Section 6.01 Authorization. Such Founding Member has the full right, power and authority to enter into this Agreement and the Related Agreements and to consummate or cause to be consummated all of the transactions and to fulfill all of the obligations contemplated to be consummated or fulfilled by such Founding Member hereunder and thereunder. The execution, delivery and performance of this Agreement and the Related Agreements by such Founding Member and the due consummation by such Founding Member of the transactions contemplated to be consummated by such Founding Member hereby and thereby have been duly authorized by all necessary action of such Founding Member. This Agreement, and each Related Agreement, when signed and delivered by such Founding Member, will constitute a legal, valid and binding agreement of such Founding Member enforceable against such Founding Member in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

Section 6.02 Membership Interests. Such Founding Member is the record and beneficial owner of, and possesses good and marketable title to such Founding Member's Company Membership Interests, free and clear of any Encumbrances. None of such Founding Member's Company Membership Interests are subject to any community property or similar interest held by any other Person and such Founding Member has not transferred to any other Person any rights or interest in any of such Founding Member's Company Membership Interests. There are no Contracts between such Founding Member and any other Person with respect to the acquisition, disposition or voting of, or any other matters pertaining to, any Company Membership Interests. Except for this Agreement and any Related Agreement, such Founding Member has no obligation, absolute or contingent, to any other Person to sell any ownership interest held by such Founding Member in Green, or concerning any sale of the Business or any material assets of such Founding Member, or concerning any merger, consolidation or other reorganization of such Founding Member or to enter into any agreement with respect thereto.

Section 6.03 No Conflict or Violation. Neither the execution and delivery of this Agreement nor any Related Agreement by such Founding Member, nor the consummation by such Founding Member of the transactions contemplated to be consummated by such Founding Member hereby or thereby nor compliance by such Founding Member with any of the provisions hereof or thereof will result in: (i) a violation of or conflict with any Law to which such Founding Member is subject; (ii) a breach of, or right of termination, forfeiture or default under any term, condition or provision of any Contractual Obligation to which such Seller is a party; or (iii) the creation of any Encumbrance on any of the Membership Interests or on any assets of such Founding Member, except for Permitted Encumbrances.

Section 6.04 Brokers. No agent, broker or other Person acting pursuant to express or implied authority of such Founding Member is entitled to a commission or finder's fee in connection with the transactions contemplated by this Agreement or, pursuant to express or implied authority of such Founding Member, will be entitled to make any Claim (including the assertion of a Lien) against Buyers or Green for a commission or finder's fee.

Section 6.05 Litigation and Proceedings; Claims. There are no Claims pending, or, to such Founding Member's Knowledge, threatened, against or directly affecting such Founding Member or any of its respective properties or members, managers, officers or employees (in their capacities as such). Such Founding Member has not been charged with nor, to such Founding Member's Knowledge, is it under investigation with respect to, any charge which has not been resolved concerning any violation of any Law or Permit. No Claim is pending by or before any arbitrator or Governmental Authority which is reasonably likely to enjoin, restrain or prohibit, or result in material damages in respect of, or which is related to or arises out of, this Agreement or the consummation of the transactions contemplated hereby. To such Founding Member's Knowledge, no event has occurred or circumstance exists that may give rise to, or serve as a basis for, any Claim.

Section 6.06 Investment Representations. Such Founding Member has received the Related Agreements, understands the contents of the foregoing, and acknowledges that there are substantial risks incident to the ownership of the NH Shares, and such investment is speculative and involves a high degree of risk of loss. Such Founding Member has had an opportunity to review the financial statements of NHI and its Affiliates, documents and other due diligence materials of NHI and its Affiliates, ask questions of and receive answers from, or obtain additional information from the executive officers of NHI and its Affiliates concerning the financial and other affairs of NHI and its Affiliates and the terms of the NH Shares.Such Founding Member has substantial experience in evaluating and investing in private placement transactions of securities in companies similar to NHI, so such Founding Member are capable of evaluating the merits and risks of investing in the NHI Shares and have the capacity to protect their own interests. Such Founding Member is able to bear the economic risk and lack of liquidity of their investment in the NH Shares for an indefinite period of time. Such Founding Member is aware that transfer of the NH Shares may not be possible.

(b) Such Founding Member is acquiring the NH Shares for its own account with the present intention of holding the NH Shares for investment purposes, and such Founding Member has no intention of selling the NH Shares in violation of the Securities Act, any applicable state securities laws or Canadian securities laws.

(c) Such Founding Members is an Accredited Investor within the meaning of such term in Rule 501(a) of Regulation D promulgated under the Securities Act. Such Founding Member is not required to be registered as a broker-dealer under Section 15 of the United States Securities Exchange Act of 1934, and such Founding Member is not a brokers-dealer as defined in such Act. Such Founding Member has completed the Accredited Investor Questionnaire provided by Buyer, and confirms that the questionnaire has been truthfully and accurately completed.

Section 6.07 Tax. Such Founding Member is not a "foreign person" as that term is used in Treasury Regulations Section 1.1445-2.

ARTICLE VII
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Sellers that the statements contained in this ARTICLE VII are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date as though made then and as though the Closing Date was substituted for the date of this Agreement throughout this ARTICLE VII.

Section 7.01 Organization. Each of Buyer and NHI is a duly incorporated and validly existing corporation in good standing under the laws of the jurisdiction of their incorporation or organization, and have the power and authority to own, lease and operate their assets and properties and to conduct their business as now being conducted.

Section 7.02 Authorization. There are no provisions in Buyer's certificate of incorporation or bylaws (or comparable organizational documents) which prohibit or limit Buyer's ability to consummate the transactions contemplated to be consummated by Buyer hereunder. Buyer has the full right, power and authority to enter into this Agreement and the Related Agreements and to consummate or cause to be consummated all of the transactions and to fulfill all of the obligations contemplated to be consummated or fulfilled by Buyer hereunder. The execution and delivery of this Agreement and each Related Agreement by Buyer and the due consummation by Buyer of the transactions contemplated to be consummated by Buyer hereby have been duly authorized by all necessary action of the respective directors of Buyer. This Agreement and each Related Agreement constitutes a legal, valid and binding agreement of Buyer enforceable against Buyer in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

Section 7.03 Capitalization. NHI is the sole owner of Buyer. The authorized capital stock of NHI (the "***Shares***") consists of [_____] Shares, of which [_____] Shares are issued and outstanding as of the close of business on the date of this Agreement. The NH Shares have been duly authorized and validly issued, are fully paid and non-assessable and have not been issued in violation of any preemptive rights. There are no existing Encumbrances, Options or commitments of any character whatsoever relating to any of the NH Shares.

Section 7.04 No Conflict or Violation. Neither the execution and delivery of this Agreement by Buyer, nor the consummation by Buyer of the transactions contemplated to be consummated by Buyer hereby nor compliance by Buyer with any of the provisions hereof will result in: (i) a violation of or a conflict with any provision of the certificate of incorporation or bylaws (or comparable organizational documents) of Buyer; (ii) a breach of, or right of termination, forfeiture or default under any term, condition or provision of any Contractual Obligation or Permit to which Buyer is a party or by which any of its assets are bound or affected, or an event which, with the giving of notice, lapse of time or both, would result in any such breach, right of termination, forfeiture or default; (iii) a violation of any Law, or of any order, judgment, writ, injunction, decree or award, or an event which, with the giving of notice, lapse of time or both, would result in any such violation; or (iv) any Person having the right to enjoin, rescind or otherwise prevent or impede the transactions contemplated hereby or to obtain damages from Sellers or to obtain any other judicial or administrative relief as a result of any transaction carried out in accordance with the provisions of this Agreement.

Section 7.05 Litigation and Proceedings. There is no Claim pending or, to the knowledge of Buyer, threatened against Buyer, which challenges the validity of this Agreement or the transactions contemplated hereunder, or otherwise seeks to prevent, directly or indirectly, the consummation of such transactions.

Section 7.06 Consents and Approvals. No consent, approval or authorization of any Person, nor any declaration, filing or registration with any Governmental Authority or other Person, is required to be made or obtained by Buyer in connection with the execution, delivery and performance by Buyer of the transactions contemplated to be consummated by Buyer hereunder, except for consents which are obtained and delivered by Buyer to Sellers on or before the Closing Date, including approval from the Nevada Department of Taxation.

Section 7.07 Brokers. No agent, broker or other Person acting pursuant to express or implied authority of Buyer is entitled to a commission or finder's fee in connection with the transactions contemplated by this Agreement or, pursuant to express or implied authority of Buyer, will be entitled to make any Claim (including the assertion of a lien) against the Sellers for a commission or finder's fee.

ARTICLE VIII
ACTIONS AFTER CLOSING

The Parties agree as follows with respect to periods arising after the Closing Date and agree that the obligations set forth in this ARTICLE VIII survive the Closing.

Section 8.01 Further Assurances. The Parties will execute and deliver such further documents and do such further acts and things as may be required to carry out the intent and purpose of this Agreement. Without limiting the generality of the foregoing, in case at any time after the Closing Date any further action is reasonably necessary or desirable to carry out the purposes of this Agreement, Sellers and Buyer, and the proper officers and directors thereof, will execute such further documents (including assignments, acknowledgements, consents and other instruments of transfer) and will take such further action as may be

reasonably necessary or desirable to effect such transfer and to otherwise carry out the purposes of this Agreement, in each case to the extent not inconsistent with applicable Laws.

Section 8.02 Seven Ten Management Litigation. Founding Members covenant to assume, pay for, and control the defense of any third party claims arising out of the engagement by Green of Seven Ten Management, LLC ("***STM***") or otherwise related to STM (the "***Seven Ten Claims***") at Founding Members' sole cost and expense with counsel selected by Founding Members in their sole discretion.

Section 8.03 Tax Covenants.

(a) Without the prior written consent of a majority of the Founding Members, Buyer shall not (and Buyer shall ensure that Green shall not) make, change, or rescind any Tax election regarding Green with respect to any Pre-Closing Tax Period or Straddle Year Tax Period. Without the prior written consent of a majority of the Founding Members, with respect to any Pre-Closing Tax Period and any Straddle Year Tax Period, Buyer shall not (and Buyer shall ensure that Green shall not) amend, change, or modify any Tax Return of Green, or file a claim for refund with respect to any Tax Returns of Green.

(b) Buyer shall timely prepare, or cause to be timely prepared by Green, all Tax Returns required to be filed by Green after the Closing Date with respect to any Pre-Closing Tax Period and any Straddle Year Tax Period. Any such Tax Returns shall be prepared in a manner consistent with past practice (unless otherwise required by Law) and without a change of any election or any accounting method and shall be submitted to all of the Founding Members (together with schedules, statements and, to the extent requested by Seller, supporting documentation) at least forty-five (45) days prior to the due date (including extensions) of such Tax Return. Green agrees (and Buyer agrees that it shall ensure) that Green shall not file such Tax returns unless a majority of the Founding Members provides written consent to Green regarding such Tax Returns.

(c) Buyer agrees to provide or agrees to cause Green to provide prompt written notice to all of the Founding Members of any notice or information with all written documentation of any pending or threatened Tax audit, assessment, requests for information, dispute, contest, or other proceeding involving Green with respect to any Pre-Closing Tax Period or Straddle Year Tax Period. Buyer and Green shall afford any of the Founding Members the opportunity to fully participate with Green, at its own cost, in all administrative appeals, proceedings, hearings, audits, contests, conferences, litigation, or any other procedure (a "***Tax Contest***") with any taxing authority involving Green with respect to any Pre-Closing Tax Period or Straddle Year Tax Period; and provided further that neither Green nor Buyer shall settle or otherwise compromise any Tax Contest without the prior written consent of a majority of the Founding Members. Whether or not any of the Founding Members participates in the Tax Contest, Buyer shall, and shall cause Green to, promptly provide to all of the Founding Members with any notices, documents, correspondence, and other items related to the Tax Contest, and shall promptly provide to all of the Founding Members anything reasonably requested by any of the Founding Members as it relates to a Tax Contest with respect to any Pre-Closing Tax Period or Straddle Year Tax Period.

(d) Sellers agree to be responsible for any Taxes imposed on Green for any Pre-Closing Tax Periods and for Seller's portion of any Straddle Year Tax Period as determined in Section 8.03(f). Seller shall be responsible for fifty (50%) of any transfer, stamp, documentary, sales, use, registration, recording, and other similar type of transfer Taxes (which includes any intangible, real, or personal property transfer Taxes) as well as conveyance fees, recording charges, and other fees and charges (including penalties, additions, and interest) incurred on Buyers as a result of the Founding Members transferring its Company Membership Interest to Buyer as described in this Agreement, and Sellers shall, on an after-tax basis, indemnify, defend, and hold harmless Buyer for such items described in this Section 8.03(d). For the avoidance of doubt, the responsibility for Taxes arising out of or relating to the sale of the Real Property pursuant to the Real Property Purchase and Sale Agreement shall be as provided in such agreement.

(e) Except to the extent taken into account under Section 3.03, Buyer shall promptly pay to the Founding Members all of the refunds received by or credited to Green or Buyer, or any of their affiliates, with respect to Taxes paid by Green or paid on behalf of Green that relate to any Pre-Closing Tax Period or Straddle Year Tax Period. Buyer shall pay to the Founding Members the amount determined in this Section 8.03(e) within fifteen (15) days of receipt of such refund or the crediting of such refund as described herein.

(f) Straddle Period Allocations. Whenever it is necessary for purposes of this Section 8.03 to determine the allocation of any Taxes imposed on or incurred by Green for a Straddle Period, the determination shall be made, in the case of property or ad valorem taxes or franchise taxes (which are measured by, or based solely upon capital, debt or a combination of capital and debt), on a per diem basis and, in the case of other Taxes, by assuming that the portion of the Straddle Period ending on the Closing Date constitutes a separate Taxable Period of Green and by taking into account the actual taxable events occurring during such period (except that exemptions, allowances and deductions for a Straddle Period that are calculated on an annual or periodic basis, such as the deduction for depreciation, shall be apportioned ratably on a per diem basis). Notwithstanding anything to the contrary contained herein, any franchise Tax paid or payable with respect to Green shall be allocated to the Taxable period during which the income, operations, assets or capital comprising the base of such Tax is measured, regardless of whether the right to do business for another Taxable period is obtained by the payment of such franchise Tax.

(g) Section 754 Election. The Sellers agree to cooperate with the filing of an election under Code section 754 with respect to the sale of the Company Membership Interest. The allocations shall be made consistent with the purchase price allocation set forth in Section 3.02 hereof.

Section 8.04 Payment of Declared Distribution. Within five (5) days after Closing, Green shall pay the distribution described in Section 5.18 of the Disclosure Schedule if it has not been paid as of such date.

ARTICLE IX
CONDITIONS TO CLOSING; TERMINATION

Section 9.01 Conditions to Obligations of All Parties. The obligations of each Party to consummate the transactions contemplated by this Agreement shall be subject to:

(a) the fulfillment, at or prior to the Closing, of the condition that no Governmental Authority shall have enacted, issued, promulgated, enforced or entered any order, writ, judgment, injunction, decree, stipulation, determination or award which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof; and

(b) the mutual agreement of the Parties as to the form of Note and such other agreements that may be mutually agreed to provide for the conversion or exchange of the amounts due under the Note for the common stock of NHI and tax implications acceptable to each of the Parties.

Section 9.02 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Buyer's waiver, at or prior to the Closing, of each of the following conditions:

(a) Seller shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the Related Agreements to be performed or complied with by it prior to or on the Closing Date.

(b) The Related Agreements (other than this Agreement) to which Sellers or their respective Affiliates are a party shall have been executed and delivered by such parties and true and complete copies thereof shall have been delivered to Buyer.

(c) No Action shall have been commenced against Buyer or Sellers, which would prevent the Closing. No injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits any transaction contemplated hereby.

(d) All approvals, consents and waivers that are listed on Section 5.24 of the Disclosure Schedules shall have been received, and executed counterparts thereof shall have been delivered to Buyer at or prior to the Closing.

(e) All representations and warranties of Sellers herein shall be true and accurate in all material respects as of the date they were made and as of the Closing Date, except for inaccuracies of representations or warranties the circumstances giving rise to which, individually or in the aggregate, do not constitute and could not reasonably be expected to have a Material Adverse Effect.

Section 9.03 Conditions to Obligations of Sellers. The obligations of Sellers to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Sellers' waiver, at or prior to the Closing, of each of the following conditions:

(a) Buyer shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the Related Agreements to be performed or complied with by it prior to or on the Closing Date.

(b) The Related Agreements (other than this Agreement) to which Buyer or its Affiliates are a party shall have been executed and delivered by such parties and true and complete copies thereof shall have been delivered to Sellers.

(c) 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.

Section 9.04 Termination.

(a) Termination of Agreement. The Parties may terminate this Agreement and the purchase and sale of the Acquired Interest may be abandoned at any time prior to the Closing Date as provided below:

(i) Buyer may terminate this Agreement by giving written notice to the Sellers (1) in the event the Seller has breached any representation, warranty, covenant or agreement contained in this Agreement, the consequences of which will not be reflected in the calculation of the Closing Date Net Working Capital and exceeds the limit on indemnification set forth in Section 10.02, Buyer has notified the Sellers of the breach, and the breach has continued without cure for a period of thirty (30) days after the notice of breach; (2) if any of the conditions of the Parties obligations to consummate the transaction contemplated by Section 9.01; or (3) if any of the conditions to Buyer's obligations to consummate the transactions contemplated by Section 9.02 shall have become impossible to satisfy through no fault of Buyer.

(ii) Seller may terminate this Agreement by giving written notice to Buyer at any time prior to the Closing (1) in the event Buyer has breached any representation, warranty, covenant or agreement contained in this Agreement in any material respect, Seller has notified Buyer of the breach, and the breach has continued without cure for a period of thirty (30) days after the notice of breach; (2) if any of the conditions of the Parties obligations to consummate the transaction contemplated by Section 9.01; (3) if any of the conditions to Seller's obligations to consummate the transactions contemplated by Section 9.03 shall have become impossible to satisfy through no fault of Seller.

(b) Effect of Termination. If either Party terminates this Agreement pursuant to Section 9.04(a) above, this Agreement shall thereafter become void and there shall be no Liability on the part of either Party to any other Party, or their respective directors, officers or agents, except that if the Closing does not occur as a result of any Party's breach of any representation, warranty, covenant, or obligation hereunder, the termination of this Agreement pursuant to Section 9.04(a)(i)(1) or Section 9.04(a)(ii)(1) shall not relieve the breaching Party of any Liability to any other Party for such breach, and the non-breaching Party shall be entitled to

all remedies against the breaching Party for such breach, whether at law or in equity, even if the non-breaching Party pursuing any such remedy is the Party that terminated this Agreement.

ARTICLE X
INDEMNIFICATION

Section 10.01 Survival of Representations and Warranties. The representations and warranties of the Parties contained in ARTICLE V, ARTICLE VI, and ARTICLE VII of this Agreement, respectively, or in any certificate, statement or other instruments delivered at the Closing pursuant to this Agreement, shall survive until eighteen (18) months after Closing; provided, however, that the representations and warranties of the Sellers contained in Section 5.01 (Organization), Section 5.02 (Authorization), Section 5.03 (Capitalization), Section 6.01 (Authorization), and Section 6.01 (Membership Interests) shall survive indefinitely, and the representations and warranties of Section 5.15 (Tax), Section 5.17 (Employee Benefit Plans), Section 5.22 (Brokers), Section 6.03 (Brokers), and Section 6.06 (Tax) shall survive until the running of the applicable statute of limitations.

Section 10.02 Sellers Indemnification.

(a) Upon the Closing, each of the Sellers, jointly and severally, shall indemnify, defend, and hold harmless Buyer and their respective officers, directors, managers, members, affiliates, employees, agents and representatives (each, a "***Buyer Indemnified Party***" and collectively, the "***Buyer Indemnified Parties***") from and against, and shall reimburse any Buyer Indemnified Party for, all claims (including, without limitation, third party claims), losses, liabilities, damages, deficiencies, costs, interest, awards, amounts paid in settlement, judgments, penalties, and expenses, including reasonable attorneys' and consultants' fees and expenses, including any such expenses incurred in connection with investigating, defending against or settling any of the foregoing, but excluding any diminution in value, lost profits, or incidental, punitive, and consequential damages (hereinafter individually a "***Loss***" and collectively "***Losses***"), incurred or sustained by the Buyer Indemnified Parties, or any of them, directly or indirectly, arising out of, related to, or resulting from or based upon (i) any breach or inaccuracy of any representation or warranty of the Sellers contained in this Agreement, any Related Agreement, or in any signed certificate, statement or other signed instrument of any Seller delivered pursuant to this Agreement; (ii) any failure by any of the Sellers to perform or comply with any material covenant contained in this Agreement, any Related Agreement, or in any signed certificate, statement or other signed instrument of any Seller delivered pursuant to this Agreement; (iii) any Taxes incurred by Green with respect to any period (or portion thereof) ending on or before the Closing Date or otherwise attributable to the conduct of Green's business on or prior to the Closing Date; (iv) any claim Transaction Expenses in connection with the origin, negotiation or execution of this Agreement or the other Related Agreements or the consummation of the transactions contemplated hereby or thereby based upon any alleged agreement, arrangement or understanding between the claimant and the Sellers; (v) any claim by a Person who was a director, manager or member of Green prior to the Closing arising out of or related to actions taken or not taken by Green prior to the Closing; (vi) any claims by any employees or independent contractors of Green (including claims for severance, bonus, or any other payment) based on facts, events, transactions, occurrences or actions or inactions of any Seller arising on or prior to the Closing Date; (vii) any claims by any Person based on facts,

events, transactions, occurrences or actions or inactions of any Seller arising on or prior to the Closing Date; and/or (viii) the Seven Ten Claims (which obligation shall survive indefinitely).

(b) The Founding Members' liability under Section 10.02(a) shall be joint and several up to the amount of $8,000,000. In the event that the liability of the Founding Members exceed $8,000,000 pursuant to Section 10.02(a) above, the Founding Members shall each not be required to provide indemnification under this Section 10.02 concerning any breach or inaccuracy of any representation or warranty of any other Founding Member contained in ARTICLE VI of this Agreement, and any such indemnification obligations will be satisfied severally by such other Founding Member.

Section 10.03 Buyer Indemnification. Upon the Closing, Buyers shall indemnify, defend, and hold harmless each of the Sellers and their respective successors and assigns (each, a "***Seller Indemnified Party***" and collectively, the "***Seller Indemnified Parties***") from and against, and shall reimburse any Seller Indemnified Party for, all Losses incurred or sustained by the Seller Indemnified Parties, or any of them, directly or indirectly, arising out of, related to, or resulting from or based upon (a) any breach or inaccuracy of any representation or warranty of Buyer contained in this Agreement, any Related Agreement, or in any certificate or other instrument delivered by Buyers pursuant to this Agreement or (b) any failure by Buyers to perform or comply with any covenant contained in this Agreement, any Related Agreement, or in any certificate or other instrument delivered by Buyers pursuant to this Agreement.

Section 10.04 Certain Limitations. The indemnification provided for in Section 10.02 shall be subject to the following limitations:

(a) Basket. Sellers shall not be liable to the Buyer Indemnified Parties for indemnification under Section 10.02 until the aggregate amount of all Losses in respect of indemnification under Section 10.02 exceeds Ninety Thousand and 00/100 Dollars ($90,000.00) (the "***Basket***"), in which event Sellers shall be required to pay or be liable for Losses including the Basket.

(b) Cap. Notwithstanding anything to the contrary set forth in Section 10.02:

(i) Subject to Section 10.04(b)(ii) and Section 10.04(b)(iii), the aggregate amount of all Losses for which Sellers shall be liable pursuant to Section 10.02 shall not exceed Four Million and 00/100 Dollars ($4,000,000.00); and

(ii) The limitations set forth in Section 10.04(b)(i) shall not apply to Losses based upon, arising out of, with respect to or by reason of any inaccuracy in or breach of any representation or warranty in Section 5.01 (Organization), Section 5.02 (Authorization), Section 5.03 (Capitalization), Section 6.01 (Authorization), Section 6.01 (Membership Interests), Section 5.15 (Tax), Section 5.17 (Employee Benefit Plans), Section 5.22 (Brokers), Section 6.03 (Brokers), Section 6.06 (Tax), and/or the Seven Ten Claims, which Losses shall be limited to an amount equal to the Interest Purchase Price; and

(iii) Subject to Section 10.02(b), in no event shall the aggregate amount required to be paid by any individual Founding Member under Section 10.02 exceed such Founding Member's Pro Rata Share of the Interest Purchase Price;