

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 07:51 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 8 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.

Todd L. Bice, Esq., Bar No. 4534
Jordan T. Smith, Esq., Bar No. 12097
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Telephone: 702.214.2100

Attorneys for Respondent Essence Entities

ALPHABETICAL INDEX TO THE ESSENCE ENTITIES'
SUPPLEMENTAL APPENDIX

<u>Document</u>	<u>Date</u>	<u>Vol.</u>	<u>Page Nos.</u>
Applications (Redacted)	09/2018	1-16	SA000001-3829
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
Court Minute Order regarding Motion for Summary Judgment	05/15/2020	16	SA003888-3891
Essence Entities' Brief in Support of Judgment on Partial Findings	08/10/2020	16	SA003892-3896
Essence Entities' Motion for Summary Judgment	03/27/2020	16	SA003875-3887
Essence Entities' Closing Power Point Presentation	08/17/2020	16	SA003897-3923
Order Granting Integral's Motion to Intervene	04/22/2019	16	SA003852-3857
Order Granting Joint Motion to Consolidate	12/06/2019	16	SA003858-3869
Order Granting Motion to Certify	08/04/2022	16	SA003934-3954
Order Granting Plaintiffs Leave to File Amended Complaints	12/31/2019	16	SA003870
Plaintiff's Trial Exhibit 1142 – Applications Spreadsheet	09/2018	16	SA003830-3851

**CHRONOLOGICAL INDEX TO THE ESSENCE
ENTITIES' SUPPLEMENTAL APPENDIX**

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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
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7.	Essence Entities' Motion for Summary Judgment	03/27/2020	16	SA003875-3887
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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



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

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

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555 E. Washington Avenue
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Phone: (702) 486-2300 Fax: (702) 486-2373

RENO OFFICE
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Building L, Suite 235
Reno, Nevada 89502
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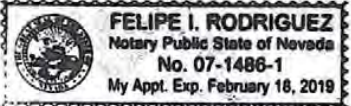
ATTACHMENT D
REQUEST AND CONSENT TO RELEASE APPLICATION FORM
RECREATIONAL MARIJUANA ESTABLISHMENT LICENSE

I, John J. Matos, am the duly authorized representative of
Red Earth, 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] Date: 09/04/2018
Signature of Requestor/Applicant or Designee

State of Nevada
County of Clark
Signed and sworn to (or affirmed) before me on September 4th, 2018 (date)
By John J. Matos (name(s) of person(s) making statement)

<p> FELIPE I. RODRIGUEZ Notary Public State of Nevada No. 07-1486-1 My Appt. Exp. February 18, 2019 Notary Stamp <u>2/18/2019</u></p>	<p><u>[Signature]</u> Signature of notarial officer</p>
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BRIAN SANDOVAL
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JAMES DEVOLLO
Chair, Nevada Tax Commission
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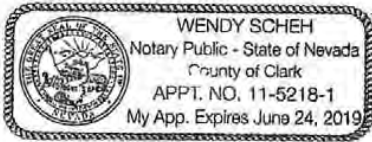
HENDERSON OFFICE
2550 Paseo Verde Parkway, Suite 180
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Phone: (702) 485-2300
Fax: (702) 485-3377

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REQUEST AND CONSENT TO RELEASE APPLICATION FORM
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I, Andy Zhang, am the duly authorized representative of
Real Earth, 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
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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] Date: 08/28/18
Signature of Requestor/Applicant or Designee

State of Nevada	
County of <u>Clark</u>	
Signed and sworn to (or affirmed) before me on <u>08/28/2018</u> (date)	
By <u>Andy Zhang</u> (name(s) of person(s) making statement)	
 Wendy SCHEH Notary Public - State of Nevada County of Clark APPT. NO. 11-5218-1 My App. Expires June 24, 2019	<u>[Signature]</u> Signature of notarial officer



BRIAN SANDOVAL
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REQUEST AND CONSENT TO RELEASE APPLICATION FORM
RECREATIONAL MARIJUANA ESTABLISHMENT LICENSE

I, David R. Radcliffe, am the duly authorized representative of

Red Earth, LLC

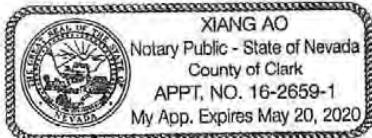

to represent and interact with the Department of Taxation (Department) on all matters and questions in relation to the Nevada Recreational Marijuana Establishment License(s) Application. I understand that R092-17, Sec. 242 makes all applications submitted to the Department confidential but that local 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.

David Radcliffe

Date: 9-13-2018

Signature of Requestor/Applicant or Designee

State of Nevada	
County of <u>Clark</u>	
Signed and sworn to (or affirmed) before me on <u>Sept. 13, 2018</u> (date)	
By <u>David Randall Radcliffe</u> (name(s) of person(s) making statement)	
 Notary Stamp	 Signature of notarial officer



BRIAN SANDOVAL
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JAMES DEVOLLD
Chair, Nevada Tax Commission
WILLIAM D. ANDERSON
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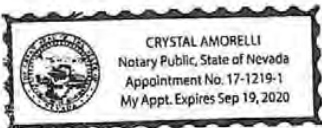
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I, Sabrina Mahmud, am the duly authorized representative of
Red Earth, LLC to represent and interact
with the Department of Taxation (Department) on all matters and questions in relation to the Nevada
Recreational Marijuana Establishment License(s) Application. I understand that R092-17, Sec. 242 makes all
applications submitted to the Department confidential but that local government authorities, including but not
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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] Date: 9/11/18
Signature of Requestor/Applicant or Designee

State of Nevada	
County of <u>Clark</u>	
Signed and sworn to (or affirmed) before me on <u>9/11/2018</u> (date)	
By <u>Sabrina Mahmud</u> (name(s) of person(s) making statement)	
 Notary Stamp	<u>[Signature]</u> Signature of notarial officer



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

STATE OF NEVADA
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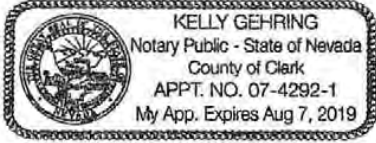
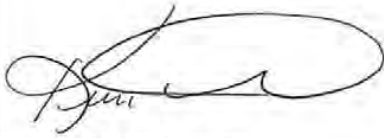
HENDERSON OFFICE
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Phone: (702) 486-2300
Fax: (702) 486-3377

ATTACHMENT D
REQUEST AND CONSENT TO RELEASE APPLICATION FORM
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I, Catherine Boutsikakis, am the duly authorized representative of Red Earth 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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Catherine Boutsikakis Date: 9/15/18
Signature of Requestor/Applicant or Designee

State of Nevada	
County of <u>CLARK</u>	
Signed and sworn to (or affirmed) before me on <u>SEPTEMBER 15, 2018</u> (date)	
By <u>CATHERINE BOUTSIKAKIS</u> (name(s) of person(s) making statement)	
	
Notary Stamp	Signature of notarial officer

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.

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

0010-00118
SA001756



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) PARIS BALMOURA S		SOCIAL SECURITY NUMBER (Last 4) [REDACTED]
PHYSICAL ADDRESS LINE 1 (ADDRESS ONLY - NO APARTMENT NO.) [REDACTED]		CITIZENSHIP USA
PHYSICAL ADDRESS LINE 2 (ADDRESS ONLY - NO APARTMENT NO.) [REDACTED]		MOBILE PHONE NUMBER [REDACTED]
PHYSICAL CITY, STATE, ZIP CODE (TOWN, CITY, PRINCIPAL, POSTAL CODE) [REDACTED]		HOME PHONE NUMBER [REDACTED]
EYE COLOR Brown	HAIR COLOR Brown	WEIGHT (LBS) 200
ETHNICITY Black	GENDER Male	HEIGHT (INCHES) 70 inch
RACE White		DATE OF BIRTH [REDACTED]
PLACE OF BIRTH New York City New York		

Establishment Information (If owner, officer or board member)

ESTABLISHMENT NAME Red Earth, LLC	ESTABLISHMENT CODE 0012
CERTIFICATE 796146832979117339	ESTABLISHMENT TYPE Cultivation

Reason Fingerprinted

MNU (Account #): 152108 ORI: NV0131700

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.

NVPSIE0024083A	
FINGERPRINT AGENCY STAMP	
DAD Fingerprinting Services, LLC 800 N Rainbow Blvd #175 Las Vegas, NV 89107	
FINGERPRINT REPRESENTATIVE SIGNATURE 	
TCN# NVPSIE0024084A	DATE 4-18-18





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) John Jay Matos		SOCIAL SECURITY NUMBER (optional) [REDACTED]
PHYSICAL ADDRESS LINE 1 (ADDRESS ON GOVERNMENT ID) [REDACTED]		CITIZENSHIP U.S. Citizen
PHYSICAL ADDRESS LINE 2 [REDACTED]		MOBILE PHONE NUMBER [REDACTED]
PHYSICAL CITY, STATE, ZIP CODE (TOWN, CITY, PROVINCE, POSTAL CODE) [REDACTED]		HOME PHONE NUMBER N/A
EYE COLOR Brown	HAIR COLOR Brown	WEIGHT (LBS) 245
ETHNICITY White	GENDER Male	HEIGHT (INCHES) 5'7"
RACE Hispanic		
PLACE OF BIRTH New York, NY		DATE OF BIRTH [REDACTED]

Establishment Information (If owner, officer or board member)

ESTABLISHMENT NAME Red Earth, LLC	ESTABLISHMENT CODE C012
CERTIFICATE 7961468329791117339	ESTABLISHMENT TYPE Cultivation

Reason Fingerprinted

MNU (Account #): 152108 ORI: NV0131700

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 SERVICES

A-1 Fingerprinting Services
2048 N. Las Vegas Blvd.
North Las Vegas, NV. 89030

FINGERPRINT REPRESENTATIVE SIGNATURE

TOKEN

DATE

NV5220103498A
September 6th, 2014





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) John Jay Matos		SOCIAL SECURITY NUMBER (optional) [REDACTED]
PHYSICAL ADDRESS LINE 1 (ADDRESS ON GOVERNMENT ID) [REDACTED]		CITIZENSHIP U.S. Citizen
PHYSICAL ADDRESS LINE 2 [REDACTED]		MOBILE PHONE NUMBER [REDACTED]
PHYSICAL CITY, STATE, ZIP/POSTAL CODE (TOWN, CITY, PROVINCE, POSTAL CODE) [REDACTED]		HOME PHONE NUMBER N/A
EYE COLOR Brown	HAIR COLOR Brown	WEIGHT (LBS) 245
ETHNICITY White	GENDER Male	HEIGHT (INCHES) 5'7"
RACE Hispanic		
PLACE OF BIRTH New York, NY		DATE OF BIRTH [REDACTED]

Establishment Information (If owner, officer or board member)

ESTABLISHMENT NAME Red Earth, LLC	ESTABLISHMENT CODE C012
CERTIFICATE 7961468329791117339	ESTABLISHMENT TYPE Cultivation

Reason Fingerprinted

MNU (Account #): 152108 ORI: NV0131700

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 A-1 Fingerprinting Services 2048 N. Las Vegas Blvd. North Las Vegas, NV 89030	
FINGERPRINT REPRESENTATIVE SIGNATURE 	
TC#	11111111111111111111
DATE	September 6, 2018





Nevada Marijuana Enforcement Division

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

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Applicant

NAME (FIRST MIDDLE LAST) <i>Andy Zhang</i>		SOCIAL SECURITY NUMBER (optional)
PHYSICAL ADDRESS LINE 1 (ADDRESS ON-GOVERNMENT ID) [REDACTED]		CITIZENSHIP <i>United States</i>
PHYSICAL ADDRESS LINE 2 [REDACTED]		MOBILE PHONE NUMBER [REDACTED]
PHYSICAL CITY, STATE, ZIP CODE (TOWN, CITY, PROVINCE, POSTAL CODE) [REDACTED]		HOME PHONE NUMBER [REDACTED]
EYE COLOR <i>Brown</i>	HAIR COLOR <i>Black</i>	WEIGHT (LBS) <i>165</i>
ETHNICITY <i>Non-Hispanic</i>	GENDER <i>Male</i>	HEIGHT (INCHES) <i>67</i>
RACE <i>Asian</i>		
PLACE OF BIRTH <i>New York City, NY</i>		DATE OF BIRTH [REDACTED]

Establishment Information (If owner, officer or board member)

ESTABLISHMENT NAME <i>Red Earth LLC</i>	ESTABLISHMENT CODE <i>2012</i>
CERTIFICATE <i>796146832979117339</i>	ESTABLISHMENT TYPE <i>Cultivation</i>

Reason Fingerprinted

MNU (Account #): 152108 ORI: NV0131700

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 Pros Inc 2620 S Maryland Pkwy Ste 17 Las Vegas NV 89109 702-734-2665
FINGERPRINT REPRESENTATIVE SIGNATURE <i>[Signature]</i>
TCN# <i>NVPS44304202BA</i>
DATE <i>AUG 29 2010</i>





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) <i>Andy Zhang</i>		SOCIAL SECURITY NUMBER (optional)
PHYSICAL ADDRESS LINE 1 (ADDRESS ON GOVERNMENT ID) [REDACTED]		CITIZENSHIP <i>United States</i>
PHYSICAL ADDRESS LINE 2 [REDACTED]		MOBILE PHONE NUMBER [REDACTED]
PHYSICAL CITY, STATE, ZIP CODE (TOWN, CITY, COUNTY, STATE, ZIP CODE) [REDACTED]		HOME PHONE NUMBER [REDACTED]
EYE COLOR <i>Brown</i>	HAIR COLOR <i>Black</i>	WEIGHT (LBS) <i>165</i>
ETHNICITY <i>Non-Hispanic</i>	GENDER <i>Male</i>	HEIGHT (INCHES) <i>67</i>
RACE <i>Asian</i>		
PLACE OF BIRTH <i>New York City, NY</i>		DATE OF BIRTH [REDACTED]

Establishment Information (If owner, officer or board member)

ESTABLISHMENT NAME <i>Red Earth LLC</i>	ESTABLISHMENT CODE <i>C012</i>
CERTIFICATE <i>796146832929117339</i>	ESTABLISHMENT TYPE <i>Cultivation</i>

Reason Fingerprinted

MNU (Account #): 152108 ORI: NV0131700

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 Pros Inc 2620 S Maryland Pkwy Ste 17 Las Vegas NV 89109 702-734-2605 FINGERPRINT REPRESENTATIVE SIGNATURE <i>[Signature]</i> TCN# <i>NVPS4AB0420914</i> DATE <i>AUG 29 2019</i>





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) David, R. Radcliffe		SOCIAL SECURITY NUMBER (optional) [REDACTED]	
PHYSICAL ADDRESS LINE 1 (ADDRESS ON GOVERNMENT ID) [REDACTED]		CITIZENSHIP [REDACTED]	
PHYSICAL ADDRESS LINE 2 [REDACTED]		MOBILE PHONE NUMBER [REDACTED]	
PHYSICAL CITY, STATE, ZIP CODE (TOWN, CITY, PROVINCE, POSTAL CODE) [REDACTED]		HOME PHONE NUMBER [REDACTED]	
ETHNICITY Green	GENDER Brown	WEIGHT (LBS) 5'10	209
RACE white	Male	HEIGHT (INCHES) 5'10	
PLACE OF BIRTH PENSACOLA, Florida		DATE OF BIRTH [REDACTED]	

Establishment Information (If owner, officer or board member)

ESTABLISHMENT NAME Red Earth, LLC	ESTABLISHMENT CODE C012
CERTIFICATE 746146832979 1117339	ESTABLISHMENT TYPE Cultivation

Reason Fingerprinted

MNU (Account #): 152108 ORI: NV0131700

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 Pros Inc 2620 S Maryland Pkwy Ste 17 Las Vegas NV 89109 702-734-2665 LVEPPROSGO@GMAIL.COM	
FINGERPRINT REPRESENTATIVE SIGNATURE [Signature]	
TCN# NVPSDA0076171A	DATE SEP 11 2018





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) David R. Radcliffe		SOCIAL SECURITY NUMBER (optional) [REDACTED]	
PHYSICAL ADDRESS LINE 1 (ADDRESS ON GOVERNMENT ID) [REDACTED]		CITIZENSHIP [REDACTED]	
PHYSICAL ADDRESS LINE 2 (ADDRESS ON GOVERNMENT ID) [REDACTED]		MOBILE PHONE NUMBER [REDACTED]	
PHYSICAL CITY, STATE, ZIP CODE (TOWN, CITY, PROVINCE, POSTAL CODE) [REDACTED]		HOME PHONE NUMBER [REDACTED]	
EYE COLOR Green	HAIR COLOR Brown	WEIGHT (LBS) 209	
ETHNICITY white	GENDER Male	HEIGHT (INCHES) 5'10	
RACE white			
PLACE OF BIRTH PENSACOLA, Florida		DATE OF BIRTH [REDACTED]	

■ Establishment Information (If owner, officer or board member)

ESTABLISHMENT NAME Red Earth, LLC	ESTABLISHMENT CODE C012
CERTIFICATE 746146832979 1117339	ESTABLISHMENT TYPE Cultivation

■ Reason Fingerprinted

MNU (Account #): 152108 ORI: NV0131700

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 2620 S Maryland Pkwy Ste 17 Las Vegas NV 89109 702-734-2665 LVFPFPROS@GMAIL.COM	
FINGERPRINT REPRESENTATIVE SIGNATURE [Signature]	
TCN# 11P54A-301235A	DATE SEP 11 2018





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) Sabrina R C Mahmud		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, ZIP CODE (TOWN, CITY, PROVINCE, POSTAL CODE) [REDACTED]		HOME PHONE NUMBER [REDACTED]
EYE COLOR green	HAIR COLOR Brown	WEIGHT (LBS) 115
ETHNICITY Non-Hispanic	GENDER Female	HEIGHT (INCHES) 63
RACE Native American		
PLACE OF BIRTH California		DATE OF BIRTH [REDACTED]

■ Establishment Information (If owner, officer or board member)

ESTABLISHMENT NAME Red Earth LLC	ESTABLISHMENT CODE C012
CERTIFICATE 796146832979 117339	ESTABLISHMENT TYPE Cultivation

■ Reason Fingerprinted

MNU (Account #): 152108 ORI: NV0131700

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 Pros Inc 2620 S Maryland Pkwy Ste 17 Las Vegas NV 89109 702-734-2665 1VEPPROSC@GMAIL.COM	
FINGERPRINT REPRESENTATIVE SIGNATURE [Signature]	
TCN# NVTSA0083200A	DATE SEP 11 2018





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) Sabrina R C Mahmud		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 [REDACTED]
EYE COLOR green	HAIR COLOR Brown	WEIGHT (LBS) 115
ETHNICITY Non-hispanic	GENDER Female	HEIGHT (INCHES) 63
RACE Native American		
PLACE OF BIRTH California		DATE OF BIRTH [REDACTED]

■ Establishment Information (If owner, officer or board member)

ESTABLISHMENT NAME Red Earth LLC	ESTABLISHMENT CODE C012
CERTIFICATE 796146832979117339	ESTABLISHMENT TYPE Cultivation

■ Reason Fingerprinted

MNU (Account #): 152108 ORI: NV0131700

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 Pros Inc
2620 S Maryland Pkwy Ste 17
Las Vegas NV 89109
702-734-2665
LVFPPROS@GMAIL.COM

FINGERPRINT REPRESENTATIVE SIGNATURE

[Signature]

TCN#

WPS4A3047350A

DATE

SEP 11 2018





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) Catherine Boutsikakis		SOCIAL SECURITY NUMBER (optional)
PHYSICAL ADDRESS LINE 1 (ADDRESS ON GOVERNMENT ID) [REDACTED]		CITIZENSHIP U.S.A.
PHYSICAL ADDRESS LINE 2 [REDACTED]		MOBILE PHONE NUMBER [REDACTED]
PHYSICAL CITY, STATE ZIP CODE (TOWN, CITY, PROVINCE, POSTAL CODE) [REDACTED]		HOME PHONE NUMBER [REDACTED]
EYE COLOR Brown	HAIR COLOR Brown	WEIGHT (LBS) 130
ETHNICITY American	GENDER Female Female	HEIGHT (INCHES) 64"
RACE White		
PLACE OF BIRTH Brooklyn, N.Y., U.S.A.		DATE OF BIRTH [REDACTED]

Establishment Information (If owner, officer or board member)

ESTABLISHMENT NAME Red Earth LLC	ESTABLISHMENT CODE C012
CERTIFICATE 796146832979117839	ESTABLISHMENT TYPE cultivation

Reason Fingerprinted

MNU (Account #): 152108 ORI: NV0131700

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 Pros Inc 2620 S Maryland Pkwy Ste 17 Las Vegas NV 89109 702-734-3553	
FINGERPRINT REPRESENTATIVE SIGNATURE [Signature]	
TCN# NVS44304237BA	DATE SEP 13 2018





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) <i>Catherine Boutsikakis</i>		SOCIAL SECURITY NUMBER (optional)
PHYSICAL ADDRESS LINE 1 (ADDRESS ON GOVERNMENT ID) [REDACTED]		CITIZENSHIP <i>U.S.A.</i>
PHYSICAL ADDRESS LINE 2 [REDACTED]		MOBILE PHONE NUMBER [REDACTED]
PHYSICAL CITY, STATE ZIP CODE (TOWN, CITY, PROVINCE, POSTAL CODE) [REDACTED]		HOME PHONE NUMBER [REDACTED]
EYE COLOR <i>Brown</i>	HAIR COLOR <i>Brown</i>	WEIGHT (LBS) <i>130</i>
ETHNICITY <i>American</i>	GENDER <i>Female</i>	HEIGHT (INCHES) <i>64"</i>
RACE <i>White</i>		
PLACE OF BIRTH <i>Brooklyn, N.Y., U.S.A.</i>		DATE OF BIRTH [REDACTED]

Establishment Information (If owner, officer or board member)

ESTABLISHMENT NAME <i>Red Earth LLC</i>	ESTABLISHMENT CODE <i>C012</i>
CERTIFICATE <i>7961468329791117839</i>	ESTABLISHMENT TYPE <i>cultivation</i>

Reason Fingerprinted

MNU (Account #): 152108 ORI: NV0131700

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
2620 S Maryland Pkwy Ste 17
Las Vegas NV 89109
702-734-2635
LVFPFROS@GMAIL.COM

FINGERPRINT REPRESENTATIVE SIGNATURE
[Signature]

TCN#

NVPS43042374A

DATE

SEP 13 2010



5.2.11. **Tab XI**– Financial plan - 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.

5.2.11.2. If the applicant is relying on funds from an owner, officer, board member or any other source, evidence that such person has unconditionally committed such funds to the use of the applicant in the event the Department awards a recreational marijuana establishment license to the applicant.

5.2.11.3. Proof that the applicant has adequate funds to cover all expenses and costs of the first year of operation.

Attachment E - Proposed Establishment Property Address

Attachment I - Facility Jurisdiction Form

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

HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY

0010-00131
SA001769



Wells Fargo Prime Checking

Activity summary



Balance on 8/31

\$256,702.99

Account number:

PARIS BALAOURAS

Wells Fargo Bank, N.A. (Member FDIC)

CALIFORNIA *Account terms and conditions apply*

Questions about your account: 1-800-742-4932

Worksheet to balance your account and General
Statement Policies can be found towards the
end of this statement.

5.2.II.2. If the applicant is relying on funds from an owner, officer, board member or any other source, evidence that such person has unconditionally committed such funds to the use of the applicant in the event the Department awards a recreational marijuana establishment license to the applicant.

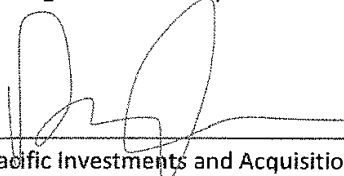
HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY

0010-00133
SA001771

UNCONDITIONED CAPITAL COMMITMENT AGREEMENT (Short-Form)

This Short-Form Unconditioned Capital Commitment Agreement memorializes the general terms of the long-form unconditioned capital loan agreement ("Agreement") by and between Red Earth, LLC, [REDACTED]

[REDACTED] ("Company") and Pacific Investments and Acquisition, LLC, whose address is 6465 South 3000 East, Suite 101, Salt Lake City, UT 84121 ("Creditor"). The Creditor hereby agrees to unconditionally lend Company up to ten million US Dollars (\$10,000,000), representing the required capital to finance the commencement of a new recreational retail marijuana store operations of Company, including but not limited to covering all construction, renovation and build-out expenses and on-going operational losses and expenses until Company becomes profitable in its operation of a recreational retail marijuana store, as such term is defined under Nevada law and regulations, in the State of Nevada, within a reasonable amount of time after the award of a conditional recreational retail marijuana store license from the Nevada Department of Taxation (the "Department"). This Agreement shall terminate if Company does not receive notice of a conditional recreational retail marijuana store license from the Department as part of the Department's July-September 2018 recreational retail marijuana store license application process, which such notice is expected no later than December 5, 2018. However, if Company does receive notice of award of a conditional recreational retail marijuana store license from the Department, then the Creditor's capital commitment hereunder shall then become immediately available to Company and shall become subject to Company control. If commercially necessary, Creditor will take all reasonable efforts to lend additional sums to Company under substantially similar terms as this Agreement to ensure the Company's financial health and long-term operational viability. Notwithstanding the above, Creditor reserves the right to review the terms and conditions of potential award and accept or reject same. Creditor may unilaterally terminate pending loan or modify terms and conditions of loan and said loan may be unconditionally changed by Creditor. Company will notify Creditor within twenty-four (24) hours of the Department's notice of its award or denial of the subject license. The undersigned hereby attests that he understands and acknowledges the terms of this Agreement and agrees to abide by the terms thereof.



Pacific Investments and Acquisition, LLC
By: Douglas K. Anderson, Manager

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

0010-00134
SA001772

SHORT-FORM UNCONDITIONED CAPITAL COMMITMENT AGREEMENT

This Short-Form Unconditioned Capital Commitment Agreement memorializes the general terms of the long-form unconditioned capital loan agreement ("Agreement") by and between Red Earth LLC, whose address is [REDACTED] ("Company") and Prescott Management LLC, whose address is 3275 South Jones Blvd, Suite 104, Las Vegas, NV 89146 ("Creditor").

The Creditor hereby agrees to unconditionally lend Company up to One Million Two Hundred Eighteen Thousand Five Hundred and Twenty One US Dollars (\$1,218,521.00), representing the required capital to finance the commencement of new recreational retail marijuana store operations of Company, including but not limited to covering all construction, renovation and build-out expenses and on-going operational losses and expenses until Company becomes profitable in its operation of a recreational retail marijuana store, as such term is defined under Nevada law and regulations, in the State of Nevada, within a reasonable amount of time after the award of a conditional recreational retail marijuana store license from the Nevada Department of Taxation (the "Department").

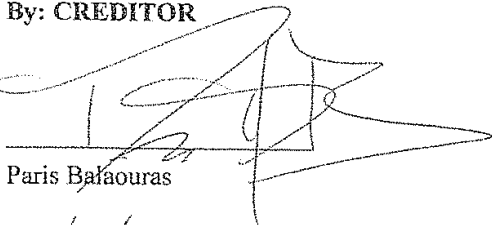
This Agreement shall terminate if Company does not receive notice of a conditional recreational retail marijuana store license from the Department as part of the Department's July-September 2018 recreational retail marijuana store license application process, which such notice is expected no later than December 5, 2018. However, if Company does receive notice of award of a conditional recreational retail marijuana store license from the Department, then the Creditor's capital commitment hereunder shall then become immediately available to Company and shall become subject to Company's control.

If commercially necessary, Creditor will take all reasonable efforts to lend additional sums to Company under substantially similar terms as this Agreement to ensure the company's financial health and long-term operational viability.

Company will notify Creditor within twenty-four (24) hours of the Department's notice of its award or denial of the subject license.

The undersigned hereby attests that he understands and acknowledges the terms of this Agreement and agrees to abide by the terms thereof.

By: CREDITOR



Paris Bafaouras

9/19/18
Date

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

0010-00135
SA001773

SHORT-FORM UNCONDITIONED CAPITAL COMMITMENT AGREEMENT

This Short-Form Unconditioned Capital Commitment Agreement memorializes the general terms of the long-form unconditioned capital loan agreement ("Agreement") between Red Earth LLC, whose address is [REDACTED] ("Company") and Paris Balaouras, whose address is [REDACTED] ("Creditor").

The Creditor hereby agrees to unconditionally lend Company up to two hundred thirty five thousand three hundred and four US Dollars (\$235,304.00), representing the required capital to finance the commencement of new recreational retail marijuana store operations of Company, including but not limited to covering all construction, renovation and build-out expenses and ongoing operational losses and expenses until Company becomes profitable in its operation of a recreational retail marijuana store, as such term is defined under Nevada law and regulations, in the State of Nevada, within a reasonable amount of time after the award of a conditional recreational retail marijuana store license from the Nevada Department of Taxation (the "Department").

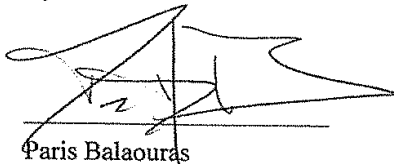
This Agreement shall terminate if Company does not receive notice of a conditional recreational retail marijuana store license from the Department as part of the Department's July-September 2018 recreational retail marijuana store license application process, which such notice is expected no later than December 5, 2018. However, if Company does receive notice of award of a conditional recreational retail marijuana store license from the Department, then the Creditor's capital commitment hereunder shall then become immediately available to Company and shall become subject to Company's control.

If commercially necessary, Creditor will take all reasonable efforts to lend additional sums to Company under substantially similar terms as this Agreement to ensure the company's financial health and long-term operational viability.

Company will notify Creditor within twenty-four (24) hours of the Department's notice of its award or denial of the subject license.

The undersigned hereby attests that he understands and acknowledges the terms of this Agreement and agrees to abide by the terms thereof.

By: CREDITOR



Paris Balaouras

9/14/18

Date

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

0010-00136
SA001774

SHORT-FORM UNCONDITIONED CAPITAL COMMITMENT AGREEMENT

This Short-Form Unconditioned Capital Commitment Agreement memorializes the general terms of the long-form unconditioned capital loan agreement ("Agreement") by and between Red Earth LLC, whose address is [REDACTED] ("Company") and Icon Management LLC, whose address is 3275 South Jones Blvd, Suite 104, Las Vegas, NV 89146 ("Creditor").

The Creditor hereby agrees to unconditionally lend Company up to Seventy Eight Thousand Twenty US Dollars (\$78,020.00), representing the required capital to finance the commencement of new recreational retail marijuana store operations of Company, including but not limited to covering all construction, renovation and build-out expenses and on-going operational losses and expenses until Company becomes profitable in its operation of a recreational retail marijuana store, as such term is defined under Nevada law and regulations, in the State of Nevada, within a reasonable amount of time after the award of a conditional recreational retail marijuana store license from the Nevada Department of Taxation (the "Department").

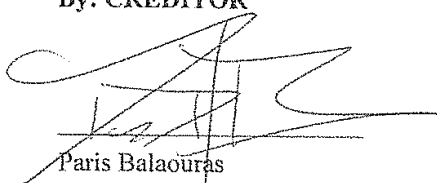
This Agreement shall terminate if Company does not receive notice of a conditional recreational retail marijuana store license from the Department as part of the Department's July-September 2018 recreational retail marijuana store license application process, which such notice is expected no later than December 5, 2018. However, if Company does receive notice of award of a conditional recreational retail marijuana store license from the Department, then the Creditor's capital commitment hereunder shall then become immediately available to Company and shall become subject to Company's control.

If commercially necessary, Creditor will take all reasonable efforts to lend additional sums to Company under substantially similar terms as this Agreement to ensure the company's financial health and long-term operational viability.

Company will notify Creditor within twenty-four (24) hours of the Department's notice of its award or denial of the subject license.

The undersigned hereby attests that he understands and acknowledges the terms of this Agreement and agrees to abide by the terms thereof.

By: CREDITOR


Paris Balaouras

9/14/18
Date

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

0010-00137
SA001775

5.2.11.3. Proof that the applicant has adequate funds to cover all expenses and costs of the first year of operation.

HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY

0010-00138
SA001776



Wells Fargo Prime Checking

Activity summary



Balance on 8/31

\$256,702.99

Account number: [REDACTED]

PARIS BALAOURAS

Wells Fargo Bank, N.A. (Member FDIC)

CALIFORNIA account terms and conditions apply

Questions about your account: 1-800-742-4932

Worksheet to balance your account and General
Statement Policies can be found towards the
end of this statement.



wellsfargo.com

09/19/2018

Spring Mountain & Jones
3555 S Jones Blvd
Las Vegas, NV 89103

Andreas Boutsikakis

Dear To Whom It May Concern:

This letter is verification that the Customer named above has the following deposit accounts with Wells Fargo.

Account Number	Date Opened	Current Balance*
	12/29/2017	1,218,521.83
	03/06/2017	78,020.42

*The Balance is the opening available balance as of the date of this letter but such balance does not include any uncollected items and/or amounts that have not yet been posted to such account as of the date hereof. The foregoing is not, and should not at any time or in any way be construed as a guaranty of future account balances.

This letter is strictly confidential and the information herein is solely for Customer's lawful use. This letter is given in good faith, without legal liability. Wells Fargo does not represent and warrant that this information is complete or accurate and any errors or omissions in the information shall not be a basis for a claim against Wells Fargo. Wells Fargo does not undertake or accept any duty, responsibility, liability or obligation that may arise from providing this letter and/or for any reliance being placed upon information in this letter or for any loss or damage that may result from reliance being placed upon it. Wells Fargo does not assume any duty or obligation to you or any other person or entity by providing this information and this information is subject to change without notice to you. Wells Fargo does not undertake any duty to update you in the event any deposit account relationship referenced above is, or is the process of being, modified, terminated or cancelled. By requesting and utilizing this information, you agree to indemnify, defend, and hold Wells Fargo harmless from and against any claim resulting from the disclosure and use of the information by you, or from the breach by you of any agreement, representation or warranty herein.

If you have any questions, please contact me at: 702-362-7657.

A representative will be happy to assist you, as follows:

Monday – Thursday: 9:00 AM - 5:00 PM Pacific

Friday: 9:00 AM - 6:00 PM Pacific

Saturday: 10:00 AM - 2:00 PM Pacific

Thank you. We appreciate your business.

Sincerely,

Juan Hernandez
Business Specialist
Wells Fargo Bank, N.A.

Together we'll go far



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WFC4136 (Rev. 03-04-17)

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

0010-00140
SA001778

Platinum Business Checking

Account number: [REDACTED] ■ August 1, 2018 - August 31, 2018 ■ Page 1 of 6



PRESCOTT MANAGEMENT L.L.C.
DBA TOP RANK
[REDACTED]

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted

1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833

En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (825)

P.O. Box 6995

Portland, OR 97228-6995

Your Business and Wells Fargo

Access complimentary resources and tools to help you create or revise your business plan - whether you're an experienced business owner or just starting out. Find out more at wellsfargoworks.com/plan.

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking
Online Statements
Business Bill Pay
Business Spending Report
Overdraft Protection



IMPORTANT ACCOUNT INFORMATION

In the "Available balance, posting order, and overdrafts" section of the Deposit Account Agreement under the question "How do we process (post) transactions to your account?", we are replacing the paragraph beginning with "Your available balance will be reduced by pending withdrawals" to include a new fee waiver, as follows:

Your available balance will be reduced by pending withdrawals, such as debit card transactions we have authorized and must pay when they are sent to us for payment. If your account has insufficient funds as reflected by your available balance, the bank may assess overdraft and/or non-sufficient funds (NSF) fees on transactions we pay or return during nightly processing. A pending transaction will typically remain pending until we receive it for payment from your account, but we must release the pending transaction hold after three business days for most transactions. These pending transactions may be sent to us for payment after they have dropped from your account, but we must pay them when we receive them for payment.

In some circumstances, previously-authorized transactions may be paid into overdraft if other transactions or fees have reduced your balance before the pending transactions are sent to us for payment. To minimize the number of overdraft fees in these circumstances, we track transactions that reduced your available balance while pending and caused overdraft fees on other transactions. If those transactions are presented for payment within 10 business days after they first appeared as pending, we will waive any overdraft fees on those transactions. In rare circumstances, the merchant presents transactions for payment with a different identification code than

(825)
Sheet Seq = 0039094
Sheet 00001 of 00003

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

0010-00141
SA001779

Account number: [REDACTED] ■ August 1, 2018 - August 31, 2018 ■ Page 2 of 6



[REDACTED]	
------------	--

Ending balance on 8/31

\$726,926.34

[REDACTED]

[REDACTED]	
------------	--

HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY

0010-00142
SA001780

Account number:



■ August 1, 2018 - August 31, 2018 ■ Page 3 of 6



Sheet Seq - 0039055
Sheet 00002 of 00003

HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY

0010-00143
SA001781

Account number:



■ August 1, 2018 - August 31, 2018 ■ Page 4 of 6



HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY

0010-00144
SA001782

Account number:



■ August 1, 2018 - August 31, 2018 ■ Page 5 of 6



Sheet Seq = 0035056
Sheet 00003 of 00003

HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY

0010-00145
SA001783



HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY

0010-00146
SA001784

Platinum Business Checking

Account number: [REDACTED] ■ August 1, 2018 - August 31, 2018 ■ Page 1 of 5



Questions?

Available by phone 24 hours a day, 7 days a week.

ICON MANAGEMENT L.L.C.



Sheet 00001 of 00003

HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY

0010-00147
SA001785

Account number:



■ August 1, 2018 - August 31, 2018 ■ Page 2 of 5



Activity summary



Ending balance on 8/31 \$235,304.76



A large rectangular area of the page is completely redacted with a solid dark red color, obscuring the main body of the financial statement.

Totals	\$350,134.00	\$181,902.29
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A rectangular area at the bottom of the page is redacted with a solid dark red color, obscuring the bottom portion of the financial statement.

Sheet Seq = 0074329
Sheet 00002 of 00003

HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY

0010-00149
SA001787



HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY

0010-00150
SA001788

Account number: [REDACTED]

■ August 1, 2018 - August 31, 2018 ■ Page 5 of 5



Sheet Seq = 0074330
Sheet 00003 of 00003

HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY

0010-00151
SA001789

Intraday Summary

Report Date: Jul 09, 2018 generated Jul 09, 2018 3:12 PM EDT

 Collapse All

Total Balances

Opening Ledger		Current Ledger (Real Time)	Current Available (Real Time)
\$10,716,665.29		\$10,714,116.84	\$10,714,116.84

Bank: Keybank National Association

Account Name	Account #	Opening Ledger	Total Credits	Total Debits	Holds	Uncollected	Current Ledger	Current Avail.
Private Capital Group Inc		\$7,878,681.28					\$7,878,681.28	\$7,878,681.28
Reef-Pcg LLC 5852		\$2,837,984.01					\$2,835,435.56	\$2,835,435.56
Bank Totals:		\$10,716,665.29					\$10,714,116.84	\$10,714,116.84

HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY

0010-00152
SA001790

DISPENSARY BUDGET PLAN

CATEGORY	DESC	QTY	UNIT	COST	SUB TTL	TOTAL
Engineering & Architecture-	Civil Engineering	1	LS	1,500.00	1,500.000	
	Architectural Design	1	LS	2,000.00	2,000.000	
						3,500.00
Permits & Fees-	Permits	1	LS	2,500.00	2,500.000	
						2,500.00
Direct Labor-	Direct Labor / Equipment	300	MH	22.00	6,600.000	
	Project Management	1	MO	4,000.00	4,000.000	
						10,600.00
General Conditions-	Telephone	1	MO	200.00	200.000	
	Const. Progress Doc	1	MO	200.00	200.000	
	Printing (inc. all reimbursables)	1	LS	400.00	400.000	
						800.00
Construction Facilities-	Safety	1	MO	400.00	400.000	
	Port-O-Lets	1	MO	350.00	350.000	
						750.00
Clean Up-	Final Clean	3,000	SF	0.20	600.000	
	Temporary Labor	24	mth	25.00	600.000	
	Dumpsters	2	EA	525.00	1,050.000	
						2,250.00

General Construction Cost 20,400.000

DIVISION 16 - ELECTRICAL-	Electrical Service, Distribution, Controls and Lighting - Dispensary	1	sum	10,000.00	10,000.000	
	Electrical Misc	1	sum	15,000.00	15,000.000	
	Total Elec. Utility Services					25,000.00
DIVISION 16 - ELECTRICAL-	Data Circuits	1	sum	4,000.00	4,000.000	
	Low Voltage - Security Cameras	40	sum	100.00	4,000.000	
	Total Data Circuits					8,000.00

General Electrical Cost 33,000.000

DIVISION 15 - MECHANICAL-	HVAC/Air Conditioning	1	each	15,000.00	15,000.000	
	Lighting	50	each	100.00	5,000.000	
	Fire Service	1	each	4,000.00	4,000.000	
						24,000.00
DIVISION 15 - PLUMBING-	Restrooms	2	each	4,000.00	8,000.000	
	Plumbing	1	sum	15,000.00	15,000.000	
						23,000.00

General Plumbing/Mechanical Cost 47,000.000

Dispensary (Rooms & Offices)-	Office (printer, desk, supply, computer, etc.)	1	each	1,500.00	1,500.000	
	Storage Room (storage bins, shelf, etc.)	1	each	2,000.00	2,000.000	
	Dispensary (Shelves, Display Case, Cash Register, etc.)	1	each	10,000.00	10,000.000	
	Vault	1	each	5,000.00	5,000.000	
	PDS (Point of sale system for year)	1	each	3,000.00	3,000.000	
	Front Entry (ID Verification System, Computer, etc.)	1	sum	1,500.00	1,500.000	
						23,000.00

General Dispensary (Office & Room) Cost 23,000.000

CONSTRUCTION/REMODELING SUB TOTAL

123,400.00

OPERATING PLAN

CATEGORY	DESC	QTY	UNIT	COST	SUB TTL	TOTAL
Labor	Manager	1	yr	65,000.00	65,000.000	
	Budgetenders	4	yr	35,000.00	140,000.000	
	Cashiers	2	yr	30,000.00	60,000.000	
	Security Guard	3	yr	40,000.00	120,000.000	
	Inventory Manager	1	yr	55,000.00	55,000.000	
	General Manager	1	yr	80,000.00	80,000.000	
						520,000.00

LABOR SUB TOTAL

520,000.000

*Some board members that hold managing positions will not receive any salary and is only paid a certain percentage of the profit share from the dispensaries net profit.

MONTHLY EXPENSES

CATEGORY	DESC	QTY	UNIT	COST	SUB TTL	TOTAL
Advertisement	Internet/Billboard/Etc. (Budget per month)	12	mo	3,000.00	36,000.000	
						36,000.00
Utilities	Electricity, natural gas, water, sewage, telephone, Etc.	12	mo	1,000.00	12,000.000	
						12,000.00
Insurance	Liability, Workmen Comp, etc.	12	mo	3,000.00	36,000.000	
						36,000.00
Security	Alarm system/monitoring	12	mo	250.00	3,000.000	
						3,000.00

MONTHLY EXPENSES

87,000.000

TOTAL ESTIMATE

730,400.00

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

0010-00153
SA001791



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

STATE OF NEVADA
DEPARTMENT OF TAXATION

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Carson City, Nevada 89706-7937
Phone: (775) 684-2000 Fax: (775) 684-2020

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

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Building L, Suite 235
Reno, Nevada 89502
Phone: (775) 687-9899
Fax: (775) 688-1303

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

ATTACHMENT E
PROPOSED ESTABLISHMENT PROPERTY ADDRESS

<i>To be completed by the applicant for the physical address of the proposed marijuana establishment if the applicant owns property or has secured a lease or other property agreement.</i>			
Name of Individual or Entity Applying for a Marijuana Establishment License: Red Earth, LLC			
Physical Address of Proposed Marijuana Establishment (must be a Nevada address, not a P.O. Box): [REDACTED]			
City:	County:	State:	Zip Code:
[REDACTED]			
Legal Description of the Property: CENTENNIAL GATEWAY PLAT BOOK 124 PAGE 44 PT LOT 1 BLOCK 1 Subdivision CENTENNIAL GATEWAY Neighborhood Timberlake Acreage 16.79 Property class Regional Shopping Center (350) Zoning Unlock Report Buildings on lot 8 Square footage 55,150 (entire complex) rent space approx 1,900 sq ft Year built 2009 Stories 1			



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

STATE OF NEVADA
DEPARTMENT OF TAXATION

Web Site: <https://tax.nv.gov>

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Reno, Nevada 89502
Phone: (775) 687-9999
Fax: (775) 688-1303

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Name of Individual or Entity Applying for a Marijuana Establishment License:

Red Earth, LLC

Physical Address of Proposed Marijuana Establishment (must be a Nevada address, not a P.O. Box):

[REDACTED]

City:

County:

State:

Zip Code:

[REDACTED]

Legal Description of the Property:

COMMERCIAL CENTER LOT 23 UNIT B F11-84. Built in 1966.
Parcel ID: 16210510017, 2,855 sq ft.

9/20/2018

MJ Holdings, Inc Mail - Fwd: Sahara Commercial Center 953 East Sahara Boulevard, Las Vegas Clark County



Sabrina Mahmud [REDACTED]

**Fwd: Sahara Commercial Center
County**

4 messages

Jay Matos [REDACTED]

Tue, Sep 18, 2018 at 1:57 PM

To: Sabrina Mahmud [REDACTED]

----- Forwarded message -----

From: Mark Kaufman <[REDACTED]>

Date: Tue, Sep 18, 2018 at 1:56 PM

Subject: Sahara Commercial Center [REDACTED]

To: Jay Matos [REDACTED]

Jay,

I as the managing member of Sahara Kaufman, LLC, et al, I hereby approve the property located at [REDACTED] can be leased and used for a marijuana dispensary.

If you have any questions, please do not hesitate to contact me.

Sincerely,
Mark Kaufman

Mark Kaufman
Mark Kaufman Properties Management Services, LLC
805 496 4336 x205
805 496 4366 fax

This email has been checked for viruses by AVG.
<https://www.avg.com>

--
Thank you,
Jay Matos
[REDACTED]

CONFIDENTIAL: The information in this e-mail and in any attachment may contain information which is legally privileged. It is intended only for the attention and use of the named recipient. If you are not the intended recipient, you are not authorized to retain, disclose, copy or distribute the message and/or any of its attachments. If you received this e-mail in error, please notify me and delete this message. Thank-you.

Sabrina Mahmud [REDACTED]

Tue, Sep 18, 2018 at 3:09 PM

To: markk [REDACTED]

Cc: Jay Matos [REDACTED]

Hi Mark,

https://mail.google.com/mail/u/1/?ui=2&ik=4548ad21d7&jsver=HaWAIj9wtf4.en.&cbl=gmail_fe_180911.11_p4&view=pt&q=matosjay%40gmail.com&qs... 1/3

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

0010-00156
SA001794



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JAMES DEVOLLO
Chair, Nevada Tax Commission
WILLIAM D. ANDERSON
Executive Director

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DEPARTMENT OF TAXATION

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To be completed by the applicant for the physical address of the proposed marijuana establishment if the applicant owns property or has secured a lease or other property agreement.

Name of Individual or Entity Applying for a Marijuana Establishment License:

Red Earth, LLC

Physical Address of Proposed Marijuana Establishment (must be a Nevada address, not a P.O. Box):

[REDACTED]

City:

County:

State:

Zip Code:

[REDACTED]

Legal Description of the Property:

Boulder Market Place, Phat book 42, Page 53, Lot 3, Block 1. Neighborhood: Valley View, Acreage 1.27, Square footage: 7,373 (700-750 South Boulder Highway, entire building), 1 story, Parcel ID: 17917412001

9/20/2018

MJ Holdings, Inc Mail - Fwd: boulder highway dispensary approval



Sabrina Mahmud [REDACTED]

Fwd: boulder highway dispensary approval

1 message

Jay Matos [REDACTED]

Tue, Sep 18, 2018 at 1:57 PM

To: Sabrina Mahmud [REDACTED]

----- Forwarded message -----

From: **Mark Kaufman** [REDACTED]

Date: Tue, Sep 18, 2018 at 1:54 PM

Subject: boulder highway dispensary approval

To: Jay Matos [REDACTED]

Jay,

I as the managing member of Kaufman Boulder Marketplace, LLC, I hereby approve the property located at [REDACTED]
[REDACTED] can be leased and used for a marijuana dispensary.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Mark Kaufman

Mark Kaufman

Mark Kaufman Properties Management Services, LLC

905-400-1000, 905-

This email has been checked for viruses by AVG.
<https://www.avg.com>

Thank you,
Jay Matos

CONFIDENTIAL: The information in this e-mail and in any attachment may contain information which is legally privileged. It is intended only for the attention and use of the named recipient. If you are not the intended recipient, you are not authorized to retain, disclose, copy or distribute the message and/or any of its attachments. If you received this e-mail in error, please notify me and delete this message. Thank-you.

https://mail.google.com/mail/u/1/?ui=2&ik=4548ad21d7&jsver=HaWAij9wtf4.en.&cbl=gmail_fe_180911.11_p4&view=pt&q=matosjay%40gmail.com&qs... 1/1

HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY

0010-00158
SA001796



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

STATE OF NEVADA
DEPARTMENT OF TAXATION

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Name of Individual or Entity Applying for a Marijuana Establishment License:

Red Earth, LLC

Physical Address of Proposed Marijuana Establishment (must be a Nevada address, not a P.O. Box):

[REDACTED]

City:

County:

State:

Zip Code:

[REDACTED]

Legal Description of the Property:

Arrowhead Acres Tract Plat Book 1 Page 62 PT Lot 4 Block 26. Year Built 1957. Parcel ID 13924210177. Entire building is 5,043 square feet. suite is approx. 1,700sq ft.



BRIAN SANGUVAL
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WILLIAM D. ANDERSON
Executive Director

STATE OF NEVADA
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Name of Individual or Entity Applying for a Marijuana Establishment License:

Red Earth, LLC

Physical Address of Proposed Marijuana Establishment (must be a Nevada address, not a P.O. Box):

[REDACTED]

City:

County:

State:

Zip Code:

[REDACTED]

Legal Description of the Property:

Village of Incline, County of Washoe Suite 12, [REDACTED] Village Center Building 6.
Retail space approx. 2634 sq ft.



BRIAN SANDOVAL
Governor
JAMES DEVOLLD
Chair, Nevada Tax Commission
WILLIAM D. ANDERSON
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STATE OF NEVADA
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Phone: (775) 687-9999
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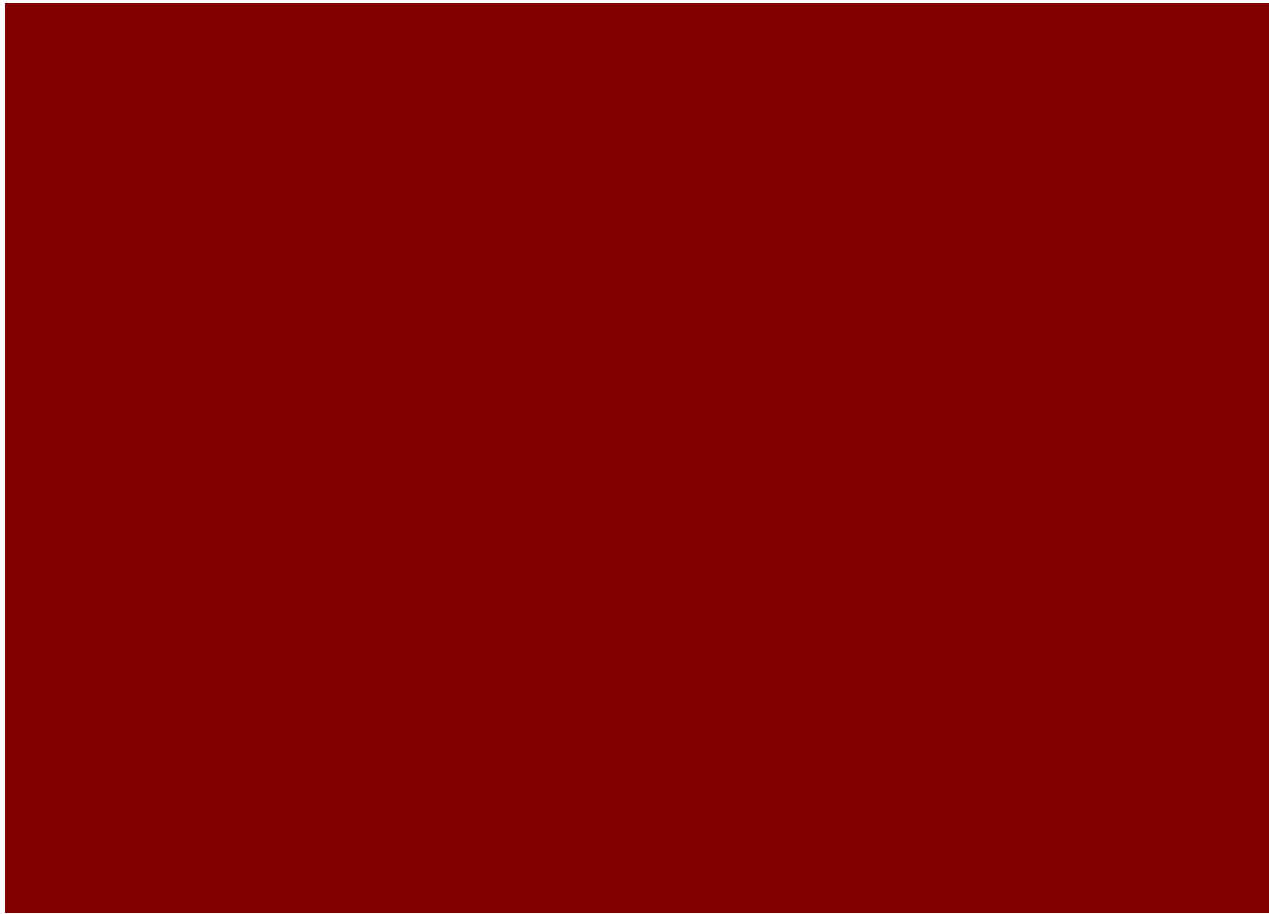
HENDERSON OFFICE
2550 Paseo Verde Parkway, Suite 180
Henderson, Nevada 89074
Phone: (702) 486-2300
Fax: (702) 486-3377

ATTACHMENT I
FACILITY JURISDICTION FORM

Mark the jurisdiction(s) and number of stores in each jurisdiction for which you are applying. Only one application is necessary for multiple jurisdictions and licenses, however, you must submit attachments "A" & "E" for each jurisdiction, location and the appropriate application fee for each of the jurisdictions/locality and number of licenses requested.

No applicant may be awarded more than 1 (one) retail store license in a jurisdiction/locality, unless there are less applicants than licenses allowed in the jurisdiction.

<i>Jurisdiction</i>	<i>Indicate Number of Licenses Requested</i>	<i>Jurisdiction</i>	<i>Indicate Number of Licenses Requested</i>
Unincorporated Clark County	1	Unincorporated Washoe County	1
City of Henderson	1	City of Reno	
City of Las Vegas	1	City of Sparks	
City of Mesquite		Lander County	
City of North Las Vegas	1	Lincoln County	
Carson City		Lyon County	
Churchill County		Mineral County	
Douglas County		Nye County	
Elko County		Pershing County	
Esmeralda County		Storey County	
Eureka County		White Pine County	
Humboldt County			



HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY

0010-00162
SA001800

HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY

0010-00163
SA001801



HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY

0010-00164
SA001802



HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY

0010-00165
SA001803



HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY

0010-00166
SA001804

HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY

0010-00167
SA001805

HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY

0010-00168
SA001806



HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY

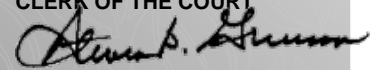
0010-00169
SA001807



HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY

0010-00170
SA001808

Electronically Filed
6/12/2020 8:07 PM
Steven D. Grierson
CLERK OF THE COURT



RECREATIONAL MARIJUANA ESTABLISHMENT LICENSE APPLICATION

RECREATIONAL
RETAIL MARIJUANA
STORE ONLY



THE GROVE
CANNABIS DISPENSARY

DOT-TGIG000001

Case Number: A-19-787004-B

0019-00001
SA001809



5.2

PART 1

GENERAL CRITERIA RESPONSE

DOT-TGIG000002

0019-00002
SA001810



5.2.1

PART 1

TITLE PAGE

DOT-TGIG000003

0019-00003
SA001811

Part I – Identified Criteria Response	
Application Title:	A Recreational Marijuana Establishment License
Applicant Name:	TGIG, LLC
Address:	4647 Swenson Street Las Vegas, NV 89119
Application Opening Date and Time:	September 7, 2018
Application Closing Date and Time:	September 20, 2018



5.2.2

PART 1

TABLE OF CONTENTS

DOT-TGIG000005

0019-00005
SA001813

TABLE OF CONTENTS	
5.2.1. Tab I – Title Page	
5.2.2. Tab II – Table of Contents	
5.2.3. Tab III – Applicant Information Sheet (Page 2)	
5.2.4. Tab IV – Recreational Marijuana Establishment License Application (Attachment A)	
5.2.5. Tab V – Multi-Establishment Limitations Form (Attachment F)	
5.2.6. Tab VI – Identifier Legend (Attachment H)	
5.2.7. Tab VII – Confirmation that the applicant has registered with the Secretary of State	
5.2.8. Tab VIII – Documentation of liquid assets	
5.2.8.1. That the applicant has at least \$250,000 in liquid assets which are unencumbered and can be converted within 30 days after a request to liquidate such assets; and	
5.2.8.2. The source of those liquid assets.	
5.2.9. Tab IX – Evidence of taxes paid; other beneficial financial contributions	
5.2.10. Tab X – Organizational structure and owner, officer or board member information	
5.2.10.1. An organizational chart showing all owners, officers and board members of the recreational marijuana establishment including percentage of ownership for each individual.	
5.2.10.2. An Owner, Officer and Board Member Attestation Form must be completed for each individual named in this application (Attachment B).	
5.2.10.3. The supplemental Owner, Officer and Board Member Information Form should be completed for each individual named in this application. This attachment must also include the diversity information required by R092-17, Sec.80.1(b) (Attachment C).	
5.2.10.4. A resume, including educational level achievements, for each owner, officer and board member must be completed for each individual named in this application.	
5.2.10.5. Narrative descriptions 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.	

TABLE OF CONTENTS

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).

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. Agent cards will not be accepted.

5.2.11. Tab XI – Financial Plan

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

5.2.11.2. If the applicant is relying on funds from an owner, officer, board member or any other source, evidence that such person has unconditionally committed such funds to the use of the applicant in the event the Department awards a recreational marijuana establishment license to the applicant.

5.2.11.3. Proof that the applicant has adequate funds to cover all expenses and costs of the first year of operation.

5.2.12. Tab XII – Name, Signage and Advertising Plan

5.2.13. Application Fee

5.2.13.1. Include with this packet the \$5,000.00 non-refundable application fee per NRS 453D.230(1). License fee is not required until a conditional license has been awarded.



5.2.3

PART 1

APPLICANT INFORMATION SHEET

DOT-TGIG000008

0019-00008
SA001816



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Chair, Nevada Tax Commission
WILLIAM D. ANDERSON
Executive Director

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APPLICANT INFORMATION

Provide all requested information in the space next to each numbered question. The information in Sections VI through V10 will be used for application questions and updates. Type or print responses. Include this applicant information sheet in Tab III of the Identified Criteria Response (Page 10).

V1	Company Name: TGIG, LLC
V2	Street Address: 4647 Swenson Street
V3	City, State, ZIP: Las Vegas, Nevada 89119
V4	Telephone: (702) 754 - 5000 ext: _____
V5	Email Address: [REDACTED]
V6	Toll Free Number: () N/A - _____ ext: _____
Contact person who will provide information, sign, or ensure actions are taken pursuant to R092-17 & NRS 453D	
V7	Name: [REDACTED]
	Title: Owner
	Street Address: [REDACTED]
	City, State, ZIP: Las Vegas, Nevada 89118
V8	Email Address: [REDACTED]
V9	Telephone number for contact person: [REDACTED] [REDACTED] [REDACTED] [REDACTED] ext: _____
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] 9-10-18



5.2.4

PART 1

**RECREATIONAL
MARIJUANA
ESTABLISHMENT
LICENSE
APPLICATION**

DOT-TGIG000010

0019-00010
SA001818



BRIAN SANDOVAL
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Chair, Nevada Tax Commission
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ATTACHMENT A
RECREATIONAL MARIJUANA ESTABLISHMENT APPLICATION

GENERAL INFORMATION

Type of Marijuana Establishment: <input checked="" type="checkbox"/> Recreational Retail Marijuana Store						
Marijuana Establishment's proposed physical address if the applicant owns property or has secured a lease or other property agreement (this must be a Nevada address and cannot be a P.O. Box).						
9030 W. Sahara Ave., #90						
City: Las Vegas	County: Clark	State: NV	Zip Code: 89117			
Proposed Hours of Operation :						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
24 Hours	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours

APPLYING ENTITY INFORMATION

Applying Entity's Name: TGIG, LLC		
Business Organization:	<input type="checkbox"/> Individual <input checked="" type="checkbox"/> LLC	<input type="checkbox"/> Corp. <input type="checkbox"/> Assoc. /Coop. <input type="checkbox"/> Partnership <input type="checkbox"/> Other specify:
Telephone #: (702) 754-5000	E-Mail Address: [REDACTED]	
State Business License #: NV20141232750	Expiration Date: April 30, 2019	
Mailing Address: [REDACTED]		
City: Henderson	State: NV	Zip Code: 89052

DESIGNEE INFORMATION

Name of individual designated to manage agent registration card applications on behalf of the establishment.

Last Name: Graham	First Name: Shara	MI: L.
-------------------	-------------------	--------

SUPPLEMENTAL REQUESTS

Does the applicant agree to allow the Nevada Department of Taxation (Department) to submit supplemental requests for information? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



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

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ATTACHMENT A (continued)

Recreational Marijuana Establishment Owner (OR), Officer (OF), Board Member (BM) Names

For each owner, officer and board member listed below, please fill out a corresponding Establishment Principal Officers and Board Members Information Form (Attachment C).

	MI:	OR	OF	BM
	M.	✓		
	MI:	OR	OF	BM
	W.	✓		
	MI:	OR	OF	BM
	R.	✓		
	MI:	OR	OF	BM
	P.	✓		
	MI:	OR	OF	BM
	S.	✓		
	MI:	OR	OF	BM
	J.	✓		
	MI:	OR	OF	BM
	M.	✓		
	MI:	OR	OF	BM
	A.	✓		
	MI:	OR	OF	BM
	E.	✓		
	MI:	OR	OF	BM
		✓		✓
	MI:	OR	OF	BM
	A.	✓		
	MI:	OR	OF	BM
	J.	✓		



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ATTACHMENT A (continued)

Recreational Marijuana Establishment Owner (OR), Officer (OF), Board Member (BM) Names

For each owner, officer and board member listed below, please fill out a corresponding Establishment Principal Officers and Board Members Information Form (Attachment C).

[Redacted area]



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2550 Paseo Verde Parkway, Suite 180
Henderson, Nevada 89074
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ATTACHMENT A (continued)

A marijuana agent identification card or recreational marijuana establishment license issued by the Nevada Department of Taxation (Department) pursuant to R092-17, Sec. 95 does not protect the applicant from legal action by federal authorities, including possible criminal prosecution for violations of federal law for the sale, manufacture, distribution, use, dispensing, possession, etc. of marijuana.

The acquisition, possession, cultivation, manufacturing, delivery, transfer, transportation, supplying, selling, distributing, or dispensing of "recreational" marijuana under state law is lawful only if done in strict compliance with the requirements of the State Medical & Recreational Marijuana Act(s) & Regulations (NAC- 453, NRS-453D, R092-17). Any failure to comply with these requirements may result in revocation of the marijuana agent identification card or Recreational Marijuana Establishment License issued by the Department.

The issuance of a license pursuant to section 80 of R092-17 of this regulation is conditional and not an approval to begin operations as a marijuana establishment until such time as all requirements in section 83 of R092-17 are completed and approved by the Department by means of a final inspection.

The State of Nevada, including but not limited to the employees of the Department, is not facilitating or participating in any way with my acquisition, possession, cultivation, manufacturing, delivery, transfer, transportation, supplying, selling, distributing, or dispensing of marijuana.

I attest that the information provided to the Department for this Recreational Marijuana Establishment License application is true and correct.

	Owner
	Title
	Date Signed
	9-10-18
Print Name	Title
Signature	Date Signed



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ATTACHMENT A
RECREATIONAL MARIJUANA ESTABLISHMENT APPLICATION

GENERAL INFORMATION

Type of Marijuana Establishment: <input checked="" type="checkbox"/> Recreational Retail Marijuana Store						
Marijuana Establishment's proposed physical address if the applicant owns property or has secured a lease or other property agreement (this must be a Nevada address and cannot be a P.O. Box).						
5130 S. Fort Apache Road, Suite 215-144						
City: Las Vegas	County: Clark	State: NV	Zip Code: 89148			
Proposed Hours of Operation :						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
24 Hours	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours

APPLYING ENTITY INFORMATION

Applying Entity's Name: TGIG, LLC	
Business Organization:	<input type="checkbox"/> Individual <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Corp. <input type="checkbox"/> Assoc. /Coop. <input type="checkbox"/> Partnership <input type="checkbox"/> Other specify:
Telephone #: (702) 754-5000	E-Mail Address: [REDACTED]
State Business License #: NV20141232750	Expiration Date: April 30, 2019
Mailing Address: [REDACTED]	
City: Henderson	State: NV Zip Code: 89052

DESIGNEE INFORMATION

Name of individual designated to manage agent registration card applications on behalf of the establishment.

[REDACTED]

SUPPLEMENTAL REQUESTS

Does the applicant agree to allow the Nevada Department of Taxation (Department) to submit supplemental requests for information? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



BRIAN SANDOVAL
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ATTACHMENT A (continued)

Recreational Marijuana Establishment Owner (OR), Officer (OF), Board Member (BM) Names

For each owner, officer and board member listed below, please fill out a corresponding Establishment Principal Officers and Board Members Information Form (Attachment C).

	MI:	OR	OF	BM
	M.	✓		
	MI:	OR	OF	BM
	W.	✓		
	MI:	OR	OF	BM
	R.	✓		
	MI:	OR	OF	BM
	P.	✓		
	MI:	OR	OF	BM
	S.	✓		
	MI:	OR	OF	BM
	J.	✓		
	MI:	OR	OF	BM
	M.	✓		
	MI:	OR	OF	BM
	A.	✓		
MI:	OR	OF	BM	
E.	✓			
MI:	OR	OF	BM	
	✓		✓	
MI:	OR	OF	BM	
A.	✓			
MI:	OR	OF	BM	
J.	✓			



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ATTACHMENT A (continued)

Recreational Marijuana Establishment Owner (OR), Officer (OF), Board Member (BM) Names

For each owner, officer and board member listed below, please fill out a corresponding Establishment Principal Officers and Board Members Information Form (Attachment C).

[Redacted area]



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ATTACHMENT A (continued)


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The acquisition, possession, cultivation, manufacturing, delivery, transfer, transportation, supplying, selling, distributing, or dispensing of "recreational" marijuana under state law is lawful only if done in strict compliance with the requirements of the State Medical & Recreational Marijuana Act(s) & Regulations (NAC- 453, NRS-453D, R092-17). Any failure to comply with these requirements may result in revocation of the marijuana agent identification card or Recreational Marijuana Establishment License issued by the Department.

The issuance of a license pursuant to section 80 of R092-17 of this regulation is conditional and not an approval to begin operations as a marijuana establishment until such time as all requirements in section 83 of R092-17 are completed and approved by the Department by means of a final inspection.

The State of Nevada, including but not limited to the employees of the Department, is not facilitating or participating in any way with my acquisition, possession, cultivation, manufacturing, delivery, transfer, transportation, supplying, selling, distributing, or dispensing of marijuana.

I attest that the information provided to the Department for this Recreational Marijuana Establishment License application is true and correct.

 Owner
Title
9-10-18
Date Signed

Print Name Title
Signature Date Signed



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ATTACHMENT A
RECREATIONAL MARIJUANA ESTABLISHMENT APPLICATION

GENERAL INFORMATION

Type of Marijuana Establishment: <input checked="" type="checkbox"/> Recreational Retail Marijuana Store						
Marijuana Establishment's proposed physical address if the applicant owns property or has secured a lease or other property agreement (this must be a Nevada address and cannot be a P.O. Box).						
6462 Losee Road, Suite 110 #20						
City: North Las Vegas	County: Clark	State: NV	Zip Code: 89086			
Proposed Hours of Operation :						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
24 Hours	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours

APPLYING ENTITY INFORMATION

Applying Entity's Name: TGIG, LLC		
Business Organization:	<input type="checkbox"/> Individual <input checked="" type="checkbox"/> LLC	<input type="checkbox"/> Corp. <input type="checkbox"/> Assoc. /Coop. <input type="checkbox"/> Partnership <input type="checkbox"/> Other specify:
Telephone #: (702) 754-5000	E-Mail Address: [REDACTED]	
State Business License #: NV20141232750	Expiration Date: April 30, 2019	
Mailing Address: [REDACTED]		
City: Henderson	State: NV	Zip Code: 89052

DESIGNEE INFORMATION

Name of individual designated to manage agent registration card applications on behalf of the establishment.

[REDACTED]

SUPPLEMENTAL REQUESTS

Does the applicant agree to allow the Nevada Department of Taxation (Department) to submit supplemental requests for information? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



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Fax: (702) 486-3377

ATTACHMENT A (continued)

Recreational Marijuana Establishment Owner (OR), Officer (OF), Board Member (BM) Names

For each owner, officer and board member listed below, please fill out a corresponding Establishment
Principal Officers and Board Members Information Form (Attachment C).

	MI:	OR	OF	BM
	M.	✓		
	MI:	OR	OF	BM
	W.	✓		
	MI:	OR	OF	BM
	R.	✓		
	MI:	OR	OF	BM
	P.	✓		
	MI:	OR	OF	BM
	S.	✓		
	MI:	OR	OF	BM
	J.	✓		
	MI:	OR	OF	BM
	M.	✓		
	MI:	OR	OF	BM
	A.	✓		
MI:	OR	OF	BM	
E.	✓			
MI:	OR	OF	BM	
	✓		✓	
MI:	OR	OF	BM	
A.	✓			
MI:	OR	OF	BM	
J.	✓			



BRIAN SANDOVAL
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Executive Director

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ATTACHMENT A (continued)

Recreational Marijuana Establishment Owner (OR), Officer (OF), Board Member (BM) Names

For each owner, officer and board member listed below, please fill out a corresponding Establishment Principal Officers and Board Members Information Form (Attachment C).

[Redacted area]



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ATTACHMENT A (continued)

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The acquisition, possession, cultivation, manufacturing, delivery, transfer, transportation, supplying, selling, distributing, or dispensing of "recreational" marijuana under state law is lawful only if done in strict compliance with the requirements of the State Medical & Recreational Marijuana Act(s) & Regulations (NAC- 453, NRS-453D, R092-17). Any failure to comply with these requirements may result in revocation of the marijuana agent identification card or Recreational Marijuana Establishment License issued by the Department.

The issuance of a license pursuant to section 80 of R092-17 of this regulation is conditional and not an approval to begin operations as a marijuana establishment until such time as all requirements in section 83 of R092-17 are completed and approved by the Department by means of a final inspection.

The State of Nevada, including but not limited to the employees of the Department, is not facilitating or participating in any way with my acquisition, possession, cultivation, manufacturing, delivery, transfer, transportation, supplying, selling, distributing, or dispensing of marijuana.

I attest that the information provided to the Department for this Recreational Marijuana Establishment License application is true and correct.

 Owner
Title
9-10-18
Date Signed

Print Name Title
Signature Date Signed



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ATTACHMENT A
RECREATIONAL MARIJUANA ESTABLISHMENT APPLICATION

GENERAL INFORMATION

Type of Marijuana Establishment: <input checked="" type="checkbox"/> Recreational Retail Marijuana Store						
Marijuana Establishment's proposed physical address if the applicant owns property or has secured a lease or other property agreement (this must be a Nevada address and cannot be a P.O. Box).						
150 S. Highway 160, Suite 8-255						
City: Pahrump	County: Nye	State: NV	Zip Code: 89048			
Proposed Hours of Operation :						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
24 Hours	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours

APPLYING ENTITY INFORMATION

Applying Entity's Name: TGIG, LLC		
Business Organization:	<input type="checkbox"/> Individual <input type="checkbox"/> Corp. <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Assoc. /Coop. <input type="checkbox"/> Other specify:	
Telephone #: (702) 754-5000	E-Mail Address: [REDACTED]	
State Business License #: NV20141232750	Expiration Date: April 30, 2019	
Mailing Address: [REDACTED]		
City: Henderson	State: NV	Zip Code: 89052

DESIGNEE INFORMATION

Name of individual designated to manage agent registration card applications on behalf of the establishment.

[REDACTED]

SUPPLEMENTAL REQUESTS

Does the applicant agree to allow the Nevada Department of Taxation (Department) to submit supplemental requests for information? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



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ATTACHMENT A (continued)

Recreational Marijuana Establishment Owner (OR), Officer (OF), Board Member (BM) Names

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	M.	✓		
	MI:	OR	OF	BM
	W.	✓		
	MI:	OR	OF	BM
	R.	✓		
	MI:	OR	OF	BM
	P.	✓		
	MI:	OR	OF	BM
	S.	✓		
	MI:	OR	OF	BM
	J.	✓		
	MI:	OR	OF	BM
	M.	✓		
	MI:	OR	OF	BM
	A.	✓		
MI:	OR	OF	BM	
E.	✓			
MI:	OR	OF	BM	
	✓		✓	
MI:	OR	OF	BM	
A.	✓			
MI:	OR	OF	BM	
J.	✓			



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ATTACHMENT A (continued)

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ATTACHMENT A (continued)


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I attest that the information provided to the Department for this Recreational Marijuana Establishment License application is true and correct.

 Owner
Title
9-10-18
Date Signed

Print Name Title
Signature Date Signed



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ATTACHMENT A
RECREATIONAL MARIJUANA ESTABLISHMENT APPLICATION

GENERAL INFORMATION

Type of Marijuana Establishment: <input checked="" type="checkbox"/> Recreational Retail Marijuana Store						
Marijuana Establishment's proposed physical address if the applicant owns property or has secured a lease or other property agreement (this must be a Nevada address and cannot be a P.O. Box).						
561 Keystone Avenue #257						
City: Reno	County: Washoe	State: NV	Zip Code: 89503			
Proposed Hours of Operation :						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
24 Hours	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours

APPLYING ENTITY INFORMATION

Applying Entity's Name: TGIG, LLC		
Business Organization:	<input type="checkbox"/> Individual <input checked="" type="checkbox"/> LLC	<input type="checkbox"/> Corp. <input type="checkbox"/> Assoc. /Coop. <input type="checkbox"/> Partnership <input type="checkbox"/> Other specify:
Telephone #: (702) 754-5000	E-Mail Address: [REDACTED]	
State Business License #: NV20141232750	Expiration Date: April 30, 2019	
Mailing Address: [REDACTED]		
City: Henderson	State: NV	Zip Code: 89052

DESIGNEE INFORMATION

Name of individual designated to manage agent registration card applications on behalf of the establishment.

[REDACTED]

SUPPLEMENTAL REQUESTS

Does the applicant agree to allow the Nevada Department of Taxation (Department) to submit supplemental requests for information? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



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ATTACHMENT A (continued)

Recreational Marijuana Establishment Owner (OR), Officer (OF), Board Member (BM) Names

For each owner, officer and board member listed below, please fill out a corresponding Establishment Principal Officers and Board Members Information Form (Attachment C).

	MI:	OR	OF	BM
	M.	✓		
	MI:	OR	OF	BM
	W.	✓		
	MI:	OR	OF	BM
	R.	✓		
	MI:	OR	OF	BM
	P.	✓		
	MI:	OR	OF	BM
	S.	✓		
	MI:	OR	OF	BM
	J.	✓		
	MI:	OR	OF	BM
	M.	✓		
	MI:	OR	OF	BM
	A.	✓		
MI:	OR	OF	BM	
E.	✓			
MI:	OR	OF	BM	
	✓		✓	
MI:	OR	OF	BM	
A.	✓			
MI:	OR	OF	BM	
J.	✓			



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ATTACHMENT A (continued)

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[Redacted area]



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ATTACHMENT A (continued)

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I attest that the information provided to the Department for this Recreational Marijuana Establishment License application is true and correct.

	Owner
	Title
	Date Signed
	9-10-18
Print Name	Title
Signature	Date Signed



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ATTACHMENT A RECREATIONAL MARIJUANA ESTABLISHMENT APPLICATION

GENERAL INFORMATION

Type of Marijuana Establishment: <input checked="" type="checkbox"/> Recreational Retail Marijuana Store						
Marijuana Establishment's proposed physical address if the applicant owns property or has secured a lease or other property agreement (this must be a Nevada address and cannot be a P.O. Box).						
1285 Baring Blvd. #805						
City: Sparks	County: Washoe	State: NV	Zip Code: 89434			
Proposed Hours of Operation :						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
24 Hours	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours

APPLYING ENTITY INFORMATION

Applying Entity's Name: TGIG, LLC	
Business Organization:	<input type="checkbox"/> Individual <input type="checkbox"/> Corp. <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Assoc./Coop. <input type="checkbox"/> Other specify:
Telephone #: (702) 754-5000	E-Mail Address: [REDACTED]
State Business License #: NV20141232750	Expiration Date: April 30, 2019
Mailing Address: [REDACTED]	
City: Henderson	State: NV
Zip Code: 89052	

DESIGNEE INFORMATION

Name of individual designated to manage agent registration card applications on behalf of the establishment.

[REDACTED]

SUPPLEMENTAL REQUESTS

Does the applicant agree to allow the Nevada Department of Taxation (Department) to submit supplemental requests for information? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



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ATTACHMENT A (continued)

Recreational Marijuana Establishment Owner (OR), Officer (OF), Board Member (BM) Names

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MI:	OR	OF	BM	
E.	✓			
MI:	OR	OF	BM	
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ATTACHMENT A (continued)

Recreational Marijuana Establishment Owner (OR), Officer (OF), Board Member (BM) Names

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[Redacted area for listing owners, officers, and board members]



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ATTACHMENT A (continued)


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 Owner
Title
9-10-18
Date Signed

Print Name Title
Signature Date Signed



5.2.5

PART 1

MULTI- ESTABLISHMENT LIMITATIONS FORM

DOT-TGIG000035

0019-00035
SA001843



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

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

LAS VEGAS OFFICE
Grant Sawyer Office Building, Suite 1300
555 E. Washington Avenue
Las Vegas, Nevada 89101
Phone: (702) 486-2300 Fax: (702) 486-2373

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

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

ATTACHMENT F MULTI-ESTABLISHMENT LIMITATIONS FORM

NRS 453D.210 places a limitation on the total number of Recreational Retail Marijuana Store licenses that can be issued within each county, and R092-17, Sec. 80 (5) places limitations on the number of recreational marijuana retail stores located in any one governmental jurisdiction and a limitation on the number of licenses issued to any one person, group or entity. Due to these limitations, please list below all applications submitted from this business organization and/or persons as identified in the recreational marijuana establishment owner, officer and board member names section of Attachment A in the 10-day window of **September 7, 2018 – September 20, 2018**.

If this business organization were to not receive approval on all applications submitted, would the applicant still want approval on the applications determined by the ranking below? ☒ Yes ☐ No

Please list in order of preference for approval (use as many sheets as needed).

Type of Establishment: Recreational Retail Marijuana Store <input checked="" type="checkbox"/>			
1 Recreational Marijuana Establishment's Proposed Physical Address (Must be a Nevada address, not a P.O. Box.): 9030 W. Sahara Ave. #90			
City: Las Vegas	County: Clark	State: Nevada	Zip Code: 89117
Type of Establishment: Recreational Retail Marijuana Store <input checked="" type="checkbox"/>			
2 Recreational Marijuana Establishment's Proposed Physical Address (Must be a Nevada address, not a P.O. Box.): 5130 S. Fort Apache Road, Suite 215-144			
City: Las Vegas	County: Clark	State: Nevada	Zip Code: 89148
Type of Establishment: Recreational Retail Marijuana Store <input checked="" type="checkbox"/>			
3 Recreational Marijuana Establishment's Proposed Physical Address (Must be a Nevada address, not a P.O. Box.): 6462 Losee Road, Suite 110 #20			
City: North Las Vegas	County: Clark	State: Nevada	Zip Code: 89086
Type of Establishment: Recreational Retail Marijuana Store <input checked="" type="checkbox"/>			
4 Recreational Marijuana Establishment's Proposed Physical Address (Must be a Nevada address, not a P.O. Box.): 150 S. Highway 160, Suite 8-255			
City: Pahrump	County: Clark	State: Nevada	Zip Code: 89048



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If this business organization were to not receive approval on all applications submitted, would the applicant still want approval on the applications determined by the ranking below? ☒ Yes ☐ No

Please list in order of preference for approval (use as many sheets as needed).

Type of Establishment: Recreational Retail Marijuana Store <input checked="" type="checkbox"/>
Recreational Marijuana Establishment's Proposed Physical Address (Must be a Nevada address, not a P.O. Box.): 561 Keystone Avenue #257
City: Reno County: Washoe State: Nevada Zip Code: 89503

Type of Establishment: Recreational Retail Marijuana Store <input checked="" type="checkbox"/>
Recreational Marijuana Establishment's Proposed Physical Address (Must be a Nevada address, not a P.O. Box.): 1285 Baring Blvd. #805
City: Sparks County: Washoe State: Nevada Zip Code: 89434

Type of Establishment: Recreational Retail Marijuana Store <input type="checkbox"/>
Recreational Marijuana Establishment's Proposed Physical Address (Must be a Nevada address, not a P.O. Box.):
City: County: State: Zip Code:

Type of Establishment: Recreational Retail Marijuana Store <input type="checkbox"/>
Recreational Marijuana Establishment's Proposed Physical Address (Must be a Nevada address, not a P.O. Box.):
City: County: State: Zip Code:



5.2.6

PART 1

IDENTIFIER LEGEND

DOT-TGIG000038

0019-00038
SA001846



BRIAN SANDOVAL
Governor
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ATTACHMENT H
IDENTIFIER LEGEND FORM

In a Non-Identified Criteria Response, when a specific person or company is referenced, the identity must remain confidential. A person may be addressed through their position, discipline or job title, or be assigned an identifier. Identifiers assigned to people or companies must be detailed in a legend (Attachment H) to be submitted in the Identified Criteria Response section (use as many sheets as needed).

Criteria Response Identifier	Actual Person or Company (for Department verification outside the evaluation process)
Applicant	TGIG, LLC
Company	TGIG, LLC
Inventory Control System	BioTrack
Seed-to-Sale Tracking System	Metrc



5.2.7

PART 1

**CONFIRMATION
THAT THE
APPLICANT HAS
REGISTERED WITH
THE SECRETARY
OF STATE**

DOT-TGIG000040

0019-00040
SA001848

5.2.7. **Tab VII** – *Confirmation that the applicant has registered with the Secretary of State*
Documentation that the application has registered as the appropriate type of business and the Articles of Organization, Operating Agreements or partnership or joint venture documents of the applicant must be included in this tab.

Attached hereto please find:

1. The Articles of Organization for TGIG, LLC
2. The Operating Agreement for TGIG, LLC
3. Change of Ownership Approval letter dated September 13, 2018



ROSS MILLER
Secretary of State
204 North Carson Street, Suite 4
Carson City, Nevada 89701-4520
(775) 684-5708
Website: www.nvsos.gov



050104

Articles of Organization Limited-Liability Company

(PURSUANT TO NRS CHAPTER 86)

Filed in the office of Ross Miller Secretary of State State of Nevada	Document Number 20140251202-69 Filing Date and Time 04/03/2014 11:33 AM Entity Number E0177402014-0
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USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Limited-Liability Company: (must contain approved limited-liability company wording; see instructions)	TGIG, LLC		Check box if a Series Limited- Liability Company <input type="checkbox"/>	Check box if a Restricted Limited- Liability Company <input type="checkbox"/>
2. Registered Agent for Service of Process: (check only one box)	<input checked="" type="checkbox"/> Commercial Registered Agent: Name <input type="checkbox"/> Noncommercial Registered Agent (name and address below) OR <input type="checkbox"/> Office or Position with Entity (name and address below) Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity Street Address City Nevada Zip Code Mailing Address (if different from street address) City Nevada Zip Code			
3. Dissolution Date: (optional)	Latest date upon which the company is to dissolve (if existence is not perpetual):			
4. Management: (required)	Company shall be managed by: <input checked="" type="checkbox"/> Manager(s) OR <input type="checkbox"/> Member(s) (check only one box)			
5. Name and Address of each Manager or Managing Member: (attach additional page if more than 3)	1) Name Street Address LAS VEGAS NV 89118 City State Zip Code 2) Name Street Address LAS VEGAS NV 89129 City State Zip Code 3) Name Street Address LAS VEGAS NV 89129 City State Zip Code			
6. Effective Date and Time: (optional)	Effective Date: Effective Time:			
7. Name, Address and Signature of Organizer: (attach additional page if more than 1 organizer)	I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State. Name Organizer Signature Address LAS VEGAS NV 89129 City State Zip Code			
8. Certificate of Acceptance of Appointment of Registered Agent:	I hereby accept appointment as Registered Agent for the above named Entity. Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity Date: 4/3/2014			

This form must be accompanied by appropriate fees.

Nevada Secretary of State NRS 86 LLC Articles
Revised: 7-25-13

0019-00042
SA001850

**ARTICLES OF ORGANIZATION
OF
TGIG, LLC
a Nevada limited liability company
(CONTINUED)**

**ARTICLE 8
INDEMNITY**

Section 8.01 Right to Indemnity

Every person who was or is a party, or is threatened to be made party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or a person of whom he is the legal representative is or was a manager or member of TGIG, LLC, a Nevada limited-liability company (the "Company"), or is or was serving at the request of the Company as a manager of another limited liability company, or as a director, officer or representative in a corporation, partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless to the fullest extent legally permissible under the laws of the State of Nevada as in effect from time to time, against all expenses, liability and loss (including, without limitation, attorneys' fees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by him in connection therewith. Such right of indemnification shall be a contract right that may be enforced in any manner desired by such person. Such right of indemnification shall not be exclusive of any other right that such managers, members or representatives may have or hereafter acquire, and without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any operating agreement or other agreement, vote of members, provision of law or otherwise, as well as their rights under this Article VIII.

Section 8.02 Expenses Advanced

Expenses of managers and members incurred in defending a civil or criminal action, suit or proceeding by reason of any act or omission of such managers or members acting as a manager or member shall be paid by the Company as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of any undertaking by or on behalf of the manager or member to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the Company.

Section 8.03 Operating Agreement; Insurance

Without limiting the application of the foregoing, the members may adopt a provision in the Company's Operating Agreement, from time to time, with respect to indemnification, to provide at all times to the fullest indemnification permitted by the laws of the State of Nevada, and may cause the Company to purchase and maintain insurance or make other financial arrangements on behalf of any person who is or was a manager or member of the Company, as a member or manager of another limited liability company, or as is representative in a corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred in any such capacity or arising out of such status, to the fullest extent permitted by the laws of the State of Nevada, whether or not the Company would have the power to indemnify such person.

The indemnification and advancement of expenses provided in this Article shall continue for a person who has ceased to be a member, manager, employee or agent, and inures to the benefit of the heirs, executors and administrators of such a person.

SECRETARY OF STATE



LIMITED LIABILITY COMPANY CHARTER

I, ROSS MILLER, the Nevada Secretary of State, do hereby certify that **TGIG, LLC** did on April 3, 2014, file in this office the Articles of Organization for a Limited Liability Company, that said Articles of Organization are now on file and of record in the office of the Nevada Secretary of State, and further, that said Articles contain all the provisions required by the laws governing Limited Liability Companies in the State of Nevada.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on April 3, 2014.

A handwritten signature of Ross Miller in black ink.

ROSS MILLER
Secretary of State

Certified By: Electronic Filing
Certificate Number: C20140403-1767
You may verify this certificate
online at <http://www.nvsos.gov/>

5.2.7. Feb 11, Page 1 of 50
DOT-TGIG000044

0019-00044
SA001852

**SECOND AMENDED AND RESTATED
OPERATING AGREEMENT**

OF

TGIG, LLC

THE INTERESTS IN THE COMPANY EVIDENCED BY THIS AGREEMENT AND THE ARTICLES OF ORGANIZATION OF THE COMPANY HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION (OR UNDER THE SECURITIES LAWS OF ANY STATE), BUT HAVE BEEN ISSUED PURSUANT TO THE PRIVATE OFFERING EXEMPTION UNDER THE SECURITIES ACT OF 1933, AS AMENDED. ACCORDINGLY, THE SALE, TRANSFER, PLEDGE, HYPOTHECATION, OR OTHER DISPOSITION OF ANY OF SAID INTERESTS ARE RESTRICTED AND MAY NOT BE ACCOMPLISHED EXCEPT IN ACCORDANCE WITH THIS AGREEMENT, AND AN APPLICABLE REGISTRATION STATEMENT OR AN OPINION OF COUNSEL FOR THE COMPANY THAT A REGISTRATION STATEMENT IS UNNECESSARY.

**SECOND AMENDED AND RESTATED
OPERATING AGREEMENT**

OF

TGIG, LLC

(a Nevada limited-liability company)

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT (this “**Agreement**”), effective as of May 24, 2018, is made by and among the undersigned members (the “**Members**”) of TGIG, LLC (hereinafter referred to as the “**Company**”).

WHEREAS, the Company is a limited liability company formed pursuant to the provisions of Chapter 86 of the Nevada Revised Statutes, as amended from time to time (the “**Act**”);

WHEREAS, the Company’s Articles of Organization have been duly executed and properly filed with the Secretary of State for the State of Nevada;

WHEREAS, the Members deem an operating agreement to be necessary and advisable to set out the agreement of the Members as to the conduct of investment activities and the affairs of the Company, and desire to enter into such agreement, in form and content as set forth herein;

WHEREAS, the Members executed the original Operating Agreement of the Company, dated as of April 15, 2014, which Agreement was fully amended and restated by that Amended and Restated Operating Agreement dated as of October 15, 2015 (the “**Original Agreement**”).

WHEREAS, the Class A Members agreed by written consent, dated as of May 24, 2018, to again amend and restate the Original Agreement as provided herein to reflect the changes and clarifications agreed to among them.

NOW, THEREFORE, the Members and the Manager hereby agree to amend and restate the Original Agreement as follows:

**ARTICLE 1
FORMATION AND PURPOSE OF LIMITED LIABILITY COMPANY**

Section 1.1. FORMATION OF LIMITED-LIABILITY COMPANY.

The Company shall be operated as a limited-liability company pursuant to the provisions of the Act. The rights and obligations of the Members in the operation of the Company as herein provided shall be conducted and construed as specifically set forth in this Agreement and the Articles of Organization, and to the extent required by the Act in accordance with said statute.

Section 1.2. ARTICLES OF ORGANIZATION.

The Articles of Organization for the Company have been filed in the Office of the Secretary of State of Nevada. The Members further agree to acknowledge, file, record, and/or publish as necessary, such amendments to the Articles of Organization or to this Agreement as may be required by this

Agreement or by law, and such other documents as may be appropriate to comply with the requirements of law for the formation, preservation and/or operation of the Company.

Section 1.3. NAME.

The Company's business shall be conducted solely under the name of TGIG, LLC or any fictitious name determined by the Board, for which any required certificate of fictitious name shall be filed with the appropriate government agency.

Section 1.4. OFFICE WHERE RECORDS ARE MAINTAINED.

The office of the Company, at which Company records must be maintained in written form, is 5570 S. Valley View Blvd., Las Vegas, Nevada 89118, or at such other place in the State of Nevada as the Board shall from time to time determine.

Section 1.5. RESIDENT AGENT; REGISTERED OFFICE.

The name and address of the Company's resident agent for service of process in Nevada are NFRA, LLC, 1635 Village Center Circle, Suite 100, Las Vegas, NV 89134 or such other resident agent and address as the Board may designate from time to time. The foregoing address shall be the Company's registered office in the State of Nevada.

Section 1.6. PURPOSE.

A. The principal purpose of the Company shall be to acquire the necessary licenses for and to own and operate a marijuana cultivation, processing business on the [REDACTED] Real Property and a marijuana dispensary business on the Dispensary Sites (as such terms are defined below) if, and to the extent, the Licenses are obtained for same (the **"Business"**), and to engage in any and all lawful activities related to the Business. Without limiting the foregoing, the Company is formed to apply for and obtain from the Nevada Department of Taxation, and the appropriate authorities of all other jurisdictions in which the Company may operate, all necessary licenses, certificates, permits, special use permits and approvals to conduct the Business in compliance with all provisions of Nevada Revised Statutes Chapter 453A, its corresponding regulations, and in compliance with applicable ordinances and local laws of each jurisdiction in which it operates.

B. It is the intent of all Members that the Company shall be taxed as a partnership, and the Company shall not enter into any investment activity, take any action, or fail to take any required action, that would jeopardize taxation of the Company as a partnership.

ARTICLE 2

DEFINITIONS

Section 2.1. DEFINITIONS.

The following words and phrases used in this Agreement shall have the following meanings and words and phrases defined in other sections of this Agreement shall have the meanings provided in such sections:

- (a) "Accountant" shall have the meaning set forth in Section 5.1(b).

(b) "Additional Mandatory Capital Contributions" shall have the meaning set forth in Section 4.2(a).

(c) "Advisory Board" shall have the meaning set forth in Section 7.10.

(d) "Affiliate" means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person. For purposes of this Agreement, "control" (including the terms "controlled by" and "under common control with") with respect to the relationship between or among two or more Persons, means either (i) the possession, directly or indirectly or as a trustee or executor, of the power to direct or cause the direction of the management and policies of a Person whether through the ownership of voting securities, as trustee or executor, by contract or otherwise, including the ownership, directly or indirectly, of securities having the power to elect a majority of the board of directors or similar body governing the management and policies of such Person or (ii) direct or indirect, record or beneficial, ownership of at least 50% of the outstanding equity, capital, or right to profits of such Person.

(e) "Agreement" shall mean this Amended and Restated Operating Agreement.

(f) "Articles of Organization" shall mean the articles of organization filed with the Secretary of State to form the Company, pursuant to NRS 86.151.

(g) "Assumed Tax Rate" for a fiscal year shall mean the highest effective marginal combined federal, state and local income tax rate prescribed for individuals calculated at the Assumed Tax Rate to be imposed on the Profit estimated by the Board to be allocated to such Member with respect to such fiscal year for an individual residing in Nevada (taking into account the deductibility of state income taxes for Federal income tax purposes).

(h) "Bankruptcy Trustee" shall mean the trustee, receiver, executor, administrator, committee, guardian or conservator of a Member subject to an Event of Bankruptcy.

(i) "Board" means the Board of Managers of the Company established pursuant to Article 7 hereof.

(j) "Board Member" means a current member of the Board, who, for purposes of the Act, will be deemed a "manager" (as defined in the Act) but will be subject to the rights, obligations, limitations and duties set forth in this Agreement.

(k) "Business Plan" shall mean the Business Plan for the Company which shall include, without limitation (i) the capitalization plan, budgets and proforma financial projections for the Company and the operation of its business and an approximate schedule for the funding of capital by the Class A Members; (ii) the proposed terms of contracts between the Company and its contractors, consultants and other third-party agents; (iii) the terms of the [REDACTED] Lease and such other leases as the Company may enter into; (iv) the financing plan, including potential lenders and the acceptable terms and conditions of the loan(s), if any, to be obtained by the Company; (v) a schedule setting forth milestones for the accomplishment of certain tasks including, without limitation, obtaining the Licenses, facility design, design, financing, construction, opening and certain operational milestones; and (vi) the plan for management, staffing and compensation of the employees of the business of the Company. The initial Business Plan for the Company is attached hereto as Exhibit "A."

- (l) “Budgets” shall have the meaning set forth in Section 4.3 below and shall include the Operating Budgets and the Construction and Equipment Budget, as such are defined in that Section.
- (m) “Business” shall have the meaning set forth in Section 1.6(A).
- (n) “Call” shall have the meaning set forth in Section 4.2.
- (o) “Capital Account” shall have the meaning set forth in Section 4.6.
- (p) “Capital Contribution” shall mean a capital contribution made by a Member to the Company in accordance with Article 4 hereof. Any Capital Contribution of property other than cash shall be taken into account at the Gross Asset Value of such property reduced by the amount of liabilities assumed by the Company (or to which the Company takes subject) with respect to such contribution or as otherwise determined pursuant to this Agreement.
- (q) “Class A Members” shall mean each Member other than the Class B Member.
- (r) “Class A Preferred Return” shall mean a minimum return allocable to the Class A Members on the Capital Contributions made by such Class A Members calculated at the rate of twenty percent (20%) per annum, from the date such capital is contributed, or deemed contributed, to the Company, through the date such return is being calculated. Such return is to be calculated as a minimum annual return on the Class A Members’ contributed funds and not as an ongoing priority payment to the Class A Members.
- (s) “Class A Units” shall mean Units in the Company held by Class A Members. Each Class A Member shall be deemed to receive one (1) Class A Unit for each One Dollar (\$1.00) of capital contributed, or deemed contributed, to the Company by that Class A Member.
- (t) “Class B Member” shall mean [REDACTED] Management, LLC. As further provided herein, the Class B Member shall be a non-voting Member of the Company which shall have no obligation to contribute capital to the Company.
- (u) “Class B Units” shall mean Units in the Company held by Class B Member. The Company shall issue one hundred (100) Class B Units.
- (v) “Code” shall mean the Internal Revenue Code of 1986, as amended from time to time and the Regulations (or any corresponding provisions of succeeding law and the regulations promulgated thereunder).
- (w) “Company Member Value” shall mean the sum of the balances of all of the Class A Member’s Capital Accounts plus the portion of any unrealized Profits and/or Losses of the Company as would be allocable (if realized) to the Class A Members pursuant to the allocation in Sections 5.5(a) and 5.5(b). For purposes of determining unrealized Profits, the Board shall determine the fair market value, net of estimated selling costs, of the Company’s assets as of the Valuation Date. For purposes of determining Company Member Value, the Board shall determine the liabilities of the Company as of the Valuation Date. Without limiting the foregoing, for purposes of determining Company Member Value, liabilities shall include any amounts that would become due or owing upon disposition of assets at their values as determined for purposes of determining Company Member Value. The Company Member Value as it relates to the Class B Units shall be determined based solely on the portion of any unrealized Profits and/or Losses of the Company as would be allocable (if realized) to the Class B Member pursuant to Article 5 of this Agreement.

(x) "Company" shall have the meaning set forth in the preamble.

(y) "Default Repurchase Amount" shall mean the lesser of: (A) the sum of (i) 100% of the unreturned Capital Contributions of the defaulting Member, plus (ii) 80% of the excess, if any, of the Unit Value over the unreturned Capital Contributions of the defaulting Member, and (B) the Unit Value.

(z) "Depreciation" shall mean, for each fiscal year, an amount equal to the federal income tax depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such fiscal year, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such fiscal year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such fiscal year bear to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such fiscal year is zero, depreciation shall be determined as provided in Regulations Section 1.704-1(b)(2)(iv)(g)(3).

(aa) "Disability" shall mean any disability or incapacity that so impairs mental or physical health of a Person that, in the good faith judgment of the Board, it prevents such Person from effectively performing his or her obligations.

(bb) "Dispensary Sites" shall mean the leased locations located at 1541 E Basin Ave, Pahrump, Nevada, and at 4647 Swenson St., Las Vegas, Nevada, and such other locations as the Board may deem appropriate.

(cc) "Event of Bankruptcy" means with respect to any Member or the Company, any of the following:

(i) filing a voluntary petition in bankruptcy or for reorganization or for the adoption of an arrangement under the Bankruptcy Code or an admission seeking the relief therein provided;

(ii) making a general assignment for the benefit of creditors;

(iii) consenting to the appointment of a receiver for all or a substantial part of such Person's property;

(iv) in the case of the filing of an involuntary petition in bankruptcy, the entry of an order for relief;

(v) the entry of a court order appointing a Bankruptcy Trustee for all or a substantial part of such Person's property without its consent; or

(vi) the assumption of custody or sequestration by a court of competent jurisdiction of all or substantially all of such Person's property.

(dd) "Expansion Capital Contributions" shall have the meaning set forth in Section 4.2(b).

(ee) "Gross Asset Value" shall mean, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset as determined by a recent as-is appraisal in the form and content reasonably acceptable to the Board at the time of the contribution or as otherwise determined pursuant to this Agreement;

(ii) The Gross Asset Value of all Company assets shall be adjusted to equal their respective gross fair market values, as of the following times: (A) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); (B) January 1 of each year; and/or (C) such other times as determined by the Board;

(iii) The Gross Asset Value of any Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulation Section 1.704-1(b)(2)(iv)(m) and Code Section 754 hereof; the adjustment shall be treated (if an increase) as an item of gain or (if a decrease) as an item of loss, and such gain or loss shall be allocated to the Members consistent with the allocation of the adjustment pursuant to such Regulation; and

(iv) If the Gross Asset Value of an asset has been determined or adjusted pursuant to Section 2(x)(i) and 2(x)(ii) hereof, such Gross Asset Value shall thereafter be adjusted by the depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

(ff) [REDACTED] shall mean the real property owned by [REDACTED] containing approximately 2.95 acres, located at [REDACTED], Las Vegas, Nevada, APNs: [REDACTED] d [REDACTED]. The [REDACTED] is improved with a building approximately 26,000 square feet in size.

(gg) [REDACTED] shall mean the lease agreement between the Company and [REDACTED] pursuant to which the Company shall hold a leasehold interest in the [REDACTED]. The [REDACTED] is further described in Section 4.4 below.

(hh) "Licenses" shall mean all entitlements, licenses and permits necessary for the opening and continued operation of the Business, as such is defined in Section 1.6(A).

(ii) "Liquidation Event" means (i) any liquidation, dissolution, or winding up of the Company, whether voluntary or involuntary, (ii) any reorganization of the Company required by any court or administrative body in order to comply with any provision of law, or (iii) any merger, sale, reorganization, or other acquisition type transaction in which control of the Company or all or substantially all of its assets are transferred. For purposes of this definition, a merger will include the acquisition by a third party acquirer resulting in the exchange of the outstanding Units for securities or consideration issued by the acquirer, provided that after such merger or sale, the Units prior to the transaction are converted into less than fifty percent (50%) of the voting securities of the successor or surviving entity.

(jj) "Major Decisions" shall have the meaning set forth in Section 3.5(b).

(kk) "Majority Approval" or "Approval of a Majority" shall have the meaning set forth in Section 3.5(a).

(ll) "Management Fee" shall have the meaning set forth in Section 7.7.

(mm) “Manager” shall mean the Board acting in its capacity as the Manager of the Company or any individual delegated the title of Manager by the Board for any purpose.

(nn) “Member” shall mean a member, as defined in NRS 86.081, who owns Units, but does not include the transferee of any Units unless such transfer first is approved in writing by the Board and is otherwise in accordance with Article 8 hereof as well as in accordance with any applicable laws and regulations. The interest of a Member in the Company shall be expressed in Units.

(oo) “Member Percentage” shall mean, with respect to each Class A Member, the percentage, as determined by the Board from time to time, of the total outstanding Class A Units owned by such Class A Member, with each Class A Member’s initial Membership Percentage calculated based on the proportion by which the amount of capital each Class A Member initially contributes to the Company bears to the total amount initially contributed by all Class A Members. The Membership Percentage of each Class A Member shall fluctuate throughout the life of the Company based on the proportion by which the amount of capital contributed by each Class A Member bears to the total amount contributed by all Class A Members (such shall be sometimes referred to herein as the “**Class A Member Percentage**”). The Membership Percentage of the Class B Member shall be deemed to be twenty percent (20%).

(pp) “Officer” means each person designated as an officer of the Company to whom authority and duties have been delegated in accordance with Section 7.6 subject to any resolution of the Board appointing such person as an Officer or relating to such appointment.

(qq) “Person” shall mean an individual, corporation, partnership, association, limited liability company, trust, estate or other entity.

(rr) “Profits” and “Losses” shall mean for each fiscal year, an amount equal to the Company’s taxable income or loss for such fiscal year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition shall be added to such taxable income or loss;

(ii) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this definition shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any Company asset is adjusted as a result of the application of Regulations Section 1.704-1(b)(2)(iv)(e) or Regulations Section 1.704-1(b)(2)(iv)(f), the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(iv) Gain or loss resulting from any disposition of any Company assets with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such Company assets differs from its Gross Asset Value;

(v) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation in accordance with the definition of Depreciation provided herein;

(vi) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses; and

(vii) Notwithstanding any other provision of this definition, any items that are specially allocated pursuant to Section 5.3 hereof shall not be taken into account in computing Profits or Losses (the amounts of the items of Company income, gain, loss, or deduction available to be specially allocated pursuant to any provision of this Agreement shall be determined by applying rules analogous to those set forth in subparagraph (i) through subparagraph (vi) of this definition).

(viii) The foregoing definition of Profits and Losses is intended to comply with the provisions of Regulations Section 1.704-1(b) and shall be interpreted consistently therewith. In the event the Board determines that it is prudent to modify the manner in which Profits and Losses are computed in order to comply with such Regulations, the Board may make such modification.

(ss) "Regulations" shall have the meaning set forth in Section 5.3.

(tt) "Taxes" unless the context clearly requires otherwise, shall mean all taxes properly payable by the Company but shall not include any income, gift, inheritance, estate, transfer and other Federal, state or local taxes payable by a Member.

(uu) "Transfer" shall have the meaning set forth in Section 8.1.

(vv) "Unit" shall mean an interest in the Company representing a fractional share in the Profits and Losses and distributions and having the rights, preferences and obligations specified in this Agreement. A Unit is personal property.

(ww) "Unitholder" shall mean any person whether or not a Member in his capacity as an owner of Units as reflected in the Company's records.

(xx) "Unit Value" shall mean the Company Member Value as of the most recent Valuation Date divided by the number of outstanding Units.

(yy) "Valuation Date" shall mean any date as of which the value of the Company is determined by the Board for any reason including, without limitation, January 1 of each year.

ARTICLE 3

MEMBERS AND MEMBERSHIP

Section 3.1. MEMBERS.

The names, Capital Contributions, and Units of the Members are set forth on Schedule A attached hereto. The undersigned acknowledge that JF Consulting, LLC was originally a Class A Member of the

Company but its interest was redeemed by the Company by mutual agreement prior to the execution of this Agreement.

Section 3.2. NEW MEMBERS.

Additional Members may be admitted at such times and on such terms and conditions as the Class A Members may determine by Majority Approval.

Section 3.3. LIABILITY OF MEMBERS AND BOARD MEMBERS.

No Member shall have any personal liability whatsoever to the creditors of the Company for the debts or other liabilities of the Company or any losses beyond the Member's Capital Contribution. In accordance with Nevada law, a Member may, under certain circumstances, be required to return to the Company, for the benefit of the Company's creditors, amounts previously distributed to the Member as a return of capital. For purposes of this paragraph, the Members intend that no distribution to any Member of distributable funds shall be deemed a return or withdrawal of capital, even if such distribution represents, for federal income tax purposes or otherwise (in whole or in part) a return of capital, and that no Member shall be obligated to pay any such amount to or for the account of the Company or any creditor of the Company. No Board Member, Officers, employee, agent, or any Affiliates of any of them shall have any liability whatsoever to the creditors of the Company.

Section 3.4. INDEMNIFICATION.

Every person who was or is a party to, or threatened to be made a party to, or is involved in any action, suit, or proceeding, whether civil, criminal, administrative, or investigative by reason of the fact that he, or a person for whom he is the legal representative, is or was: (i) a Member, Board Member, Officer or any Affiliate thereof; or agent of the Company or the Board; (ii) counsel for the Company; (iii) serving at the request of the Company; or (iv) serving as the Company's representative or agent in another company, corporation, partnership, joint venture, trust, other enterprise, or any transaction (hereinafter collectively an **"Indemnifiable Person"**) shall be indemnified and held harmless by the Company to the fullest extent legally permissible under the laws of the State of Nevada as amended from time to time, against all expenses, liabilities, and losses (including attorneys' fees, judgments, fines, and amounts paid or to be paid in settlement) reasonably incurred or suffered by him in connection therewith. Said indemnity shall not be applicable to any act or omission by the Indemnifiable Person which a final adjudication establishes constituted intentional misconduct, fraud, or a knowing violation of the law and was material to the matter which is the subject of the claim for indemnification. Such right of indemnification shall be a contract right which may be enforced in any manner desired by the Indemnifiable Person. The expenses of an Indemnifiable Person incurred in defending a civil or criminal action, suit, or proceeding must be paid by the Company as incurred, in advance of the final disposition of the action, suit, or proceeding, upon receipt of an undertaking by or on behalf of the Indemnifiable Person to repay the amount if a court of competent jurisdiction ultimately determines that the Indemnifiable Person is not entitled to be indemnified by the Company. Such right of indemnification shall not be exclusive of any other right which such Indemnifiable Person may have or hereafter acquire. Without limiting the generality of such statement, the Indemnifiable Person shall be entitled to his respective rights of indemnification under any agreement, provision of law, or otherwise, as well as his rights under this Agreement, if any.

Section 3.5. VOTING RIGHTS.

(a) General. No Member shall have any voting rights except with respect to those matters which specifically require a vote of Members under the provisions of this Agreement or under the

Act but only to the extent that the provision of the Act requiring a vote cannot be waived or varied by the terms of an operating agreement. The outstanding Units held by the Class A Members shall be entitled in the aggregate to 100% of the total voting power of the Members such that each Class A Member shall have the right to vote its Member Percentage relative to the total voting power of the Class A Members. The Class B Member shall no right to vote on any matter. Notwithstanding anything to the contrary in this Section 3.5 or otherwise in this Agreement, if any Units have no voting power pursuant to Section 8.3, then for voting purposes only, except as required by law, such Units shall not be deemed to be outstanding until their voting power is restored pursuant to Section 8.3. Unless otherwise required by this Agreement, if a vote of the Members is required, approval of the matter at issue will require the vote of at least fifty-one percent (51%) of the Percentage Interests held by the Class A Members (hereinafter referred to as **“Approval of a Majority”** or **“Majority Approval”**); provided, however that at any time there exist only two Class A Members, each of which hold equal Member Percentages, and those Class A Members cannot agree as to the approval any matter at issue requiring a vote of the Class A Members then the vote of the Core TGLV, LLC will govern and control.

(b) Prior to the Board taking any action on any Major Decision (as hereafter defined) the Members must approve such action by Majority Approval. **“Major Decisions”** include the following, as well as others described elsewhere in this Agreement:

- (i) Sale of any asset owned by the Company having a fair market value of greater than \$250,000;
- (ii) Financing, refinancing or acquiring any debt that would result in the aggregate principal amount of debt exceeding \$250,000;
- (iii) Institution or settlement of any claim, litigation, arbitration or confession of judgment with respect to matters in which the amount in dispute is in excess of \$250,000;
- (iv) Acquisition of any asset by the Company in excess of \$250,000;
- (v) Any amendment to this Agreement (subject to Section 11.2 hereof);
- (vi) Any act that would make it impossible to carry on the Business;
- (vii) A change in the nature of the Business or the Purpose of the Company as defined in Section 1.6(A);
- (viii) The filing of a petition in bankruptcy or the entering into of an arrangement among creditors;
- (ix) The entering into, on behalf of the Company, of any transaction constituting a reorganization, merger or consolidation;
- (x) The issuance of additional Membership Interests in the Company or creation of additional classes of Membership Interests, or any determination of the rights and preferences (whether senior, junior, or *pari passu*) of such additional Membership Interests and/or classes; or
- (xi) The entering into, on behalf of the Company, of any lease transaction with respect to any asset of the Company.

(c) Voting Rights Upon an Event of Bankruptcy. Notwithstanding any other provision herein, the Event of Bankruptcy of any Member shall immediately cause the following to occur, and to continue for as long as the Event of Bankruptcy is continuing: (i) neither that Member nor any transferee of that Member's Units (in part or in whole) shall have the right to vote on any Company matter; and (ii) the Units of the Member shall be disregarded in calculating Majority Approval.

(d) Excluded Offense. Notwithstanding any other provision herein, in the event any individual Member, officer, manager or director of a Member, who is indicted, arrested, has an arrest warrant issued, is the subject of a grand jury indictment or convicted of an "excluded felony offense" as defined in NRS 453A.104, or otherwise violates any provision of NRS 453A or its corresponding regulations, or applicable local law, as determined by the Board or regulatory authority, the following shall occur: (i) neither that Member nor any transferee of that Member's Units (in part or in whole) shall have the right to vote on any Company matter; (ii) the Units of the Member shall be disregarded in calculating Majority Approval and (iii) the Company shall comply with any requirements of NRS 453A for maintaining any license.

Section 3.6. MEETINGS OF MEMBERS.

(a) Meetings. No annual or quarterly meeting of the Members shall be required. Meetings may be held at such time and place within or without the State of Nevada as determined by the Board or as requested by any Class A Member and approved by Majority Approval. Proxies may be accepted at a meeting of Members but all proxies shall expire thirty (30) days after the date of the said meeting unless otherwise stated in the proxy. Members may participate in any meetings of the Members by conference call or other audio, audiovisual or electronic means. Motions may be passed by Approval of a Majority of the aggregate percentage interest of Class A Members with the exception of those matters described in this Agreement, for which a greater majority is required.

(b) Annual and Quarterly Meetings. The Board or the Class A Members, by Majority Approval, may call annual or quarterly meetings of the Members; provided that informal meetings may be held if a quorum is not present. In order to convey information, the Board and the Members may communicate informally by phone, in writing, via electronic mail or similar electronic method, in small groups or by other audio, audiovisual or electronic means. It is anticipated that many meetings of the Company shall be informal.

(c) Notice. The Members shall receive no less than two (2) days (unless due to the exigencies of the subject matter, such two (2) day notice period is not possible in which case the notice period shall be reasonably appropriate) nor more than sixty (60) days advance written notice of any formal meeting to each Member entitled to vote at such meeting. Said notice, which shall be given by the Board or the Class A Members calling for the meeting, shall specify the time, date and purpose (if any) of the meeting. Notice shall be valid if sent by regular mail, facsimile, electronic mail or similar electronic method, to the last known address of each Member in the manner provided for in Section 11.3 of this Agreement. No notice is required for an informal meeting.

(d) Quorum. Class A Members, either in person or represented by proxy, holding at least 50% of the total voting power must be present in order to constitute a quorum for the transaction of business; provided, however, that if the Company ever has more or less than five (5) Members then the affirmative vote of at least 60% of the Members by "headcount" shall be required. Each Class A Member of record holding Units which are entitled to vote shall be entitled at each formal meeting to one vote for each Unit standing in such Member's name on the books of the Company.

(e) Waiver of Notice. The actions taken at any meeting of the Members, however called and noticed or wherever held, shall be as valid as though taken at a formal meeting properly called and noticed if either: (i) all of the Class A Members are present at the meeting; or (ii) a quorum of the Class A Members is present and, either before or after the meeting, each Member not present signs a waiver of notice or consent to holding such meeting or an approval of the minutes thereof, which waiver, consent or approval shall be filed with the other records of the Company or made a part of the minutes of such meeting.

(f) Written Consent. Notwithstanding anything to the contrary in this Section 3.6, the Class A Members may take any action that may be taken by the Class A Members without a meeting if such action is approved by the written consent of the Class A Members having the number of total votes and percentage of the total voting power which would be required to approve such action at a meeting. The written consent may be executed in one or more counterparts and by facsimile or electronic mail and each such consent so executed shall be deemed an original. Whenever action is taken by written consent, a meeting of the Members need not be called or noticed.

Section 3.7. TAX MATTERS MEMBER.

Core TGLV, LLC shall act as the “**Tax Matters Member**” for federal income tax purposes. The Tax Matters Member shall mean the entity (a) designated as the “**tax matters partner**” within the meaning of Section 6231(a)(7) of the Code and (b) whose responsibilities as Tax Matters Member include taking any actions on behalf of the Company outlined herein. Any direct out-of-pocket expense incurred by the Tax Matters Member in carrying out its responsibilities and duties under this Agreement shall be allocated to and charged to the Company as an expense of the Company for which the Tax Matters Member shall be reimbursed.

ARTICLE 4 CAPITALIZATION

Section 4.1. INITIAL CAPITAL CONTRIBUTIONS.

The initial Capital Contributions of the Members are set forth in Schedule A attached hereto. The initial Capital Contribution of Core TGLV, LLC shall be made in cash. The initial Capital Contribution of the [REDACTED] shall be made partially in cash and partially in the form of credits for rental payments that would otherwise be due under the [REDACTED] (as further described on Schedule A attached hereto) (the “**Rental Credits**”). The Rental Credits shall accrue on a monthly basis as set forth in the [REDACTED]. The amounts represented by the Rental Credits shall be deemed to be contributed capital as of the date the Company receives the monthly credit for rent due and the Class A Preferred Return shall accrue as to said amount from that date.

The Class A Members shall each fund, on a pro-rata basis in proportion to their Class A Member Percentages, the funds required by the Company for the activities and expenses of the Company prior to obtaining the Licenses, up to a total of \$250,000 (the “**Pre-Licensing Funds**”). If the Company is unsuccessful in obtaining the Licenses then any unused portion of the Pre-Licensing Funds together with all other funds deposited by each Class A Member shall be immediately returned to the Class A Members who contributed it without the payment of any Class A Preferred Return thereon. If the Company obtains the Licenses then the Pre-Licensing Funds shall be considered a portion of the initial Capital Contributions. If the Company obtains certain Licenses but not others then the Board shall determine the amount of initial Capital Contributions to be required by the Company and the portion of the deposited Capital Contributions, if any, which may be returned.

Section 4.2. ADDITIONAL CAPITAL CONTRIBUTIONS.

(a) Additional Mandatory Capital Contributions. From time to time, the Board may make written calls for additional funds (each such call is herein defined as a “**Call**”) to each Class A Member. Each Class A Member shall remit the funds required by a Call (“**Additional Mandatory Capital Contributions**”) by the due date set forth in the Board’s notice, which due date shall in no event be less than thirty (30) days after the Member’s receipt of the notice. Such Additional Mandatory Capital Contribution shall be in the form of cash. Any Unitholder or other person holding rights to Class A Units which for any reason is not a Member shall nonetheless be liable for Calls to the full extent as if such Unitholder or other person were a Class A Member and shall be subject to the same remedies for default. If a Class A Member has failed to timely make any Additional Mandatory Capital Contribution required to be made pursuant to Section 4.2(a) (“**Defaulting Member**”) then the remedies for default set forth in Section 4.5 below shall apply.

(b) Expansion Capital Contributions. If additional capital is required is to fund new expansion due to the growth of the business of the Company or to make the business more profitable (rather than Additional Mandatory Capital Contributions required under the Business Plan to fund operating expenses of the Company, cost overruns or other Company obligations) (“**Expansion Capital Contributions**”), then the Class A Members will determine, as a Major Decision, the capital required for such purpose and make a Call for such capital. If a Class A Member cannot immediately fund its proportionate share of the Expansion Capital Contributions then any Class A Member that has made its Expansion Capital Contribution may advance such funds to the Company on behalf of the non-contributing Class A Member as a loan to that Member (a “**Contribution Loan**”). Each contributing Class A Member shall have the right (but not the obligation) to participate in such Contribution Loan in proportion to its Membership Percentage. The non-contributing Class A Member will have until six (6) months after the date the Contribution Loan was made (the “**Maturity Date**”) to repay the Class A Member(s) who made the Contribution Loan, together with interest thereon at the same rate as the Class A Preferred Return on the amount loaned for the period the Contribution Loan was outstanding (the “**Default Rate**”). The Contribution Loan shall be treated as a Capital Contribution by the non-contributing Class A Member and shall be secured by all of the non-contributing Class A Member’s Units. The non-contributing Class A Member hereby grants a security interest in all of his/her/its Units effective upon any Contribution Loan and authorizes the contributing Class A Member to record and file the appropriate financing statements to perfect the foregoing security interest. If the non-contributing Class A Member fails to pay the Contribution Loan together with the accrued interest thereon in full by the Maturity Date, then the non-contributing Class A Member, without any notice or the initiation of any legal proceeding, shall be divested of such Non-Contributing Class A Member’s Units in an amount equal to the unpaid principal balance of the Contribution Loan, plus the accrued interest thereon, plus any applicable legal or administrative costs, which divested Units will be transferred to the contributing Class A Member(s) in proportion to their participation in the Contribution Loan, or to the Company to the extent that the contributing Class A Members have not advanced to the Company the full amount of the non-contributing Class A Member’s Expansion Capital Contribution. The number of the non-contributing Class A Member’s Units to be divested and transferred to the contributing Class A Member(s) and/or to the Company, as applicable, pursuant to the terms of this Section, shall be calculated by dividing total of the unpaid principal balance of the Contribution Loan, the accrued interest thereon and any applicable legal or administrative costs by the then Unit Value (provided, however, that for purposes of this Section, said Unit Value shall be determined as of the Valuation Date closest to (whether before or after) the Maturity Date.

Section 4.3. BUSINESS PLAN AND BUDGETS.

(a) Attached as Exhibit A are the initial Business Plan and monthly and annual operating budgets (the “**Operating Budgets**”) for the Company, as well as the budget for the build-out of the [REDACTED] Real Property and such other sites as the company may operate (the “**Construction and Equipment Budget**”) (sometimes, collectively the “**Budgets**”), which are hereby approved by the Class A Members. Not later than thirty (30) days prior to the commencement of each Fiscal Year, the Board shall prepare, submit to and obtain the approval of the Class A Members of any necessary and appropriate revisions to the Budgets and/or Business Plan for the upcoming Fiscal Year. Such annual approval by the Class A Members shall be considered a Major Decision.

(b) The Company shall use commercially reasonable efforts to operate in all material respects in accordance with the Budgets and Business Plan. The Board shall review the Budgets periodically and any material changes thereto shall be considered a Major Decision.

Section 4.4. PROPERTY LEASES.

The Company shall enter into the [REDACTED] upon the terms set forth in the Business Plan or as otherwise approved by the Board. The Company may also enter into leases for the Dispensary Sites upon the terms approved by the Board. The Company may own or lease other property upon such terms as the Board may deem appropriate.

Section 4.5. DEFAULTS.

In the discretion of the Board after written notice and opportunity to cure which provides a reasonable time frame given the circumstances, the Company may acquire and/or sell to another Member (in which case the purchase price shall be treated as an additional voluntary Capital Contribution) or another person who becomes a new Member, the Units of a Member or other Unitholder who fails to timely perform any obligation under this Agreement or otherwise breaches this Agreement, or if such Member or any of its constituent owners, officers or managers fails to comply in any manner with any of the laws or regulations governing the Licenses or is or becomes unsuitable to be associated with the Company pursuant to any such laws or regulations. The purchase price of such Units shall be the Default Repurchase Amount multiplied by the number of Units to be divested and purchased by the Company or transferred to another Member or person pursuant to the terms of this Section. If the Company sells the Units then the proceeds of any such sale shall be applied first to the Company to cover expenses of the Company incurred in connection with the default and related transactions, second to the Company in the amount of accrued interest on the defaulted amount, damages and expenses at the Default Rate per annum, third to the Company to pay the defaulted amount and damages, and fourth, if any proceeds are remaining, to the defaulting Member. If the Company acquires the Units, then the provisions of Section 8.3 and Section 8.4 shall apply except that the purchase price shall be allocated in the same manner as the immediately preceding sentence. The Member or other person holding interests shall promptly execute and deliver all documents necessary or desirable to consummate the transfer, but the transfer contemplated by this section shall be effective notwithstanding the failure to deliver any such documents.

Notwithstanding the above, in the event a Class A Member shall fail to timely make an Additional Mandatory Capital Contribution pursuant to Section 4.2(a) above then the other Class A Member(s) may make said contribution on its behalf and, in such event, the defaulting Class A Member, without any notice or the initiation of any legal proceeding, shall be divested of such defaulting Class A Member's Units in an amount equal to the Additional Mandatory Capital Contribution made on its behalf by the other Class A Member(s). Such divested Units will be transferred to the Class A Member(s) that made the contribution on behalf of the defaulting Class A Member in proportion to their respective

contributions on behalf of the defaulting Class A Member, or to the Company to the extent that the Class A Members have not advanced to the Company the full amount of the defaulting Class A Member's required Additional Mandatory Capital Contribution. The number of the defaulting Class A Member's Units to be divested and transferred to the contributing Class A Member(s) and/or to the Company, as applicable, pursuant to the terms of this Paragraph, shall be calculated by dividing total of the unpaid Additional Mandatory Capital Contribution, the accrued interest thereon at the Default Rate and any applicable legal or administrative costs by the then Default Repurchase Amount. The defaulting Member shall promptly execute and deliver all documents necessary or desirable to consummate the divestment and transfer, but the transfer contemplated by this Paragraph shall be effective notwithstanding the failure to deliver any such documents.

The rights of the Company provided for in this section are the exclusive remedy against a Member who fails to timely perform any obligation under this Agreement or otherwise breaches this Agreement unless the remedy in Section 4.2(b) is applicable and is invoked in which case it shall be the exclusive remedy. The parties agree that under no circumstances shall specific performance or any other equitable remedy be available to the Company, the Board, any Member or any successor of any of the foregoing for a Member's failure to timely perform any obligation under this Agreement or other breach of this Agreement. In addition, the Members acknowledge and agree that in light of the purposes of the Company that the remedies provided in this Agreement are necessary and reasonable to allow the other Members to have a reasonable opportunity to satisfy the purposes of the Company. Monetary damages would be impractical to calculate and unlikely recoverable from the breaching Member in light of the potential magnitude of such damages and the remedies provided herein are reasonable in light of the cost of the remedy to the breaching Member balanced against the potential damages to the other Members and the Company. Accordingly, the remedies set forth in Section 4.2(b) or this Section 4.5, as applicable, are the exclusive remedies.

Section 4.6. CAPITAL ACCOUNTS.

A Member's capital account ("**Capital Account**") in the Company shall mean an account maintained for each Member in accordance with Regulations Section 1.704-1(b) and 1.704-2 and to which the following provisions apply to the extent not inconsistent with such regulations.

(a) There shall be credited to each Member's Capital Account: (i) such Member's Capital Contributions; (ii) such Member's distributive share of Profits; (iii) any items of income or gain specially allocated to such Member under this Agreement; and (iv) the amount of any Company liabilities (determined as provided in Code Section 752(c) and the regulations thereunder) assumed by such Member or to which property distributed to such Member is subject;

(b) There shall be debited to each Member's Capital Account (i) the amount of money and the Gross Asset Value of any property distributed to such Member pursuant to this Agreement; (ii) such Member's distributive share of Losses; (iii) any items of expense or loss which are specially allocated to such Member under this Agreement, and (iv) the amount of liabilities (determined as provided in Code Section 752(c) and the Regulations thereunder) of such Member assumed by the Company (within the meaning of Code Section 704) or to which property contributed to the Company by such Member is subject; and

(c) The Capital Account of any transferee Member shall include the appropriate portion of the Capital Account of the Member from whom the transferee Member's Unit was obtained.

(d) The initial Capital Contributions of the Members shall be as set forth on the signature page attached hereto.

Section 4.7. MODIFICATION OF CAPITAL ACCOUNTS.

In the event the Board shall determine that it is prudent to modify the manner in which any increases or decreases (including, without limitation, increases or decreases relating to liabilities which are secured by contributed or distributed property of which are assumed by the Company or the Members) to the Capital Accounts are computed to comply with Regulation Section 1.704-1(b), the Board may make such modification. Such modification may only be made provided that it is not likely to have a material effect on the amounts distributable to any Member upon dissolution of the Company.

Section 4.8. RETURN OF CONTRIBUTIONS.

Each Member shall look solely to the assets of the Company for return of such Member's Capital Contribution, and if the assets of the Company are insufficient to return such contributions, such Member shall have no recourse against any other Member for that purpose. No Member may resign from the Company or withdraw any part of such contributions or receive any distribution of such contributions from the Company, except upon dissolution of the Company or as specifically provided by this Agreement.

ARTICLE 5
PROFITS AND LOSSES; DISTRIBUTIONS

Section 5.1. TAX STATUS, REPORTS AND ALLOCATIONS.

(a) Notwithstanding any provision contained in this Agreement to the contrary, solely for federal income tax purposes, each of the Members hereby recognizes that the Company will be subject to all provisions of Subchapter K of the Code; provided however, that the filing of United States Partnership Returns of Income shall not be construed to extend the purposes of the Company or expand the obligations or liabilities of the Members.

(b) The Board shall hire, at Company expense, an independent third party certified public accountant, selected by the Board from time to time (the "**Accountant**"), to prepare all tax returns and statements, if any, that must be filed on behalf of the Company with any taxing authority and shall use reasonable efforts to cause the Accountant to timely file such returns or statements. The Board shall use reasonable efforts to cause the Accountant to provide completed annual proposed tax returns and reports to the Members for approval by the Members within ninety (90) days after the end of the fiscal year. The Board shall hire, at Company expense, the Accountant to perform audits from time to time as may be required by certain licenses held by the Company and as determined to be necessary by the Board.

(c) All items of income, gain, loss, deduction and credit shall be allocated among the Members in a manner such that if the Company were dissolved, its affairs wound up and its assets distributed to the Members, such liquidation distributions would, as nearly as possible, be equal to the distributions that would be made pursuant to Section 5.10 hereof. For purposes of making allocations pursuant to this Section 5.1(c) prior to the dissolution of the Company, the assets held by the Company on any Valuation Date (as to which a disposition has not occurred as of such Valuation Date) shall be deemed to have a value equal to their basis for Capital Account purposes (or as previously adjusted for allocations pursuant to this Section 5.1(c) for any other Valuation Date); provided, however, that in the event of a distribution (that includes assets other than cash) the Capital Accounts shall be adjusted to reflect the net value of any property distributed in such distribution and the Capital Accounts shall be adjusted to reflect the manner in which unrealized income, gain, loss and deduction inherent in such property (that has not been reflected in the Capital Accounts

previously) would be allocated among the Members if there were a taxable disposition of such property for the net value of such property on the distribution date.

(d) Notwithstanding any provision set forth in this Section 5.1, no item of deduction or loss shall be allocated to a Member to the extent the allocation would cause a negative balance in such Member's Capital Account (after taking into account any allocations of loss and deduction reasonably expected to be made during such fiscal year to such Member and any distributions reasonably expected to be made during such fiscal year to the extent they exceed offsetting increases to such Member's Capital Account) that exceeds the amount that such Member would be required to reimburse (and deemed required to reimburse) to the Company pursuant to this Agreement or under applicable law. In the event some but not all of the Members would have such excess Capital Account deficits as a consequence of such an allocation of loss or deduction, the limitation set forth in this Section 5.1(d) shall be applied on a Member by Member basis so as to allocate the maximum permissible deduction or loss to each Member as reasonably determined by the Board in its sole discretion. In the event any loss or deduction shall be specially allocated to a Member pursuant to either of the two preceding sentences, an equal amount of income of the Company shall be specially allocated to such Member prior to any allocation pursuant to Section 5.1(c) hereof.

(e) All elections, decisions and other matters concerning the allocation of profits, gains and losses among the Members, and accounting procedures, not specifically and expressly provided for by the terms of this Agreement, shall be determined by the Board. Such determination shall be final and conclusive as to all Members.

(f) The provisions of this Section 5.1 and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Regulations. The Board shall be authorized to make appropriate adjustments to the allocations of items pursuant to this Section 5.1 if necessary in order to comply with Section 704 of the Code or applicable Regulations thereunder; provided that no such change shall have an adverse effect upon the amount distributable to any Member pursuant to this Agreement.

Section 5.2. CERTAIN GROSS ASSET VALUE/TAX DIFFERENCES.

In accordance with Section 704(c) of the Code and the applicable Regulations thereunder, income, gain, loss, deduction, and tax depreciation with respect to any property contributed to the capital of the Company, or with respect to any property which has a Gross Asset Value different than its adjusted tax basis, shall, solely for federal income tax purposes, be allocated among the Members so as to take into account any variation between the adjusted tax basis of such property to the Company and the initial Gross Asset Value of such property. The Board, in the case of a revaluation, or the Board and the Member or Members who contributed the asset creating the book-tax disparity have the sole discretion to choose among the alternatives set forth in the Regulations issued under Code Section 704(c) for handling a book-tax disparity with respect to any asset, and to the extent allowable under applicable Regulations, different methods may be used for specific assets. In addition, if any gain (as computed for tax purposes) on the sale or other disposition of Company assets shall constitute recapture of depreciation under Sections 291, 1245 or 1250 of the Code or any similar provision, such gain shall (to the extent possible) be divided among the Members in proportion to the depreciation deductions previously claimed by them (or their predecessor in interest) giving rise to such recapture; provided, however, that this sentence shall not affect the amount of gain otherwise allocable to a Member.

Any elections or other decision relating to such allocations shall be made by the Tax Matters Member in any manner that reasonably reflects the purpose and intention of this Agreement.

Section 5.3. MINIMUM GAIN AND INCOME OFFSETS.

(a) Definitions.

(i) **"Adjusted Capital Account Deficit"** means, with respect to any Member or Unitholder, the deficit balance, if any, in such Member's or Unitholder's Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

(1) Crediting to such Capital Account any amounts which such Member or Unitholder is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to the penultimate sentence of Regulations Section 1.704-2(g)(1) and 1.704-2(i)(5); and

(2) Debiting to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(ii) **"Member Minimum Gain"** has the meaning set forth in Regulations Sections 1.704-2(d).

(iii) **"Member Nonrecourse Debt"** has the meaning set forth in Regulations Section 1.704-2 (b) (4) as it applies to partners.

(iv) **"Member Nonrecourse Debt Minimum Gain"** means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Regulations Section 1.704-2(i)(3).

(v) **"Member Nonrecourse Deductions"** means any Company deductions that would be nonrecourse deductions if they were not attributable to a loan made or guaranteed by a Member or Unitholder within the meaning of Regulations Section 1.704-2(i).

(vi) **"Company Minimum Gain"** has the same meaning as the term **"minimum gain"** as set forth in Regulations Sections 1.704-2(d) and 1.704-2(b) as such term applies to partnerships.

(vii) **"Regulations"** means the Income Tax Regulations, including temporary (but not proposed) regulations promulgated by the Treasury Department under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

(b) Minimum Gain.

(i) Minimum Gain Chargeback. Notwithstanding any other provision of this Article 5, if there is a net decrease in Company Minimum Gain during any Company fiscal year, each Member or Unitholder who would otherwise have an Adjusted Capital Account Deficit at the end of such year shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount and manner sufficient to eliminate such Adjusted Capital Account Deficit as quickly as possible. The items to be so allocated shall be determined in accordance with Regulations Section 1.704-2(f). This Section 5.3(b)(i) is intended to comply with the minimum gain chargeback requirement in such Section of the Regulations and shall be interpreted consistently therewith.

(ii) Member Minimum Gain Chargeback. Except as otherwise provided in Regulations Section 1.704-2(i)(4), notwithstanding any other provision of this Article 5, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Company fiscal year, each Member or Unitholder who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt determined in accordance with Regulations Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Member's or Unitholder's share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse debt, determined in accordance with Regulations Section 1.704-2(j)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member or Unitholder pursuant thereto. The items to be so allocated shall be determined in accordance with Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 5.3(b)(ii) is intended to comply with the minimum gain chargeback requirement in Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(iii) Qualified Income Offset. In the event any Member or Unitholder unexpectedly receives any adjustment, allocations, or distributions described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of Company income and gain shall be specially allocated to each such Member or Unitholder in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Member or Unitholder as quickly as possible, provided, however, that any allocation pursuant to this Section 5.3(b)(iii) shall be made only if and to the extent that such Member or Unitholder would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article 5 have been tentatively made as if this Section 5.3(b)(iii) were not in this Agreement.

(iv) Deficit Capital Account. In the event any Member or Unitholder has a deficit Capital Account at the end of any Company fiscal year which is in excess of the sum of (i) the amount such Member or Unitholder is obligated to restore pursuant to any provision of this Agreement, (ii) the amount such Member or Unitholder is deemed to be obligated to restore pursuant to the penultimate sentence of Regulations Section 1.704-2(g)(1) and Regulations Section 1.704-2(i)(5), and (iii) the amount such Member or Unitholder would be deemed obligated to restore if Member Loan Nonrecourse Deductions were treated as Nonrecourse Deductions, each such Member or Unitholder shall be specifically allocated items of Company income and gain in the amount of such excess as quickly as possible, provided, however, that an allocation pursuant to this Section 5.3(b)(iv) shall be made only if and to the extent that such Member or Unitholder would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Article 5 have been made as if Section 5.3(b)(iii) hereof and this Section 5.3(b)(iv) were not in the Agreement.

(v) Curative Allocations. The allocations set forth in Sections 5.1 and 5.5 hereof (the "**Regulatory Allocations**") are intended to comply with certain requirement of Regulations Section 1.704-1(b). Notwithstanding any other provision of this Article 5 (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating other Profits, Losses, and items of income, gains, loss, and deduction among the Members or Unitholders and shall be equal to the net amount that would have been allocated to each such Member or Unitholder if the Regulatory Allocations had not occurred. Notwithstanding the preceding sentence, Regulatory Allocations relating to (i) Nonrecourse Deductions shall not be taken into account except to the extent that there has been a reduction in Company Minimum Gain, and (ii) member Nonrecourse Deductions shall not be taken into account except to the extent that there would have been a reduction in the Company Minimum Gain if the loan to which such deductions are attributable were not made or guaranteed by a Member or Unitholder within the meaning of Regulations Section 1.704-2(i).

Section 5.4. NET CASH FROM OPERATIONS.

The “**Net Cash from Operations**” shall mean the gross cash proceeds from the Company’s operations, which shall include the net cash generated from portfolio, passive, and any leasing or rental of Properties, in the normal course of the Business or the Company’s investment activities, less the portion thereof used to pay or establish reserves for Company expenses, debt payments, capital improvements, replacements, and contingencies, all as determined by the Board. The Net Cash from Operations shall not be reduced by depreciation, amortization, cost recovery deductions or similar allowances but shall be increased by any reductions of reserves.

Section 5.5. ALLOCATIONS.

Allocations shall be as follows:

(a) Losses. After giving effect to the special allocations below, Losses for each fiscal year shall be allocated to the Members or Unitholders in accordance with their Member Percentage (or Unit ownership in the event any non-Member holds Units). Loss allocations, however, shall not exceed the maximum amount of Losses that can be so allocated without causing any Member or Unitholder to have an Adjusted Capital Account Deficit at the end of any fiscal year.

(b) Profits. After giving effect to the special allocations and provisions regarding Distributions below, the Profits for each fiscal year shall be allocated to the Members or Unitholders in accordance with their Member Percentages or Unit ownership, subject to Section 5.3(b)(iii) above.

(c) General.

(i) All items of income, gain, loss, deductions, and any other allocations not otherwise provided for shall be divided in the same proportions as they share Profits and Losses for the fiscal year.

(ii) The Members or Unitholders, as applicable, understand the income tax consequences of this Section and agree to report their shares of income and loss of the Company for income tax purposes in accordance with this Section.

(d) Special and Code Allocations.

(i) Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any fiscal year or other period shall be specially allocated to the Member or Unitholder who bears (or is deemed to bear) the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Treasury Regulation Section 1.704-2(i)(2).

(ii) Code Section 704(c). Income, gain, loss, deduction and tax depreciation with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among Members or Unitholders so as to take into account any variations by the adjusted basis of such property to the Company for federal income tax purposes and its initial “**Gross Asset Value**” (defined as to any asset as the asset's adjusted basis for federal income tax purposes except as otherwise provided in Treasury Regulation Section 1.704-1(b)).

Section 5.6. TAX ALLOCATIONS: CODE SECTION 704(C).

In accordance with Section 704(c) of the Code and the applicable Regulations thereunder, income, gain, loss, deduction and tax depreciation with respect to any property contributed to the capital of the Company, or with respect to any property which has a Gross Asset Value different than its adjusted tax basis, shall, solely for federal income tax purposes, be allocated among the Members or Unitholders so as to take into account of any variation between the adjusted tax basis of such property to the Company and the initial Gross Asset Value of such property (computed in accordance with Section 2(x) hereof).

In the event the Gross Asset Value of any Company asset is adjusted pursuant to Section 2(x) hereof, subsequent allocations of income gain, loss, deduction and tax depreciation with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

Any elections or other decisions relating to such allocations shall be made by the Board in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 5.6 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or Unitholder's ownership or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

Section 5.7. COMPANY FORMATION EXPENSES.

All fees (including legal fees and expenses) incurred by the Board in the formation and organization of the Company and in any amendment to the Company's Articles of Organization and this Agreement shall be deemed Company expenses and shall be paid or reimbursed out of Company funds.

Section 5.8. TIME OF DISTRIBUTION.

The Net Cash from Operations, to the extent such is available and authorized by the Board in its sole and complete discretion, shall be distributed to or for the benefit of Members or Unitholders not less frequently than quarterly, as provided in Section 5.10 below.

Section 5.9. PRIORITY DISTRIBUTIONS.

Except as provided in Section 5.10 below, there shall be no priority distributions to Members or Unitholders.

Section 5.10. DISTRIBUTIONS TO MEMBERS.

Distributions, if any, to the Members or Unitholders shall be as follows provided that, notwithstanding anything in this Agreement to the contrary, it shall be within the complete and sole discretion of the Board whether to make any distributions:

(a) Distributions of Net Cash from Operations. All distributions will be made only in the following order and priority and only to the extent there is Net Cash from Operations legally available for such distributions:

(i) First, to each Unitholder on at least a quarterly basis in cash in an amount sufficient to enable such Unitholder to discharge its cumulative U.S. federal tax liability (excluding interest and penalties) arising as a result of such Unitholder's interest in the Company, determined by

assuming the applicability to such Unitholder of the highest combined effective marginal U.S. federal income tax rate and effective marginal state income tax rate applicable to individuals at the time of such Distributions (the “**Tax Distributions**”). The amount of such tax liability shall be calculated taking into account (A) all cumulative Profits, income, and gain allocated to such Unitholder under this Agreement, (B) all cumulative Losses, deductions or other losses allocated to such Unitholder under this Agreement, (C) the deductibility (to the extent allowed) of state and local income taxes for United States federal income tax purposes, and (D) the character of the Profits, income, credit, loss, or deductions, allocated to such Unitholder. Tax Distributions made to a Unitholder pursuant to this Section 5.10(a)(i) shall be debited against such Unitholder’s Capital Account and shall be treated as an advance Distribution that will reduce on a dollar-for-dollar basis the amount of later Distributions to such Unitholder pursuant to this Agreement. The Board may, in its sole discretion, either (i) make such distributions directly to the Unitholders entitled thereto, or (ii) pay such tax amounts directly to the United States Treasury on the Unitholders’ behalf.

(ii) Second, on at least an annual basis, and with such greater frequency as may be determined by the Board, all Net Cash from Operations, after deducting the amount of any Tax Distributions, shall be distributed to all Members in proportion to their respective Membership Percentages; provided, however, that for any period that the Class A Members have yet to receive sufficient Net Cash From Operations to satisfy the Class A Preferred Return, the distribution of the Net Cash from Operations shall be paid as follows: 50% to the Class A Members, and 50% to all Members in proportion to their respective Membership Percentages. Once the minimum Class A Preferred Return hurdle has been achieved, then all remaining distributions Net Cash from Operations for that period shall revert to being paid to all Members in proportion to their respective Membership Percentages. For any period that a distribution made to all Members in proportion to their respective Membership Percentages will result in the Class A Preferred Return being satisfied, the waterfall described in this Paragraph will not apply. (As an example (solely for the purposes of clarification), so long as the Membership Percentages are divided 80% to the Class A Members and 20% to the Class B Member then, until the Class A Preferred Return hurdle is achieved, then distributions of Net Cash From Operations shall be paid 90% to the Class A Members and 10% to the Class B Member.)

(b) Non-cash Distributions. Non-cash assets, if any, shall be distributed in a manner that reflects how cash proceeds from the sale of such assets for fair market value would have been distributed (i.e. after any unrealized gain or loss attributable to such non-cash assets has been allocated among the Members or Unitholders in accordance with this Section, as if such assets had been sold in a taxable transaction for fair market value). The Board may make disproportionate property distributions at the request of a Member or Unitholder for qualifying events, i.e., charitable donations.

(c) Distributions Upon Liquidation. Upon the occurrence of a Liquidation Event, and subject to Section 9.3, all of the assets of the Company legally available for distribution, if any, will be distributed in the following order and priority:

(i) First, to the Class A Members in proportion to their respective unreturned Capital Contributions, and prior and in preference to any distribution or payment to holders of any other equity security of the Company, an amount equal to all capital contributed by the Class A Members for such Class A Units; and

(ii) Second, to all Members in proportion to their respective Membership Percentages; provided, however, that for any period that the Class A Members have yet to receive sufficient distributions from the Company to satisfy the Class A Preferred Return, the distribution of assets upon liquidation shall be paid as follows: 50% to the Class A Members, and 50% to all Members in

proportion to their respective Membership Percentages. Once the minimum Class A Preferred Return hurdle has been achieved, then all remaining distributions assets shall be distributed to all Members in proportion to their respective Membership Percentages.

(d) Further Tax Distributions. The Board may make disproportionate distributions to cover tax liability not covered by Section 5.10(a)(i).

Section 5.11. CHANGES IN UNIT OWNERSHIP.

If a Member's or Unitholder's Unit ownership or Member Percentage changes during any fiscal year, the allocations to be made pursuant to this Agreement shall be made in accordance with Section 706 of the Code, using any convention permitted by Section 706 of the Code and the Regulations promulgated thereunder and selected by the Board so as to equitably effectuate the allocations of this Article 5.

ARTICLE 6
ACCOUNTING, RECORDS AND REPORTS

Section 6.1. FISCAL YEAR.

The Company's fiscal year shall be the calendar year, from January 1 to December 31.

Section 6.2. ACCOUNTING.

The Board shall cause to be prepared, all required Company reports and returns, including quarterly and annual reports and returns.

Section 6.3. COMPANY BOOKS.

The Board shall cause accurate books, records, and accounts of the assets and financial and investment transactions of the Company to be maintained in reasonable detail, in a manner usually maintained by persons engaged in investment activities of a like character. The books, records and accounts shall at all times be maintained at the Company's location and shall be open to the inspection of the Members or Unitholders at their reasonable request for proper purposes relating solely to their ownership of Units and subject to such confidentiality and other procedures determined by the Board.

Section 6.4. REPORTS TO MEMBERS.

As soon as is practicable in the particular case, the Board shall, upon request, but no less than annually, cause the Accountant to deliver to each Member or Unitholder, as applicable:

- (a) Such information concerning the Company as shall be necessary for the preparation by such Member of its income or other tax returns;
- (b) The Company's federal, state and local income tax returns for that year;
- (c) Such other information as may be determined by the Board as reasonably necessary for the Members to be advised of the results of the operations of the Company.

Section 6.5. CAPITAL ACCOUNTS.

The Board shall maintain records of the Capital Accounts for each Member or Unitholder, as applicable.

Section 6.6. BANK ACCOUNTS.

Funds of the Company shall be deposited in a Company account or accounts in such financial institutions (including any state or federally chartered bank or savings and loan association) as selected by the Board, taking into consideration the financial stability of the financial institution and the availability of FDIC insurance coverage for the Company funds to be deposited. Withdrawals from such bank accounts shall be made only by the Board. The Company shall maintain a single treasury account into which all Member contributions will be deposited. Transfers from the treasury account to the Company's operating account(s) shall be made on an as needed basis as determined by the Board.

Section 6.7. TITLE TO PROPERTY.

Title to the assets and Property of the Company shall be held in the name of the Company or in the name of an entity that is owned in whole or in part directly or indirectly by the Company.

Section 6.8. UNITS LEDGER.

The Board shall maintain a ledger of all outstanding Units and their ownership and all transactions in Units including issuance, repurchases, and transfers. The ledger shall be conclusive as to all such matters.

**ARTICLE 7
MANAGEMENT**

Section 7.1. MANAGEMENT BY THE BOARD.

(a) Authority of the Board. With the exception of matters upon which the approval of the Class A Members is required by this Agreement or by non-waivable provisions of applicable law, the Board will manage or control the business and affairs of the Company. The Board will be elected by the Class A Members in accordance with Section 7.2(b) below. The Board may make all decisions and take all actions for the Company not otherwise provided for in this Agreement, including the following:

(i) entering into, making and performing contracts, agreements and other undertakings binding the Company that may be necessary, appropriate or advisable in furtherance of the purposes of the Company and making all decisions and waivers thereunder;

(ii) maintaining the assets of the Company in good order;

(iii) collecting sums due the Company;

(iv) opening and maintaining bank and investment accounts and arrangements, drawing checks and other orders for the payment of money and designating individuals with authority to sign or give instructions with respect to those accounts and arrangements;

(v) to the extent that Company funds are available therefor, paying debts and obligations of the Company;

(vi) acquiring, utilizing for Company purposes and disposing of any asset of the Company;

- (vii) hiring and employing executives, Officers, supervisors and other personnel;
- (viii) selecting, removing and changing the authority and responsibility of lawyers, accountants and other advisers and consultants;
- (ix) entering into guaranties on behalf of the Company's Affiliates or subsidiaries;
- (x) obtaining insurance for the Company;
- (xi) determining Distributions of cash and other property of the Company as provided in Section 5.10;
- (xii) establishing reserves for commitments and obligations (contingent or otherwise) of the Company;
- (xiii) establishing a seal for the Company;
- (xiv) approving the disposition of all or substantially all of the assets of the Company;
- and
- (xv) approving a merger or similar business combination or consolidation.

(b) The Board may act (A) by resolutions adopted at a meeting and by written consents pursuant to Section 7.3(f), (B) by delegating power and authority to committees or Persons pursuant to Section 7.4, (C) by delegating power and authority to the Class B Member, and (d) by delegating power and authority to any Officer of the Company pursuant to Section 7.6(a).

Section 7.2. COMPOSITION AND ELECTION OF THE BOARD.

(a) Number. The Board will initially consist of three (3) members. The number of the Board Members may be adjusted by the Class A Members by Majority Approval.

(b) Composition. The Board will initially be composed of three Board members: [REDACTED]. Throughout the life of the Company, the Board shall be composed of:

- (i) one (1) member designated by the Core TGLV, LLC;
- (ii) one (1) member designated by [REDACTED] LLC and
- (iii) one (1) member selected jointly by the Class A Members by Majority Approval.

(c) Term. Members of the Board will serve until their resignation, death or removal or the designation of their successors in accordance with the terms hereof. Members of the Board need not be Unitholders and need not be residents of the State of Nevada. A member of the Board may resign as such by delivering his or her written resignation to the Company at the Company's principal office addressed to the Board. Such resignation will be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

(d) Removal; Vacancies. Any Board Member may be removed at any time, with or without cause, by the party or parties that designated such Board Member in accordance with Section 7.2(b).

Vacancies on the Board will be filled by the party or parties entitled to designate or elect, as applicable, Board Members in accordance with Section 7.2(b) above.

(e) Reliance by Third Parties. Any Person dealing with the Company may rely on the authority of the Board (or any Officer authorized by the Board) in taking any action in the name of the Company without inquiry into the provisions of this Agreement or compliance herewith, regardless of whether that action actually is taken in accordance with the provisions of this Agreement. Every agreement, instrument or document executed by the Board (or any Officer authorized by the Board) in the name of the Company with respect to any business or property of the Company will be conclusive evidence in favor of any Person relying thereon or claiming thereunder that (i) at the time of the execution or delivery thereof, this Agreement was in full force and effect, (ii) such agreement, instrument or document was duly executed according to this Agreement and is binding upon the Company and (iii) the Board or such Officer was duly authorized and empowered to execute and deliver such agreement, instrument or document for and on behalf of the Company.

Section 7.3. BOARD MEETINGS AND ACTIONS BY WRITTEN CONSENT.

(a) Quorum; Voting. Three (3) Board Members will constitute a quorum for the transaction of business of the Board. Notwithstanding the foregoing, if a Board Member boycotts a duly noticed and called Board meeting after the first call, the meeting will be re-noticed a second time for one week after the first call and the quorum for the transaction of business of the Board after the second call shall be any two (2) Board Members. Except as otherwise provided in this Agreement, the act of a majority of the Board Members present at a meeting of the Board at which a quorum is present will be the act of the Board. A Board Member who is present at a meeting of the Board at which action on any matter is taken will be presumed to have assented to the action unless his or her dissent is entered in the minutes of the meeting or unless he or she files his or her written dissent to such action with the person acting as secretary of the meeting before the adjournment thereof or delivers such dissent to the Company immediately after the adjournment of the meeting. Such right to dissent will not apply to a Board Member who voted in favor of such action.

(b) Place; Attendance. The Board may hold meetings, both regular and special, either within or without the State of Nevada. At all meetings of the Board, business will be transacted in such order as is determined from time to time by resolution of the Board. Attendance of a Board Member at a meeting will constitute a waiver of notice of such meeting, except where a Board Member attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(c) Meeting in Connection With Member Meeting. In connection with any meeting of Members at which Board Members are elected, the Board Members may, if a quorum is present, hold a first meeting for the transaction of business immediately after and at the same place as such meeting of the Members. Notice of such meeting at such time and place will not be required.

(d) Regular Board Meetings. Board meetings will be held once every other month during the first twelve (12) months following the Effective Date. At least four (4) of such meetings will be held in person. Thereafter, Board meetings will be held every quarter, unless called more frequently by the Class A Members. Notice of such regular meetings shall not be required.

(e) Special Meetings. Special meetings of the Board may be called by any Board Member on at least five (5) business days' advance notice to each other Board Member, or upon such shorter notice as may be approved by all the Board Members. Such notice must state the purpose of, and the

business to be transacted at, such meeting. Any Board Member may waive such notice as to himself or herself.

(f) Action by Written Consent or Telephone Conference. Any action permitted or required by the Act or this Agreement to be taken at a meeting of the Board or any committee designated by the Board may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by all the Board Members or members of such committee, as the case may be. Such consent will have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of the State of Nevada, and the execution of such consent will constitute attendance or presence in person at a meeting of the Board or any such committee, as the case may be. Subject to the requirements of the Act or this Agreement for notice of meetings, the Board Members or members of any committee designated by the Board may participate in and hold a meeting of the Board or any committee, as the case may be, by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting will constitute attendance and presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 7.4. COMMITTEES.

(a) Committees; Generally. The Board may, from time to time, designate one or more committees. Any such committee, to the extent provided in the enabling resolution or this Agreement, will have and may exercise all of the authority of the Board. At every meeting of any such committee, the presence of a majority of all the members thereof will constitute a quorum, and the affirmative vote of a majority of the members present will be necessary for the adoption of any resolution. The Board may dissolve any committee at any time, unless otherwise provided in the Certificate or this Agreement.

(b) Delegation; Generally. The Board may, from time to time, delegate to one or more Persons (including any Board Member or Officer of the Company) such authority and duties as the Board may deem advisable. Any delegation pursuant to this Section 7.40 may be revoked at any time by the Board.

Section 7.5. CLASS B MEMBER.

(a) The Class B Member shall, at the direction of the Board, devote all necessary time and attention to the supervision, management, control of the day-to-day operations of the Company through the implementation of the Business Plan. The Class B Member shall employ sufficient staff to properly carry out its responsibilities hereunder. Other than the distributions it may receive as the holder of the Class B Units and the Management Fee, the Class B Member shall receive no compensation for acting in such management capacity but shall be entitled to reimbursement of its out-of-pocket costs expended in furtherance of its responsibilities. Such reimbursements shall be upon such schedule and terms as may be approved by the Board and as set forth in the Budgets. Any expenditure that materially exceeds the amount set forth in the then-approved Budgets will not be reimbursed without the express approval of the Board. The Class B Member shall be granted signing authority on such bank accounts and Company documents as the Board may from time-to-time deem appropriate.

(b) The Class B Member shall serve in such management capacity until it is removed from that capacity by the Board. The Class B Member may only be removed for "cause," as such is defined below. The following shall constitute "cause" for removal of the Class B Member from its management capacity hereunder:

(i) the commission of any crime or other act, including any act of gross negligence that would disqualify the Class B Member or any officer, employee or agent of the Class B Member from acting in a management capacity for the Company pursuant to any of the Licenses;

(ii) the commission by the Class B Member or any officer, employee or agent of the Class B Member of any improper act, which shall be defined as any act of fraud, theft, embezzlement, or any misappropriation or misuse of Company funds;

(iii) the filing of any petition in bankruptcy with regard to the Class B Member, whether voluntary or involuntary and, with regard to an involuntary filing, such is not dismissed with prejudice within sixty (60) days of the filing;

(iv) any act or failure to act by the Class B Member that would jeopardize the Licenses or the good standing of the Company as determined by an independent third party; or

(v) any determination by the Board that the Class B Member has failed to carry out its responsibilities hereunder, which failure continues after the expiration of the cure period described in the following paragraph.

In the event the Board determines that the Class B Member has failed to carry out its responsibilities pursuant to Section 7.5(b)(v) above, the Board shall notify the Class B Member in writing, detailing such failure. The Class B Member shall have a period of thirty (30) days after its receipt of such notice to cure such failure to the reasonable satisfaction of the Board. Such cure right shall only apply to the "cause" described in Section 7.5(b)(v) above.

Upon the occurrence of a "cause" for removal, the Class B member shall be removed immediately from its management capacity hereunder upon written notice from the Board. The Board may then elect to appoint a new person or entity to perform such management functions upon such terms as the Board deems appropriate. If and when the Class B Member is removed as the Managing Member of the Company it shall thereupon be immediately divested of its Class B Units. In such event, the Company will repurchase the Class B Units at the then Company Member Value and shall thereafter have no further right or interest in the Company or in any distributions therefrom. Such repurchase shall be upon the terms set forth in Section 8.4 hereof.

Section 7.6. OFFICERS.

(a) The Class B Member shall appoint an individual employed by the Class B Member to be the Chief Executive Officer of the Company. The Board may, but is not obligated to, appoint other individuals to serve as Officers of the Company (the "**Officers**") with titles including, but not limited to, Manager, Vice President, Treasurer, Secretary, and any other such title as the Board deems appropriate, or, in the Board's discretion, without any specific title, to act on behalf of the Company with such power and authority which the Board may delegate in writing to any such persons and which is not inconsistent with this Agreement; provided, however, that to the extent not specifically provided in the Board's written delegation, the Company's Officers will have such powers and duties as generally pertain to their respective offices, subject to the control of the Board.

(b) Any Officer may resign at any time upon written notice to the Board. Such resignation will take effect at the time specified therein and, unless otherwise specified therein, no acceptance of such resignation will be necessary to make the resignation effective. The Board may remove any Officer with or without cause at any time as provided in such documentation as the Board will determine. Any such

removal will be without prejudice to the contractual rights of such Officer, if any, with the Company. The appointment of an Officer will not, of itself, create contractual rights.

(c) Any Person dealing with the Company, other than a Unitholder, may rely on the authority of any Officer of the Company in taking any action in the name of the Company without inquiry into the provisions of this Agreement or compliance herewith, regardless of whether that action actually is taken in accordance with the provisions of this Agreement.

Section 7.7. COMPENSATION AND FEES; MANAGEMENT FEE.

Except as expressly set forth in this Agreement or otherwise approved by the Board, no Member, Board Member or Officer shall be entitled to receive any compensation from the Company for its services rendered pursuant to this Agreement nor shall it be entitled to receive any reimbursement for its expenditures, including without limitations, office overhead, travel and entertainment expenses, made pursuant to this Agreement.

The Company shall pay a management fee equal to four percent (4%) of the gross revenues of the Company as a Company expense (the **"Management Fee"**), which Management Fee shall be paid in equal shares to the Class B Member and to CG TGLV, LLC (the Class B Member of Core TGLV, LLC). The Management Fee shall accrue be payable periodically, with the timing of such payments to be determined by the Manager with the express consent of the Board.

Section 7.8. TIME DEVOTED TO THE COMPANY.

The Board Members shall not be required to devote full time to the business of the Company, but shall devote only such time to its duties on behalf of the Company as shall be reasonably necessary to perform or delegate such duties as contemplated hereunder. Any Member and any Board Member may have an interest, directly or indirectly, in various other investment entities or businesses and undertakings not included in the Company. The Members hereby agree that, subject to Section 8.3(g), the creation of the Company, and the assumption by the Board of its duties hereunder, shall be without prejudice to its rights to have such other interests and activities, and to receive and enjoy profits or compensation therefrom, and each Member waives any rights which the waiving Member might otherwise have to share or participate in such other interests or activities and agrees that corporate opportunity or similar doctrines are not applicable to the Board, Members or the Company.

Section 7.9. ROLE OF MEMBERS.

Except as otherwise expressly provided in this Agreement or by law, no Member shall take part in, or interfere with, the management or conduct of the business activities of the Company. No Member shall, without the prior approval of the Board, endorse any note or act as an accommodation party, or otherwise become surety for any person in any transaction that may involve the Company. No Member other than an Officer appointed by the Board shall, on behalf of the Company, lend or borrow without the approval of the Board. The Board has the authority to borrow on behalf of the Company in connection with any borrowing contemplated in this Agreement or otherwise determined by the Board for the investment activities of the Company. Notwithstanding anything herein to the contrary, the Board shall have authority to bind the Company to the acquisition, sale, exchange, financing, or lease of real or personal property and to enter into all related documents and instruments without any further consent or approval from the Members.

Section 7.10. ADVISORY BOARD.

The Board may appoint an "Advisory Board" to advise and assist the Board on matters of policy and governance of the Company. The composition of the Advisory Board and the terms upon which its members will serve and when and where they will meet shall be determined by the Board. It is contemplated that the Advisory Board members will each possess special knowledge and experience which will be valuable to the Board. The Advisory Board shall have no decision making authority. Members of the Advisory Board shall be entitled to indemnity by the Company in accordance with Section 3.4.

Section 7.11. TRANSACTIONS WITH INTERESTED PARTIES.

The Company may enter into any transaction in which a Member, a Board Member or Officer or any Affiliate of a Member, a Board Member or Officer has a personal interest, whether directly or indirectly, as determined by the Board.

Section 7.12. PLANS OF MERGER OR EXCHANGE AND OTHER ACQUISITIONS.

The Board shall have the authority to approve and to cause the Company to enter into plans of merger or exchange as contemplated by NRS 92A.150 (or any successor provision) without the vote or consent of the Members. The Board shall have the authority to abandon and terminate any planned merger or exchange without the vote or consent of the Members. The Board also shall have the authority, without the vote or consent of the Members, to cause the Company to acquire other entities other than through plans of merger or exchange contemplated by NRS 92A.150, including without limitation through exchange or tender offers, acquisitions of stock or other ownership interests or assets. The Members or any other persons holding interests in the Company shall have no dissenters' or appraisal rights. Section 8.1 shall not apply to transactions covered by this Section 7.12. The terms of this Section shall apply notwithstanding that the a Member, a Board Member or Officer or any Affiliate of a Member, a Board Member or Officer is affiliated with or has any interest in any other party to the transactions as manager, member, partner, stockholder, or otherwise.

Section 7.13. ISSUANCE OF UNITS.

Subject to the provisions of this Agreement, the Board shall have complete and sole discretion in determining whether and when to issue Units, the number to be issued at any given time, the total number to be issued, issuance of any fractions of Units, the purchase price, form of consideration, and other terms and conditions.

Section 7.14. COMPLIANCE WITH LAWS AND REGULATIONS GOVERNING THE LICENSES.

Each Board Member, Advisory Board Member, Officer and Committee Member shall comply with the requirements of all law and regulations governing the Licenses. In the event of any failure to so comply the Board, or the remaining Board Members, as applicable, may cause the non-complying individual to be immediately removed from his or her position with the Company.

ARTICLE 8
TRANSFERS OF UNITS

Section 8.1. RESTRICTIONS.

(a) This Article 8 shall apply to all Transfers of Units (or any rights to allocations or distributions or other rights attributable thereto) by Members, other Unitholders or any other person, whether voluntary, involuntary, directly, indirectly, by operation of law, or resulting from divorce, death, incompetence, Disability, Event of Bankruptcy or other proceedings for the benefit of creditors, or otherwise, and shall include assignment, encumbrance, pledge, disposal, sale, exchange, delivery, hypothecation, and transfer (all referred to as "**Transfer**"). If a Member, other Unitholder or other person is either a corporation, limited-liability company, trust, partnership, unincorporated association or other entity, the transfer of any stock or interest in such entity in the aggregate in excess of 9.99% shall be deemed to be a Transfer of Units or other rights attributable thereto within the meaning and scope of this Article 8. Any attempted Transfer other than in accordance with this Agreement, including Article 8, shall be null and void, and the Company shall refuse to recognize such attempted Transfer and shall not reflect on its records the proposed changes in record ownership of Units or other rights attributable thereto pursuant to such attempted Transfer. A "**Permitted Transfer**" for purposes of this Section 8.1 is a Transfer to (i) an inter vivos family trust in which a Member making the Transfer is the trustee and the beneficiaries are such Member, the Member's spouse or lineal descendants and the trust assumes all of the transferring Member's obligations under this Agreement and the transferring Member also remains liable for such obligations to the same extent as if he were still a Member and holder of the transferred Units, or (ii) any Person approved by Majority Approval (each of the foregoing, a "**Permitted Transferee**").

(b) All Units (or any rights to allocations or distributions attributable thereto) or any portion thereof, whether now owned or later acquired, may be Transferred only (i) with the prior express written consent of the Board; (ii) pursuant to a Permitted Transfer, or (iii) pursuant to Section 4.5, Section 7.12, Section 8.2 or Section 8.3 and in the case of clauses (i), (ii) or (iii), only in compliance with federal and state securities laws to the extent applicable and other applicable laws and regulations and subject to such terms and conditions including legal opinions as may be determined by the Board. Any transferee of a Transfer permitted by this Agreement shall be entitled to the allocations and distributions allocable to the Units or rights so acquired but shall not be entitled to the other rights of a Member unless and until such transferee becomes a Member pursuant to the terms of this Agreement. Only in the event that a Member transfers Units with the written consent of the Board or pursuant to a Permitted Transfer, shall the Company promptly take all necessary actions so that each transferee or successor to whom such Units or portion thereof is Transferred is admitted as a Member. The admission of any transferee as a Member shall be effective upon the execution and delivery by such transferee of either a counterpart of this Agreement or an instrument that constitutes the execution and delivery of this Agreement. Each transferor and transferee agrees to pay all expenses, including attorneys' and accountants' fees, incurred by the Company in connection with such Transfer. Upon the Transfer to another person or persons of all of a Member's Units, such Member shall cease to be a Member.

(c) Each transferring Member, Unitholder, or other transferor of Units shall indemnify and hold harmless the Company, the Board, and each other Member and any affiliates of the foregoing against all losses, claims, damages, liabilities, costs and expenses (including legal or other expenses incurred in investigating or defending against any of the foregoing or any judgments, fines and amounts paid in settlement), to which such persons may become subject by reason or arising from (i) any Transfer made in violation of this Agreement or applicable law and (ii) any misrepresentation in connection with such Transfer.

Section 8.2. INVOLUNTARY TRANSFER UPON AN EVENT OF BANKRUPTCY

(a) Upon an Event of Bankruptcy of a Member, the other Member(s) shall have the option to purchase, and in the event such option is exercised, the Member or the bankruptcy estate or Bankruptcy Trustee of the Member (each an **"Involuntary Transferee"**) shall sell, all the Units in the Company now owned or hereafter acquired by the Member who is subject to an Event of Bankruptcy. The election to purchase such Units shall be made within thirty (30) days of the Event of Bankruptcy. The purchase option of the Members shall be based on the pro-rata number of Units that each of the remaining Members has to the total amount of outstanding Units excluding the Involuntary Transferee's Units. If a Member does not wish to purchase all or a portion of the pro rata share of the Involuntary Transferee's Units, then the other Member(s) shall have the option to purchase the remaining Involuntary Transferee's Units within fifteen (15) days after notice that a Member does not desire to purchase such interest or upon the expiration of the 30-day period that such Member had to make the election to purchase and no response was received. If none of the Members elect to purchase the Involuntary Transferee's Units, the Company shall have the option to purchase the Involuntary Transferee's Units pursuant to Section 8.3. The purchase price paid for the Involuntary Transferee's Units shall be paid and computed in accordance with the terms of Section 8.4.

(b) With respect to any Member to which an Event of Bankruptcy has occurred, in no event shall such Member be permitted to participate in the Company in any capacity while such Event of Bankruptcy is pending. The Members hereby agree that with respect to any Member who is subject to an Event of Bankruptcy (and the Members or the Company elect to not purchase the applicable Units as provided herein), this Agreement must be assumed or rejected by the Bankruptcy Trustee within thirty (30) days of the date an Event of Bankruptcy occurs, to the extent applicable and permitted by law.

Section 8.3. REPURCHASE OF UNITS UPON DEMAND BY THE COMPANY.

The Board may, on such terms consistent with this Section 8.3 and Section 8.4 as it may so determine, cause the Company to repurchase Units or rights attributable thereto or any portion thereof if the Board determines or has reason to believe that:

(a) such Units or rights attributable thereto or any portion thereof has been transferred in violation of Section 8.1 or has vested in any person by operation of law as the result of divorce, death, incompetence, Event of Bankruptcy, insolvency or other proceedings for the benefit of creditors, or otherwise; or

(b) ownership of such Units or rights attributable thereto or any portion thereof would cause the Company to be in violation of, or require registration of any Units, or subject the Company to registration or regulation under any securities laws; or

(c) continued ownership may (i) be harmful to the business activities or reputation of the Company or any Affiliate of the Company, (ii) negatively impact the Licenses held by the Company or its ability to remain licensed to conduct its business, or (iii) may subject the Company or the Members to an undue risk of adverse tax or other consequences; or

(d) any of the representations and warranties made by a Member in connection with the acquisition of Units was not true when made or has ceased to be true; or

(e) the Member, other Unitholder, or other person has defaulted in any obligation to the Company arising other than under this Agreement; or

- (f) the Member, other Unitholder, or other person dies or suffers a Disability.

The occurrence of any of the foregoing events or conditions shall create an option on behalf of the Company to repurchase such Units or rights attributable thereto ("**Repurchase Option**"). The Company shall have ninety (90) days from the date the Member, Unitholder or other person as applicable gives written notice to the Company of the event or condition that caused the Repurchase Option to exercise such Repurchase Option before it lapses. Notwithstanding the foregoing, the failure to give notice shall not prevent the Company from exercising the Repurchase Option upon the occurrence of any such event or condition. If an event or condition occurs which creates a Repurchase Option which the Company waives or allows to lapse, if and when another event occurs under this Section, a new ninety (90) day Repurchase Option will commence.

Any repurchases under this Section 8.3 shall be mandatory to the Member, other Unitholder, or other person and they shall promptly execute all instruments and take all other action necessary or desirable to consummate the repurchase, provided that the transfer contemplated by this Section shall be effective notwithstanding any refusal or failure to deliver any such instruments. The Company shall receive a credit against the purchase price in the amounts owing to the Company under any provision of this Agreement ("**Purchase Price Credit**"). To the extent that Sections 8.3(a), 8.3(d), or 8.3(e) apply, then subject to the following sentence, the provisions of Section 4.5 shall also apply. Otherwise, the remedy under this Section 8.3 or other applicable remedies in this Agreement are the exclusive remedies. If the Company has the right to repurchase Units (or rights attributable thereto or any portion thereof) pursuant to this Section 8.3, then the Units (or the Units underlying any rights attributable thereto) subject to the Company's right to repurchase shall have no voting power until such time as the Board determines to restore such voting power or the Units (or the Units underlying any rights attributable thereto) are transferred to a Member or a person who is admitted as a Member pursuant to the terms of this Agreement.

Section 8.4. TERMS OF PURCHASES OR REPURCHASES.

Purchases by Members pursuant to Section 8.2 or repurchases by the Company pursuant to Section 8.3 shall be payable in cash and/or in promissory note(s) (to the extent not covered by a Purchase Price Credit with respect to repurchases by the Company) in the discretion of the purchasing Member or Board, as applicable, provided that not less than 20% of the purchase price not covered by a Purchase Price Credit (or the entire purchase price in the event of a purchase by a Member pursuant to Section 8.2) shall be paid in cash and the balance in not more than three (or, if the Purchase Price exceeds the sum of \$10,000,000, up to five) equal annual installments of principal beginning one year from the date such promissory note(s) is executed and annually thereafter, with interest accruing from the date such promissory note is executed at the rate equal to Prime plus 200 basis points. Any cash portion of the purchase price for any such purchase or repurchase shall be paid within ninety (90) days following the delivery of written notice by the Member or Board, as applicable, to the Member, other Unitholder, or other person that the Member or Company, as applicable, is exercising its rights to purchase or repurchase such Units (or other rights attributable thereto) or any portion thereof. Repurchases pursuant to Section 8.3 shall be subject to any other terms and conditions as the Board may impose and shall be effective as of a date set by the Board. The Member or other person holding the purchased or repurchased interests shall promptly execute and deliver all documents necessary or desirable to consummate the transfer, but the transfer contemplated by this Section shall be effective notwithstanding the failure to deliver any such documents. The purchase price due to any Member, other Unitholder, or other person shall be: (i) if a repurchase by the Company pursuant to Section 8.3, equal to the balance of the Capital Account associated with such Units, or (ii) if a purchase by a Member pursuant to Section 8.2, equal to 100% of the Unit Value multiplied by the number of Units purchased.

ARTICLE 9
TERM AND TERMINATION

Section 9.1. DURATION.

The Company shall be perpetual and shall terminate and dissolve only as provided in the Articles of Organization.

Section 9.2. DISSOLUTION OF COMPANY.

The Company shall be terminated and dissolved only upon the occurrence of the earlier of any of the following events:

- (a) the affirmative vote of 75% of the total voting power of the Class A Members to dissolve the Company; or
- (b) the entry of a dissolution decree or judicial order by a court of competent jurisdiction or by operation of law.

Section 9.3. WINDING UP OF THE COMPANY.

On dissolution and termination of the Company under this Agreement or applicable law, except as otherwise provided in this Agreement, the continuing operation of the Company's investment activities shall be confined to those activities reasonably necessary to wind up the Company's affairs, discharge its obligations, and either liquidate the Company's assets and deliver the proceeds of liquidation, or preserve and distribute its assets in kind promptly on dissolution. A notice of dissolution shall be published under applicable Nevada law or as otherwise appropriate.

Section 9.4. TERMINATION OF COMPANY.

(a) Upon dissolution of the Company, the Company shall be terminated as rapidly as the Company's investment activities circumstances will permit. At the direction of the Board, a full accounting of the assets and liabilities of the Company shall be taken and a statement of the Company assets and a statement of each Member's capital account shall be furnished to all Members as soon as is reasonably practicable. The Board shall take such action as is necessary so that the Company's investment activities shall be terminated, its liabilities discharged and its assets distributed as hereinafter described, and shall be subject to and act in accordance with the provisions of this Agreement. The Board shall sell all of the Company's assets and may not distribute the Company's assets in kind. A reasonable period of time shall be allowed for the orderly termination of the Company to minimize the normal losses of a liquidation process.

(b) After the payment of all expenses of liquidation and of all debts and liabilities of the Company in such order or priority as provided by law (including any debts or liabilities to Members, who shall be treated as secured or unsecured creditors, as may be the case, to the extent permitted by law, for such sum loaned to the Company, if any, as distinguished from capital contributions) and after all resulting items of Company income, gain, credit, loss or deduction are credited or debited to the Capital Accounts of the Members in accordance with Articles 4 and 5 hereof, all remaining Company assets shall then be distributed among the Members in accordance with and pursuant to Section 5.10 hereof. Upon termination, a Member may not demand and receive cash in return for such Member's Capital Contributions and no Member shall have any obligation to restore any deficit that may then exist in the Member's Capital Account.

ARTICLE 10
REPRESENTATIONS AND WARRANTIES

Each Member warrants and represents the following:

(a) that he is familiar with the investment activities proposed to be conducted by the Company and that he has not (i) committed an Excluded Felony, as such is described in NRS 453A.322(3)(b) or NRS 453A.104; (ii) been involved in any capacity in another marijuana establishment which has had its certificate revoked; or (iii) had a marijuana establishment agent registration card revoked.

(b) if an entity, such Member is a corporation duly organized or a partnership, limited-liability company, or trust duly formed, validly existing, and in good standing under the laws of the jurisdiction of its incorporation or formation and has the corporate, partnership, company, or trust power and authority to own its property and carry on its investment activities as owned and carried on at the date hereof and as contemplated hereby. Such Member is duly licensed or qualified to conduct investment activities and in good standing in each of the jurisdictions in which the failure to be so licensed or qualified would have a material adverse effect on its financial condition or its ability to perform its obligations hereunder. Such Member has the individual, corporate, partnership, company, or trust power and authority to execute and deliver this Agreement and to perform its obligations hereunder and the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate, partnership, company, or trust action. In addition, all internal committee approvals or other internal requirements have been obtained and all internal procedures have been completed whether or not required by law. This Agreement constitutes the legal, valid, and binding obligation of such Member and such Member is ready, willing, and able to perform all of its obligations under this Agreement unconditionally except for the conditions set forth in this Agreement;

(c) neither the execution, delivery, nor performance of this Agreement nor the consummation by such Member of the transactions contemplated hereby: (i) will conflict with, violate or result in a breach of any of the terms, conditions or provisions of any law, regulation, order, writ, injunction, decree, determination, or award of any court, any governmental department, board, agency or instrumentality, domestic or foreign, or any arbitrator, applicable to such Member; (ii) will conflict with, violate, result in a breach of or constitute a default under any of the terms, conditions or provisions of the articles of incorporation or organization, bylaws, partnership agreement, operating agreement, or trust documents of such Member or of any material agreement or instrument to which such Member is a party or by which such Member is or may be bound or to which any of its material properties or assets is subject; (iii) will conflict with, violate, result in a breach of, constitute a default under (whether with notice or lapse of time or both), accelerate or permit the acceleration of the performance required by, give to others any material interests or rights, or require any consent, authorization or approval under any indenture, mortgage, lease agreement or instrument to which such Member is a party or by which such Member is or may be bound; or (iv) will result in the creation or imposition of any lien upon any of the material properties or assets of such Member.

(d) that he has been advised and understands and agrees that his Units may not be sold, transferred, or otherwise disposed of except as provided herein;

(e) that he understands that the securities being purchased hereby have not been registered under the Securities Act of 1933, (the "**Act**"), or any State securities laws, in reliance on an exemption for private offerings and, therefore, the securities cannot be resold unless they are

registered under the Act and applicable State securities laws or unless an exemption from such registration is available;

(f) that he is a "**sophisticated investor**" with substantial prior experience in high-risk business investments and is aware of and familiar with the risks associated with a private limited liability company and qualifies as an "**accredited investor**" (as such is defined in Rule 501 of Regulation D, promulgated under the Act);

(g) that he is purchasing his Units for his own account, for investment only, and with no intention of distributing, reselling, pledging, or otherwise disposing of his Units;

(h) that he was not solicited to purchase the Units by any means of general solicitation, including but not limited to the following: (i) any advertisement, article, notice or other communication published in any newspaper, magazine, or similar media, or broadcast over television or radio; or (ii) any meeting where attendees were invited by any general solicitation or general advertising;

(i) that he understands that all projections and financial or other materials which he may have been furnished are not based on historical operating results, because no reliable results exist, and are based only upon estimates and assumptions which are subject to future conditions and events which are unpredictable and which may not be relied upon in making an investment decision;

(j) that he is familiar with the type of investment which the Units constitute and has had full and fair opportunity to review the purchase of the Units, this Agreement, with his tax and independent legal counsel and investment representatives to the extent he deems necessary and that he and such counsel and advisers have had the opportunity to ask questions and have received satisfactory answers thereto and have had the opportunity to request additional materials and have received or been granted satisfactory access to such materials;

(k) that he is relying solely on the legal, tax, and investment professionals retained by him, and not on any statements or representations of the Company or any of its agents, counsel or advisors, for investment, legal, or tax advice with respect to this investment or the transactions contemplated by this Agreement;

(l) that he has received, read, and understands the terms of this Agreement and understands that investment in the Company involves a high degree risk, that he could lose his entire investment and nonetheless remain liable for additional capital contributions, expenses, and Taxes;

(m) that he has the individual net worth or joint net worth with his spouse sufficient to bear the risk of losing his entire investment and also continuing to make all required capital contribution and paying his taxes;

(n) that he has adequate means of providing for his financial requirements, both current and anticipated, and has no need for liquidity in the investment;

(o) that his overall commitment to investments that are illiquid and/or speculative is not disproportionate to his net worth or investment portfolio and his investment in the Units will not cause such overall commitment to become excessive;

(p) that he is a citizen or permanent resident of the United States and resident and domiciliary of the state of Nevada; and

(q) that the representations and warranties contained herein are true and correct as of the date of this Agreement and shall remain true and correct thereafter.

ARTICLE 11 MISCELLANEOUS

Section 11.1. POWER OF ATTORNEY.

Each Member on behalf of himself and any successor or assign who may acquire Units or any rights attributable thereto hereby grants to the Board an irrevocable power of attorney which is coupled with an interest to execute and deliver in the name and on behalf of such Member or other person any deed, agreement, amendment, instrument or document required to be so executed under this Agreement or under applicable law.

Section 11.2. AMENDMENTS.

This Agreement may be amended at any time and from time to time, only by Majority Approval of the Class A Members. The Articles of Organization similarly may be amended at any time and from time to time only by Majority Approval and approval of the Board. Notwithstanding the preceding two sentences, any provision in this Agreement or the Articles of Organization which requires a greater percentage or proportion of votes (or the vote, approval or consent of Board) for the taking of any action (or to refrain from any action) shall not be amended except with the vote required by such provision.

Section 11.3. NOTICES.

Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be hand delivered, sent via facsimile, electronic mail or similar electronic method, overnight delivery, first class or certified mail, return receipt requested. Notice shall be effective: (a) if hand delivered, when delivered; (b) if sent via facsimile or electronic mail or similar electronic method, on the day of transmission thereof on a proper facsimile machine or computer, as applicable, with confirmation provided that a duplicate notice is sent simultaneously by another approved method; (c) if sent via overnight delivery, on the day of delivery thereof by a reputable overnight courier service, delivery charges prepaid; and (d) if mailed, on the third business day after the deposit of such item in the mail, postage prepaid. Notices to the Company shall be similarly given and addressed to the Company at its principal address. Notices to Members shall be delivered to the last known address for each Member. Such addresses may be changed by written notice to the Company and the other Members.

Section 11.4. SEVERABILITY.

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Section 11.5. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the Members relating to the rights granted and obligations assumed under this Agreement. Any oral representations or modifications concerning this Agreement shall be of no force or effect unless contained in a subsequent written modification signed by the Members.

Section 11.6. BINDING EFFECT.

Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Members and their respective heirs, legatees, legal representatives, successors, transferee, and assigns as authorized by this Agreement.

Section 11.7. CONSTRUCTION.

Every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Member.

Section 11.8. TIME.

Time is of the essence with respect to this Agreement.

Section 11.9. HEADING.

Article, section, and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

Section 11.10. INCORPORATION BY REFERENCE.

Any exhibit or schedule attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference.

Section 11.11. VARIATION OF PRONOUNS.

All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural as the identity of the person or persons may require.

Section 11.12. WAIVER OF ACTION FOR PARTITION.

Each of the Members irrevocably waives any right that it may have to maintain any action for partition with respect to any Property.

Section 11.13. COUNTERPART EXECUTION.

This Agreement may be executed in any number of counterparts with the same effect as if all of the Members had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

Section 11.14. FURTHER DOCUMENTS.

Each Member agrees to perform any further acts and to execute and deliver any further documents reasonably necessary or proper to carry out the intent of this Agreement.

Section 11.15. ATTORNEYS' FEES.

If an action is instituted to enforce the provisions of this Agreement, the prevailing party or parties in such action, including appeals, shall be entitled to recover from the losing party or parties its or their reasonable attorneys' fees and costs as set by the court.

Section 11.16. ELECTIONS MADE BY COMPANY.

All elections required or permitted to be made by the Company under the Code shall be made by the Board on behalf of the Company, in such manner as in its judgment will be most advantageous to the Company.

Section 11.17. GOVERNING LAW; VENUE.

The laws of the State of Nevada (without giving effect to the conflicts of laws principles thereof) shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties arising hereunder. The rights and remedies of each person under this Agreement are the exclusive remedies. If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try in good faith to resolve the dispute by non-binding mediation administered by the American Arbitration Association under its Commercial Financial Disputes Mediation Rules, before resorting to court proceedings. Thereafter, any unresolved matter shall be resolved by court proceedings in accordance with this Section 11.17. Each Member: (a) agrees that any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted exclusively in Nevada State Court, County of Clark, or in the United States District Court for the District of Nevada; (b) waives any objection to the venue of any such suit, action or proceeding and the right to assert that such forum is not a convenient forum; and (c) irrevocably consents to the jurisdiction of the Nevada State Court, County of Clark, and the United States District Court for the District of Nevada in any such suit, action or proceeding. Each Member further agrees to accept and acknowledge service of any and all process that may be served in any such suit, action or proceeding in the Nevada State Court, County of Clark, or in the United States District Court for the District of Nevada and agrees that service of process upon it mailed by certified mail to its last known address shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding.

Section 11.18. SPECIFIC PERFORMANCE.

Except with respect to Section 11.19 below, the parties agree that under no circumstances shall specific performance or any other equitable remedy be available to the Company, the Board, any Member or any successor of any of the foregoing for a Member's failure to timely perform any obligation under this Agreement or other breach of this Agreement.

Section 11.19. CONFIDENTIALITY

(a) General. Except as contemplated hereby or required by a court of competent authority, each Member shall keep confidential and shall not disclose to others and shall use reasonable efforts at its own cost and expense to prevent any of such Member's affiliates and any present or former employee, agent and representative of such Member, or such Member's affiliates, from disclosing to others without the prior written consent of the Board any confidential information. The term "**confidential information**" is used in this Section 11.19 to describe information that is confidential, non-public or proprietary in nature, was provided to such Member or its representatives by the Company or the Board, or such person's agents, representatives and employees, and relates either directly or indirectly to the Company or the Board. Confidential information includes, without limitation, information that pertains to: (a) this Agreement or any of the matters contemplated hereby; (b) all information heretofore or hereafter provided by the Board regarding the Property, the Company, the Company's business activities, financial condition or results, or other matters concerning the Company or the Board, provided, however, that any Member may disclose to such Member's employees, agents, and representatives on a "need to know" basis any information made available to such Member but only to the extent contemplated by this Agreement or in connection with the ownership of the Units and only after such Member has informed such persons of the confidentiality requirements and instructed such persons to comply with them and such persons have agreed to treat such information confidentially. Confidential information does not include

information that: (i) is available, or becomes available, to the public through no fault or action by such Member, or such Member's agents, representatives or employees; (ii) is now known or that becomes available on a non-confidential basis from any source other than the Company or the Board, or such person's agents, representatives or employees where such source is not prohibited from disclosing such information; (iii) is independently developed, discovered or arrived at by such Member without using any of the confidential information. In the event that a Member becomes legally compelled (by law, order, regulation, ruling, deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, such Member shall provide the Board with prompt prior written notice of such requirement so that the Board may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or that the Company waives compliance with the provisions hereof, the Member agrees to furnish only that portion of the Confidential Information which the Member is advised by written opinion of counsel is legally required and to exercise best efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

(b) Survival. This Section 11.19 shall remain in effect notwithstanding any termination of such status as Member for any reason including, without limitation, dissolution of the Company. The parties agree that breach of this Section 11.19 would cause irreparable harm such that injunctive and other equitable relief would be required.

Section 11.20. CREDITORS

None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company, any Board or any Member. The interest of a Member subject to a charging order may not be foreclosed upon or otherwise sold pursuant to court order without Majority Approval, excluding for purposes of such vote the Member whose interest is so charged. The Act provides the exclusive remedy by which a judgment creditor of a Member or an Assignee may satisfy a judgment out of the Member's interest. Any holder of a charging order shall be responsible for all obligations of the Member upon whose interest such charging order is obtained, including all obligations to pay any tax due with respect to so said Member's Membership Interest or any Profits or Distributions allocable to the Member from the Company.

IN WITNESS WHEREOF, the Members have executed this Agreement as of the date first above written.

CLASS B MEMBER:

[REDACTED], a Nevada limited-liability company

By: _____


Las Vegas, NV. 89118

[Members' Signatures Follow]

CLASS A MEMBERS:

CORE TGLV, LLC, a Nevada limited-liability company

By: Core Valley View Manager, LLC
Its: Manager

By: 
I. Scott Bogatz
Its: Manager

3455 Cliff Shadows Parkway, Suite 220
Las Vegas, NV 89129

KOURETAS CAPITAL, LLC, a Nevada limited-liability company

By: 
Demetrios Kouretas

5570 S. Valley View Blvd.
Las Vegas, NV. 89118

SCHEDULE A – MEMBERS

<u>Names</u>	<u>Initial Capital Contribution</u>	<u>Class A Membership Units</u>	<u>Membership Percentage</u>
<u>Class A Members</u>			
████████ Capital, LLC	\$1,400,000	1,400,000	35%
Core TGLV, LLC	\$1,600,000	1,800,000	40%
JF Consulting, LLC	\$200,000	200,000	5%
<hr/>			
<u>Class B Member</u>		<u>Class B Units</u>	
████████ Management, LLC		100	20%

The following is the current capital schedule as of the date of this Amended and Restated Operating Agreement (following the redemption of the JF Consulting, LLC Interest and the recent Capital Calls and the repayment by ██████ Capital, LLC of the \$1 million shortfall loan):

<u>Names</u>	<u>Capital Contribution</u>	<u>Class A Membership Units</u>	<u>Membership Percentage</u>
<u>Class A Members</u>			
████████ Capital, LLC	\$3,375,000	3,375,000	16.88%
Core TGLV, LLC	\$12,625,000	12,625,000	63.12%
<hr/>			
<u>Class B Member</u>		<u>Class B Units</u>	
████████ Management, LLC		100	20%

EXHIBIT "A"

INITIAL BUSINESS PLAN AND BUDGETS

See the Business Plan and Budgets set forth in the Company's MME Application.



BRIAN SANDOVAL
Governor
JAMES DEVOLLO
Chair, Nevada Tax Commission
BILL ANDERSON
Executive Director

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

LAS VEGAS OFFICE
Grant Sawyer Office Building, Suite 1300
555 E. Washington Avenue
Las Vegas, Nevada 89101
Phone: (702) 486-2300 Fax: (702) 486-2373

RENO OFFICE
4600 Kietzke Lane
Building L, Suite 235
Reno, Nevada 89502
Phone: (775) 887-9999
Fax: (775) 888-1303

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

September 13, 2018

Amanda Connor
TGIG, LLC
710 Coronado Center Dr. Suite 121
Henderson, NV 89052

State of Nevada Application ID Numbers:	MME Certificate	C041 - 15746787020481348783
	ME License	# 1017713391-002-CUL
	MME Certificate	D045 - 13780932467124103722
	ME License	# 1017713391-001-DIP
	MME Certificate	D048 - 30874613240466723894
	ME License	# 1017713391-003-DIP
	MME Certificate	P025 - 82520430841834014810
	ME License	# 1017713391-002-PRO
	MME Certificate	T080 - 15746787020481348783
	ME License	# 1017713391-002-DIT
	MME Certificate	T081 - 30874613240466723894
	ME License	# 1017713391-003-DIT

Subject: MME Ownership Change

Dear Ms. Amanda Connor:

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

<u>Name</u>	<u>% Held</u>
Core TGLV, LLC	63.1200%
Palo Verde Assets, LLC:	
Merle Toumey	0.5150%
Daniel Badger	0.0860%
Donna Badger	0.0860%
Daniel Carvalho	0.3430%
John Bertuccini	0.1720%
Victor Alvarez	0.5150%
Thousand Lakes Investment, LLC:	
Scott Bogatz	22.0790%

Alternative Equities, LLC:	
Sierra Heckman	8.5720%
CG TGLV, LLC:	
Nycole Cummings	12.6420%
Scott Bogatz	12.6240%
Nycole Cummings	0.9500%
Carla Jo Snyder	1.0290%
Brisco Holdings, LP:	
Stanley Brzyszek	1.1235%
Christine Brzyszek	1.1235%
Dahlia Ventures, LLC:	
Brandon Wiegand	0.1370%
Thomas Devore	0.2570%
Leslie Devore	0.2570%
Bill Boschetto	0.2750%
IB-159, LLC:	
Scott Bogatz	0.3430%
Kouretas Capital, LLC	16.8800%
Brian Hyun	1.4850%
DT Assets, LLC:	
Daniel Harris	1.0000%
SJW Investments, LLC:	
Scott Wisniewski	4.0000%
Demetrious N. Kouretas	10.3950%
Kouretas Management, LLC	20.0000%
Demetrious N. Kouretas	17.5000%
Brian Hyun	2.5000%
Total	100.00%

Please feel free to contact us at marijuana@tax.state.nv.us if you have any questions.

Sincerely,



Steve Gilbert, Program Manager II
Department of Taxation, Marijuana Enforcement Division



5.2.8

PART 1

DOCUMENTATION OF LIQUID ASSETS

DOT-TGIG000091

0019-00091
SA001899

5.2.8 **Tab VIII** – *Documentation of liquid assets*

Documentation demonstrating the liquid assets and the source of those liquid assets from a financial institution in this state or in any other state or the District of Columbia must be included in this tab and demonstrate the following criteria:

- 5.2.8.1. That the applicant has at least \$250,000 in liquid assets which are unencumbered and can be converted within 30 days after a request to liquidate such assets; and
 - 5.2.8.2. The source of those liquid assets.
-

TGIG, LLC, the applicant, has liquid assets in the amount of \$6,025,000 in Meadows Bank that can be liquidated within 30 days after a request to liquidate such assets as evidenced by the letter dated September 19, 2018 attached hereto as **Exhibit A**.

Furthermore, TGIG, LLC, the applicant, has liquid assets in the amount of \$682,661.25 in Safe Harbor Bank that can be liquidated within 30 days after a request to liquidate such assets as evidenced by the letter dated September 10, 2018 attached hereto as **Exhibit B**.

Finally, as evidenced by the attached affidavits, owners of TGIG, LLC have unconditionally committed funds for the use of pre-operational and first year of operation costs of a new retail marijuana store if the Department grants TGIG, LLC a retail marijuana store license. The total of those unconditionally committed funds is \$4,049,684.78. These funds are liquid assets that could be converted within 30 days (see **Exhibit C**).

Therefore, TGIG, LLC has a total of \$10,757,346.03 in liquid assets which are unencumbered and can be converted within 30 days after a request to liquidate such assets.

Exhibit A

5.2.8. Tab VIII - Page 2 of 49
DOT-TCIS000093

0019-00093

SA001901



September 19, 2018

Clark County Department of Business License
500 South Grand Central Parkway
Las Vegas, Nevada 89155

RE: TGIG, LLC [REDACTED]

Dear Sirs,

The above referenced business account is open and, as of September 19, 2018, currently has funds on deposit in the amount of \$6,025,000. available for immediate withdrawal. This information is provided at the request of our depositor, TGIG, LLC.

Please contact me at (702) 471-2060 with questions or concerns.

Sincerely,

Linda Kuhn

EVP, Branch Administrator

ORGANIZERS/
DIRECTORS

Andre Agassi

Daniel Ayala

Thomas Breitling

William Bullard

Roger Bulloch

Lorenzo Fertitta

Brian Greenspun

Paul Huygens

Jim King

Arvind Menon

Steve Miller

Timothy Poster

Key Reid

Perry Rogers

Exhibit B

SAFE HARBOR
SERVICES

September 10, 2018

To Whom it May Concern:

TGIG, LLC has funds in the amount of \$682,661.25 available in its Safe Harbor checking account that can be liquidated within 30 days. Please contact me at 303-431-3444 if you have any questions

Thank you,



Sheila Irsik

SAFE HARBOR
SERVICES

sheilai@safeharborforbusiness.com

Direct: 303-431-3444

Cell: 720-951-6108

Exhibit C

5.2.8. Tab VIII - Page 6 of 49
DOT-TCIS000097

0019-00097

SA001905

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STATE OF Nevada)
) ss.
COUNTY OF Clark)

The undersigned, [REDACTED] after first being duly sworn on oath states:

1. As demonstrated in the financial statement attached as Exhibit A to this affidavit, I am in control of \$117,000 in assets.
2. In the event the Department of Taxation issues a retail marijuana establishment license to the applicant TGIG, LLC, I unconditionally commit \$117,000 to the use of the applicant.

[REDACTED]

Subscribed and sworn to before me this 17th day of September, 2018 by

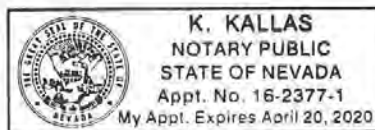
[REDACTED]

My Commission Expires:

4-20-20

NOTARY PUBLIC

K Kallas



[My Accounts](#) [Transfers](#) [Bill Payments](#) [Send Money](#) [Deposits](#) [Customer Service](#) [Products & Services](#)[Choose an Account](#) [My Documents](#) [My Rewards](#)

I'd Like to...

View[Account Information](#)
[Full Account & Routing Number](#)
[Online Statements](#)**Take Action**[Overdraft Options](#)
[U.S. Bank Simple Loan](#)
[Set Up Account Alerts](#)
[Set Up Automatic Transfer](#)
[Set up cards for travel](#)
[Deposit a Check](#)
[Find Past Check or Deposit Slip Images](#)
[Order/Review Checks](#)
[Lost or Stolen Card/Check](#)**Transfer Money**

From Account

To Account

\$ mm/dd/yyyy

[Continue](#)[Pay a U.S. Bank Account](#)[Pay Bills](#)[Send Money with](#)[Get a Cash Advance](#)

ISB Checking (Checking)

[Manage Nickname](#)**Account Summary****Account Balance** **\$117,926.68**
Available Balance **\$117,926.68**

You may be able to borrow \$100 - \$1,000 from the comfort of your home.
Apply for a U.S. Bank Simple Loan. Learn more and start making your regular funding payments.

[Get started](#)**Account Activity**[Transactions](#) [Search](#)[Print Transactions](#) | [Download Transactions](#)

Show The Past		Per page		1 of 5	
90 days		30			
Date	Description	Check #	Deposits	Withdrawals	Acct Balance
Completed Transactions					
09/14/2018	Electronic Deposit 09/14 Bogatz & Associa		\$3,477.44		\$117,926.68
09/13/2018	Zelle Standard Pmt To Kerry Kleiman Usdbnmfjx6c			\$50.00	\$114,449.24
09/11/2018	Zelle Instant Pmt To Matthew Bogatz Usdbnmf5f0iq			\$20.00	\$114,499.24
09/10/2018	Check View Image	6050		\$2,500.00	\$114,519.24
09/10/2018	Zelle Instant Pmt To Matthew Bogatz Usdbnm0uxrald			\$50.00	\$117,019.24
09/07/2018	Check View Image	6052		\$260.00	\$117,069.24
09/07/2018	Check View Image	6051		\$400.00	\$117,329.24
09/07/2018	Zelle Instant Pmt To Matthew Bogatz Usdbnmymh66b			\$175.00	\$117,729.24
09/05/2018	Check View Image	1474		\$2,551.60	\$117,804.24
09/04/2018	Web Authorized Pmt Barclaycard			\$19,500.00	\$120,455.64
09/04/2018	Electronic Check Chase Credit Crd	1875		\$2,762.93	\$139,955.84
09/04/2018	Web Authorized Pmt Suntrust Mtge			\$1,250.00	\$142,718.77
09/04/2018	Web Authorized Pmt Firstservice Res			\$618.15	\$143,866.77
09/04/2018	Web Authorized Pmt Bmw Financial Se			\$431.61	\$144,566.92
09/04/2018	Web Authorized Pmt Bank Of America			\$250.00	\$145,018.83
09/04/2018				\$115.62	\$145,268.83

Answers

Date	Description	Check #	Deposits	Withdrawals	Acct Balance
	Web Authorized Pmt Firstservice Res				
09/04/2018	Zelle Instant Pmt To Matthew Bogatz Usbbimoebs			\$40.00	\$145,384.45
09/04/2018	Internet Banking Transfer Withdrawal 5430			\$1,500.00	\$145,424.45
09/04/2018	Internet Banking Transfer Withdrawal 6389			\$4,766.23	\$146,924.45
09/04/2018	Zelle Instant Pmt To Sydney Bogatz Usbbasmms3			\$308.00	\$151,690.68
09/04/2018	Zelle Instant Pmt To Matthew Bogatz Usbbijonver7			\$360.00	\$151,998.68
08/31/2018	Internet Banking Transfer Deposit 4873		\$12,000.00		\$152,358.68
08/31/2018	Zelle Instant Pmt To Matthew Bogatz Usbbkpw37dop			\$200.00	\$140,358.68
08/31/2018	Electronic Deposit Bogatz & Associa		\$3,514.80		\$140,558.68
08/29/2018	Zelle Instant Pmt To Matthew Bogatz Usbbkbacmjwf			\$26.00	\$137,043.88
08/27/2018	Zelle Instant Pmt To Matthew Bogatz Usbbimnizmk			\$38.00	\$137,069.88
08/24/2018	Check View Image	1473		\$835.54	\$137,107.66
08/24/2018	Check View Image	1472		\$210.52	\$137,743.42
08/24/2018	Zelle Instant Pmt To Matthew Bogatz Usbbijyyedam			\$200.00	\$137,954.34
08/21/2018	Zelle Instant Pmt To Matthew Bogatz Usbbhtkxxtl			\$177.00	\$138,154.34

30

Per page

1 of 5

Connection Secured

[Privacy Pledge](#) [Legal Agreements](#) [CoBrowse](#)© 2018 U.S. Bank
DLB, MN-APE 51 018 08 9114 |For U.S. Bank:
Equal Housing Lender. Deposit products offered by U.S. Bank National Association. Member FDIC.
U.S. Bank is not responsible for and does not guarantee the products, services or performance of U.S. Bank's affiliates.

Answers

[https://onlinebanking.usbank.com/USB/af\(e9G6GPWKHoE4H5dTqDOJ\)/AccountDashbo...](https://onlinebanking.usbank.com/USB/af(e9G6GPWKHoE4H5dTqDOJ)/AccountDashbo...) 9/14/20185.2.8. 10/11/2018 Page 2 of 2
DOT-FCB0001000019-00100
SA001908

1
2 STATE OF Nevada)
3) ss.
4 COUNTY OF Clark)

5 The undersigned, [REDACTED], after first being duly sworn on oath
6 states:
7

- 8 1. As demonstrated in the financial statement attached as Exhibit A to this
9 affidavit, I am in control of \$490,313.78 in assets.
10 2. In the event the Department of Taxation issues a retail marijuana
11 establishment license to the applicant TGIG, LLC, I unconditionally
12 commit \$490,313.78 to the use of the applicant.

13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 Subscribed and sworn to before me this 11th day of September, 2018 by
18 [REDACTED]

19 My Commission Expires:

20 02/05/2019

21 NOTARY PUBLIC

22 *Kelly Hermanson*
23





wellsfargo.com

09/07/2018

Town Center

1900 Village Center Circle
Las Vegas, NV 89134

Dear To Whom It May Concern:

This letter is verification that the Customer named above has the following deposit accounts with Wells Fargo.

Account Number	Date Opened	Current Balance*
	04/20/2016	\$307,992.87
	02/12/2007	\$182,320.91
	03/30/2016	\$24,712.35
N/A	N/A	N/A
N/A	N/A	N/A

*The Balance is the opening available balance as of the date of this letter but such balance does not include any uncollected items and/or amounts that have not yet been posted to such account as of the date hereof. The foregoing is not, and should not at any time or in any way be construed as a guaranty of future account balances.

This letter is strictly confidential and the information herein is solely for Customer's lawful use. This letter is given in good faith, without legal liability. Wells Fargo does not represent and warrant that this information is complete or accurate and any errors or omissions in the information shall not be a basis for a claim against Wells Fargo. Wells Fargo does not undertake or accept any duty, responsibility, liability or obligation that may arise from providing this letter and/or for any reliance being placed upon information in this letter or for any loss or damage that may result from reliance being placed upon it. Wells Fargo does not assume any duty or obligation to you or any other person or entity by providing this information and this information is subject to change without notice to you. Wells Fargo does not undertake any duty to update you in the event any deposit account relationship referenced above is, or is the process of being, modified, terminated or cancelled. By requesting and utilizing this information, you agree to indemnify, defend, and hold Wells Fargo harmless from and against any claim resulting from the disclosure and use of the information by you, or from the breach by you of any agreement, representation or warranty herein.

If you have any questions, please contact me at: 702 341-0900.

A representative will be happy to assist you, as follows:

Monday – Thursday: 9:00 AM - 5:00 PM Pacific
Friday: 9:00 AM - 6:00 PM Pacific
Saturday: 10:00 AM - 2:00 PM Pacific

Thank you. We appreciate your business.

Sincerely, *Kathryn Caceres*

Kathryn Caceres

Personal Banker

Together we'll go far



1
2 STATE OF Nevada)
3 COUNTY OF Clark) ss.
4

5 The undersigned, [REDACTED] after first being duly sworn on oath
6 states:
7

- 8 1. As demonstrated in the financial statement attached as Exhibit A to this
9 affidavit, I am in control of \$1,288,000 in assets.
10 2. In the event the Department of Taxation issues a retail marijuana
11 establishment license to the applicant TGIG, LLC, I unconditionally
12 commit \$1,288,000 to the use of the applicant.
13

14 [REDACTED]
15
16
17 Subscribed and sworn to before me this 11th day of September, 2018 by
18 [REDACTED]
19

20 My Commission Expires:

02/05/2019

NOTARY PUBLIC



21
22 [Signature]
23
24
25
26
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28

1
2 STATE OF Nevada)
3 COUNTY OF Clark) ss.
4

5 The undersigned, [REDACTED] after first being duly sworn on oath
6 states:
7

- 8 1. As demonstrated in the financial statement attached as Exhibit A to this
9 affidavit, I am in control of \$1,288,000.⁰⁰/₁₀₀ in assets.
10 2. In the event the Department of Taxation issues a retail marijuana
11 establishment license to the applicant TGIG, LLC, I unconditionally
12 commit \$1,288,000.⁰⁰/₁₀₀ to the use of the applicant.
13

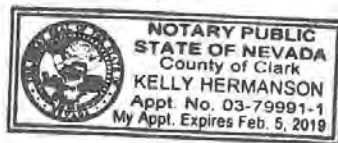
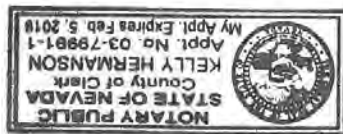
14 [REDACTED]
15
16
17 Subscribed and sworn to before me this 11th day of September, 2018 by
18 [REDACTED]
19

20 My Commission Expires:

02/05/2019

21 NOTARY PUBLIC

Kelly Hermanson





Patricia Green
U.S. Bank Wealth Management
400 North Third Street, Suite 2000
Minneapolis, MN 55401
Phone: 612.221.1552
Fax: 612.221.1551
www.usbank.com

09/10/2018

To whom it may concern,

This letter is being written on behalf of our valued clients [REDACTED]. The intent of this letter is to verify the total combined funds in all accounts per the request from [REDACTED]. Our overall relationship totals an amount of approximately \$1,288,000 as of September 10, 2018. These funds can be liquidated within 30 days upon request.

This letter is valid based on the current account relationship and cannot be guaranteed beyond the date listed above. If you have any further questions please direct them to [REDACTED] directly.

Thank you,

Patrick V Cimini

Assistant Vice President

Wealth Management Group at U.S. Bank



1
2 STATE OF Nevada)
3 COUNTY OF Clark) ss.
4)

5 The undersigned, [REDACTED] after first being duly sworn on oath
6 states:
7

- 8 1. As demonstrated in the financial statement attached as Exhibit A to this
9 affidavit, I am in control of 383,018.00 in assets.
10 2. In the event the Department of Taxation issues a retail marijuana
11 establishment license to the applicant TGIG, LLC, I unconditionally
12 commit 383,018.00 to the use of the applicant.
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]

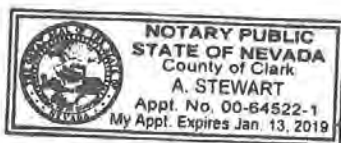
17 Subscribed and sworn to before me this 11th day of September, 2018 by
18 [REDACTED]
19

20 My Commission Expires:

1/13/2019

NOTARY PUBLIC

A. Stewart



1
2 STATE OF Nevada)
3 COUNTY OF Clark) ss.
4

5 The undersigned [REDACTED], after first being duly sworn on oath
6 states:
7

- 8 1. As demonstrated in the financial statement attached as Exhibit A to this
9 affidavit, I am in control of 383,018.72 in assets.
10 2. In the event the Department of Taxation issues a retail marijuana
11 establishment license to the applicant TGIG, LLC, I unconditionally
12 commit 383,018.72 to the use of the applicant.
13

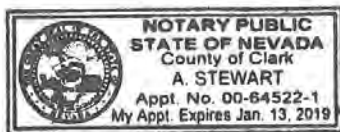
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15
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17 Subscribed and sworn to before me this 14 day of September, 2018 by
18 [REDACTED]
19

20 My Commission Expires:

1/13/2019

NOTARY PUBLIC

[Signature]





800-823-2835
TD AMERITRADE
DIVISION OF TD AMERITRADE INC.
PO BOX 2209
OMAHA, NE 68103-2208
TD Ameritrade Clearing, Inc., Member SIPC

Statement Reporting Period:
08/01/18 - 08/31/18

Statement for Account # [REDACTED]

Portfolio Summary

Investment	Current Value	Prior Value	Period Change	% Change	Estimated Income	Estimated Yield	Portfolio Allocation
Cash	\$ -	\$ -	\$ -	-	\$ -	-	
Insrd Dep Acct (IDA)	148,717.58	134,576.32	14,141.26	10.5%	-	0.08%	52.4%
Money Market	-	-	-	-	-	-	
Short Balance	-	-	-	-	-	-	
Stocks	26,452.65	25,038.30	1,414.35	5.6%	556.93	2.1%	9.3%
Short Stocks	-	-	-	-	-	-	
Fixed Income	-	-	-	-	-	-	
Options	108,869.17	43,716.72	65,152.45	149.0%	-	-	38.3%
Short Options	-	-	-	-	-	-	
Mutual Funds	-	-	-	-	-	-	
Other	-	-	-	-	-	-	
Total	\$284,039.40	\$203,331.34	\$80,708.06	39.7%	\$556.93	0.2%	
Margin Equity	100.0%						



Cash Activity Summary

	Current	YTD
Opening Balance	\$ 0.00	\$ -
Securities Purchased	(15,474.67)	(160,480.98)
Securities Sold	29,606.17	256,983.22
Funds Deposited	-	-
Funds Disbursed	-	-
Income	-	-
Expense	-	296.15
Other	(14,131.50)	(96,798.39)
Closing Balance	\$ 0.00	\$0.00

Income & Expense Summary

	Reportable	Non Reportable	YTD
Income			
Dividends	\$ -	\$ -	\$296.15
Interest	-	-	-
Other	-	-	-
Expense			
Interest	-	-	-
Fees	-	-	-
Other	-	-	-
Net	\$0.00	\$0.00	\$296.15

Performance Summary

Cost Basis As Of - 08/31/18 **	\$70,689.84
Unrealized Gains	65,969.00
Unrealized Losses	(1,337.02)
Funds Deposited/(Disbursed) yto	-
Income/(Expense) yto	296.15
Securities Received/(Delivered) yto	0.00

**To view realized gains and losses for your account, login at www.tdameritrade.com and visit My Account > Gain/Loss.



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

July 11, 2018 through August 08, 2018

Account Number: [REDACTED]

00044153 DRE 703 210 22118 NNNNNNNNNN 1 000000000 26 0000

CUSTOMER SERVICE INFORMATION

Web site: Chase.com
Service Center: 1-800-935-9935
Deaf and Hard of Hearing: 1-800-242-7383
Para Espanol: 1-877-312-4273
International Calls: 1-713-262-1679



00441530101000000021

SAVINGS SUMMARY

Chase Plus Savings

	AMOUNT
Beginning Balance	\$107,896.84
Deposits and Additions	4,078.82
Electronic Withdrawals	-12,995.67
Ending Balance	\$98,979.99
Annual Percentage Yield Earned This Period	0.01%
Interest Paid This Period	\$0.82
Interest Paid Year-to-Date	\$24.82

The monthly service fee for this account was waived as an added feature of Chase Premier Plus Checking account.

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$107,896.84
07/27	Fedwire Credit Via: U.S. Bank/121201694 B/O: South Gibson Holdings LLC Las Vegas,NV,89134 Ref: Chase Nyc/Ctr/Bnf=Thomas James Devore, Trustee Leslie Henderson, NV 89 0522370/Ac-000000093485 Rfb=1807270 31717 Obi=Dist Imad: 0727J1Q5040C002907 Trn: 4977809208Ff	4,078.00	111,974.84
07/30	American Express ACH Pmt W0064 Web ID: 2005032111	-12,127.27	99,847.57
08/03	Ace American Prs 8004446161 77614044124153 Web ID: 1952371728	-868.40	98,979.17
08/08	Interest Payment	0.82	98,979.99
	Ending Balance		\$98,979.99

You could earn an even higher interest rate on your Chase Plus Savings account when you have activity on your primary checking account each month. Visit any of our branches for details or call us at the telephone number on your statement.



wellsfargo.com

09/07/2018

Town Center

1900 Village Center Circle
Las Vegas, NV 89134

BILL J BOSCHETTO
1028 BARBERTON CT
LAS VEGAS NV,89138

Dear To Whom It May Concern:

This letter is verification that the Customer named above has the following deposit accounts with Wells Fargo.

Account Number	Date Opened	Current Balance*
9473	04/20/2016	\$307,992.87
1481	02/12/2007	\$182,320.91
1884	03/30/2016	\$24,712.35
N/A	N/A	N/A
N/A	N/A	N/A

*The Balance is the opening available balance as of the date of this letter but such balance does not include any uncollected items and/or amounts that have not yet been posted to such account as of the date hereof. The foregoing is not, and should not at any time or in any way be construed as a guaranty of future account balances.

This letter is strictly confidential and the information herein is solely for Customer's lawful use. This letter is given in good faith, without legal liability. Wells Fargo does not represent and warrant that this information is complete or accurate and any errors or omissions in the information shall not be a basis for a claim against Wells Fargo. Wells Fargo does not undertake or accept any duty, responsibility, liability or obligation that may arise from providing this letter and/or for any reliance being placed upon information in this letter or for any loss or damage that may result from reliance being placed upon it. Wells Fargo does not assume any duty or obligation to you or any other person or entity by providing this information and this information is subject to change without notice to you. Wells Fargo does not undertake any duty to update you in the event any deposit account relationship referenced above is, or is the process of being, modified, terminated or cancelled. By requesting and utilizing this information, you agree to indemnify, defend, and hold Wells Fargo harmless from and against any claim resulting from the disclosure and use of the information by you, or from the breach by you of any agreement, representation or warranty herein.

If you have any questions, please contact me at: 702.341-0900.


A representative will be happy to assist you, as follows:

Monday – Thursday: 9:00 AM - 5:00 PM Pacific

Friday: 9:00 AM - 6:00 PM Pacific

Saturday: 10:00 AM - 2:00 PM Pacific

Thank you. We appreciate your business.

Sincerely, 

Kathryn Caceres

Personal Banker

Together we'll go far



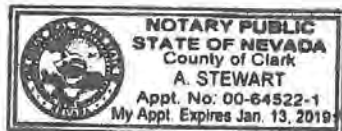
1
2 STATE OF Nevada)
3 COUNTY OF Clark) ss.
4

5 The undersigned, [REDACTED], after first being duly sworn on oath
6 states:
7

- 8 1. As demonstrated in the financial statement attached as Exhibit A to this
9 affidavit, I am in control of \$1,010,848. in assets.
10 2. In the event the Department of Taxation issues a retail marijuana
11 establishment license to the applicant TGIG, LLC, I unconditionally
12 commit \$1,010,848 to the use of the applicant.
13

14
15
16
17 Subscribed and sworn to before me this 11th day of September, 2018 by
18 [REDACTED]
19

20 My Commission Expires:
21 1/13/2019



NOTARY PUBLIC

[Signature]

1
2 STATE OF Nevada)
3) ss.
4 COUNTY OF Clark)

5
6 The undersigned [REDACTED], after first being duly sworn on oath
7 states:

- 8 1. As demonstrated in the financial statement attached as Exhibit A to this
9 affidavit, I am in control of \$845,000 in assets.
10 2. In the event the Department of Taxation issues a retail marijuana
11 establishment license to the applicant TGIG, LLC, I unconditionally
12 commit \$845,000 to the use of the applicant.

13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 Subscribed and sworn to before me this 11th day of September, 2018 by
18 [REDACTED]

19 My Commission Expires:

20 02/05/2019

21 NOTARY PUBLIC

22 Kelly Hermanson





PAGE 1

0
03

03

ACCOUNT NUMBER		ACCOUNT TYPE			STATEMENT PERIOD	
[REDACTED]		USAA CLASSIC CHECKING			08/02/18 - 09/04/18	
BALANCE LAST STATEMENT	NO OF DEBITS PAID	TOTAL AMOUNT OF DEBITS PAID	NO. OF DEP	TOTAL AMOUNT OF DEPOSITS MADE	SERVICE CHARGES	BALANCE THIS STATEMENT
86,326.50	10	4,039.51	6	5,254.38	.00	87,541.37
Please examine immediately and report if incorrect. If no report is received within 60 days, the account will be considered correct.						
THIS STATEMENT			TOTAL NONSUFFICIENT FUNDS (NSF) FEES		TOTAL OVERDRAFT (OD) FEES	
THIS YEAR'S STATEMENTS			0.00		0.00	
			0.00		0.00	
Note: For reversals/funds made by USAA will not reduce the totals on this chart.						

5.2.8. Tax Yr. Page 99 of 99
DOT-TCG0000113

0019-00113
SA001921



PAGE 1

0
E4

E4

ACCOUNT NUMBER		ACCOUNT TYPE			STATEMENT PERIOD	
[REDACTED]		USAA SAVINGS			07/31/18 - 08/31/18	
BALANCE LAST STATEMENT	NO OF DEBITS PAID	TOTAL AMOUNT OF DEBITS PAID	NO. OF DEP	TOTAL AMOUNT OF DEPOSITS MADE	SERVICE CHARGES	BALANCE THIS STATEMENT
27,250.62	0	0.00	2	703.49	.00	27,954.11
Please examine immediately and report if incorrect. If no report is received within 60 days, the account will be considered correct.						
		TOTAL NONSUFFICIENT FUNDS (NSF) FEES			TOTAL OVERDRAFT (OD) FEES	
THIS STATEMENT		0.00			0.00	
THIS YEAR'S STATEMENTS		0.00			0.00	
Note: Fee reversals/refunds made by USAA will not reduce the totals on this chart.						

P.O. Box 2460 - Cranberry Township, PA 16066

Account Statement For:

Carla J Snyder

Statement Period : August 1, 2018 - August 31, 2018

Page 1 of 3

0001353 01 SP 89129 MBARDS090118074025 TS709011 01



Deposit Accounts

Deposit Accounts	Account Number	Balance
Online Savings	[REDACTED]	\$38,596.32
Total Balance		\$38,596.32

Contact Information

Customer Care:

888-710-8756

Monday - Sunday, 8am to 8pm ET

Online:

BarclaysUS.com/Deposits

Written Inquiries:

PO Box 2460

Cranberry Township, PA 16066

Online Savings History

Date	Transactions	Amount
08/01/2018	Balance Last Statement	\$38,536.28
	Total Debits This Period	-\$0.00
	Total Credits This Period	+\$0.00
	Interest Paid This Period	+\$60.04
08/31/2018	Closing Balance	\$38,596.32
	Annual Percentage Yield Earned	1.85%

Wells Fargo® Preferred Checking

Account number: [REDACTED] ■ August 1, 2018 - August 31, 2018 ■ Page 1 of 4



Questions?

Available by phone 24 hours a day, 7 days a week.
Telecommunications Relay Services calls accepted

1-800-TO-WELLS (1-800-869-3557)

TTY: 1-800-877-4833

En español: 1-877-727-2932

言語 1-800-288-2288 (6 am to 7 pm PT, M-F)

Online: wells Fargo.com

Write: Wells Fargo Bank, N.A. (825)
P.O. Box 6995
Portland, OR 97228-6995

Activity summary

Beginning balance on 8/1	\$6,541.33
Deposits/Additions	0.06
Withdrawals/Subtractions	- 0.00
Ending balance on 8/31	\$6,541.39

Overdraft Protection

Your account is linked to the following for Overdraft Protection:

■ Savings - [REDACTED]

Interest summary

Interest paid this statement	\$0.06
Average collected balance	\$6,541.33
Annual percentage yield earned	0.01%
Interest earned this statement period	\$0.06
Interest paid this year	\$0.53

Account number: 34538447



Nevada account terms and conditions apply

For Direct Deposit use

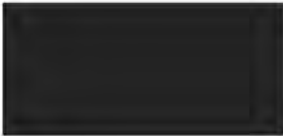
Routing Number (RTN): 321270742

5.2.8. Tax ID: [REDACTED] Page 25 of 29
DOT-TGIC000116

0019-00116
SA001924

Wells Fargo Money Market SavingsSM

Account number: [REDACTED] ■ August 1, 2018 - August 31, 2018 ■ Page 1 of 3



Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted

1-800-TO-WELLS (1-800-869-3557)

TTY: 1-800-877-4833

En español: 1-877-727-2932

☎ 1-800-288-2288 (6 am to 7 pm PT, M-F)

Online: wells Fargo.com

Write: Wells Fargo Bank, N.A. (825)
P.O. Box 6995
Portland, OR 97228-6995

Activity summary

Beginning balance on 8/1	\$5,257.58
Deposits/Additions	0.04
Withdrawals/Subtractions	- 0.00
Ending balance on 8/31	\$5,257.62

Interest summary

Interest paid this statement	\$0.04
Average collected balance	\$5,257.58
Annual percentage yield earned	0.01%
Interest earned this statement period	\$0.04
Interest paid this year	\$0.35

Account number: 7432943170

Nevada account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 321270742

5.2.8. Tax YTD Page 26 of 60
DOT-TGIG000117

0019-00117
SA001925



P.O. Box 2460 · Cranberry Township, PA 16066

Account Statement For:

0002847 01 SP 89129 MBARDS080118032238 TST08011 01



Statement Period : July 1, 2018 - July 31, 2018
Page 1 of 5

Summary of Accounts

Deposit Accounts	Account Number	Balance
Online Certificate of Deposit		\$245,937.52
Online Certificate of Deposit		\$153,890.12
Online Certificate of Deposit		\$153,890.12
Online Certificate of Deposit		\$153,890.12
Online Savings		\$136,502.05
Total Balance		\$844,109.93

Contact Information

Customer Care:
888-710-8756
Monday - Sunday, 8am to 8pm ET

Online:
BarclaysUS.com/Deposits

Written Inquiries:
PO Box 2460
Cranberry Township, PA 16066

Online Certificate of Deposit (xxxxxxx9039)

Maturing on 06/06/2022 Account Term 60 Months

Date	Transactions	Amount
07/01/2018	Balance Last Statement	\$245,473.19
	Total Debits This Period	-\$0.00
	Total Credits This Period	+\$0.00
	Interest Paid This Period	+\$464.33
07/31/2018	Closing Balance	\$245,937.52
	Annual Percentage Yield Earned	2.25%

Date	Transactions	Debits	Credits	Balance
07/01/2018	Beginning Balance			245,473.19
07/31/2018	CD Increase Int Paid		\$464.33	245,937.52
07/31/2018	Closing Balance			245,937.52

5.2.8. Tax YTD Page 97 of 99
DOT-FCID000118

0019-00118
SA001926

1
2 STATE OF Nevada)
3 COUNTY OF Clark) ss.
4

5 The undersigned, [REDACTED], after first being duly sworn on oath
6 states:
7

- 8 1. As demonstrated in the financial statement attached as Exhibit A to this
9 affidavit, I am in control of 759,578.00 in assets.
10 2. In the event the Department of Taxation issues a retail marijuana
11 establishment license to the applicant TGIG, LLC, I unconditionally
12 commit 759,578.00 to the use of the applicant.
13

14 [REDACTED]
15
16
17 Subscribed and sworn to before me this 10th day of September, 2018 by
18 [REDACTED]
19

20 My Commission Expires:

02/05/2019

NOTARY PUBLIC

Kelly Hermanson





1079 E. Riverside Drive #102
St. George, UT 84790

Tel (435) 674-3601
Toll Free (855) 674-3601
Fax (435) 674-3774
www.schofieldwm.com

September 13, 2018

To Whom It May Concern,

Please use this letter for verification of assets in the amount of \$759,578 for [REDACTED] as of 09/13/18. All current assets could be liquidated within 30 days if necessary.

Thank you, and feel free to contact me with any questions you may have at (855) 674-3601.

Respectfully,

A handwritten signature in dark ink, appearing to read "Dustin W. Schofield", written over a horizontal line.

Dustin W. Schofield
Senior Wealth Advisor
Managing Partner



5.2.9

PART 1

EVIDENCE OF TAXES PAID

DOT-TGIG000121

0019-00121
SA001929

5.2.9. **Tab IX** – *Evidence of taxes paid, other beneficial financial contributions*

Evidence of the amount of taxes paid and/or other beneficial financial contributions made to the State of Nevada or its political subdivision within the last five years by the applicant or the persons who are proposed to be owners, officers or board members of the establishment must be included in this tab.

-
- The Grove has paid in excess of \$4.12 million in taxes to the State of Nevada or its political subdivisions over the past five years (see **Exhibit A**).
 - The Grove has made more than \$ 124,000 in charitable contributions to Nevada charities in the past five years. Contributions have supported Nevada's LGBTQ community, under privileged children and animal shelters through financial and volunteer support to organizations including, Aid for AIDS of Nevada, Cure 4 The Kids, Candlelighters, Make a Wish Foundation, ALS Association, National Kidney Foundation and Las Vegas Victims Fund (see below for more detail).
 - The owners and board members of The Grove have paid \$2,206,164 in taxes and other beneficial contributions to the State of Nevada and its political subdivision (see **Exhibit B**).
 - The Grove and its members have financed, constructed and installed in excess of \$ 7.9 million in infrastructure improvements. These include roadway, water, sewer and park facilities (see **Exhibit C**).
 - Over the last ten years the owners and board members have paid over \$30,000,000 in taxes, infrastructure and charitable contributions. They are longstanding members of the community and routinely give back. Various owners and board members are current board members of non-profit organizations in Nevada.

The Grove Taxes Paid:	\$ 4,125,129
Owners and Board Members Taxes Paid:	\$ 2,206,164
Charitable Contributions:	\$ 124,302
Infrastructure Improvements:	\$ <u>7,916,546</u>
TOTAL:	\$ 14,372,141

DOT-TGIG000122

0019-00122

SA001930

Charitable Contributions:

CONTRIBUTION	AMOUNT
Aid for AIDS of Nevada, Inc.	47,500
ALS Association Nevada	2,500
B.E. A S.H.E.R.O. Foundation	1,000
Candlelighters Childhood Cancer Foundation of Nevada	10,000
Cure 4 The Kids Foundation	18,500
Desert Haven Animal Society	7,000
Foster Kinship	2,600
Grow for VETS	1,000
Junior Achievement of Southern Nevada	300
Juvenile Diabetes Research Foundation	500
Las Vegas Victims Donation	2,902
Las Vegas Victims Fund	10,000
Make-A-Wish Foundation	5,000
National Kidney Foundation	5,000
Pahrump Wild West Extravaganza	1,000
Roseman University of Health Sciences	1,000
Route 91 Memorial Garden	2,500
The Simon Keith Foundation	6,000
TOTAL CONTRIBUTIONS	124,302

In addition to the financial contributions, The Grove has donated hundreds of hours of time to various local charities. The Grove team collected supplies and donated them to victims and families of the 1 October shooting. In addition to that, meals were cooked and provided for first responders for weeks after the shooting. Over 100 hours of time was donated to this cause alone.

DOT-TGIG000123

0019-00123

SA001931



The Grove teamed up with Green Life Production to offer discounted pre-rolls at its dispensary locations with all proceeds going to a local animal charity, Desert Haven Animal Society. This weeklong promotion earned approximately \$7,000.00, and was such a success, the Grove is doing a similar promotion again this year.



DOT-TGIG000124

0019-00124

SA001932

The Grove team volunteered at Three Square where they helped provide food to families in need. The team assisted with the preparation of thousands of meals. Approximately 70 hours of time were donated during this event.



The Grove Team

Nearly 200 hours have been donated by The Grove team, its owners, officers and board members over the past 12 months to local Nevada non-profit organizations and charities.

DOT-TGIG000125

0019-00125

SA001933

EXHIBIT A
THE GROVE TAXES AND OTHER BENEFICIAL CONTRIBUTIONS

DOT-TGIG000126

0019-00126

SA001934

TGIG, LLC - Taxes & Beneficial Contributions

	Department of Taxation			
	2016	2017	2018	TOTAL
Medical Marijuana Tax	\$ 68,324.23	\$ 87,370.76	\$ -	\$ 155,694.99
Retail Marijuana Tax	\$ -	\$ 655,210.45	\$ 932,777.97	\$ 1,587,988.42
Sales and Use Tax	\$ 126,352.14	\$ 731,124.41	\$ 736,713.11	\$ 1,594,189.66
Wholesale Marijuana Tax	\$ -	\$ 85,927.36	\$ 202,688.72	\$ 288,616.08
TOTAL	\$ 194,676.37	\$ 1,559,632.98	\$ 1,872,179.80	\$ 3,626,489.15

	Clark County			
	2016	2017	2018	TOTAL
Clark County Fees and Taxes	\$ 20,225.80	\$ 139,201.13	\$ 176,150.00	\$ 335,576.93

	Nye County			
	2016	2017	2018	TOTAL
Nye County Fees and Taxes	\$ 14,985.98	\$ 70,530.14	\$ 55,653.37	\$ 141,169.49

	City of Las Vegas			
	2016	2017	2018	TOTAL
City of Las Vegas Fees and Taxes	\$ 10,346.48	\$ 8,000.00	\$ 3,547.28	\$ 21,893.76

DOT-TGIG000127

0019-00127
SA001935

NEVADA DEPARTMENT OF TAXATION

MEDICAL MARIJUANA TAX RETURN
Cultivator, Producer, & Dispensary

MAIL ORIGINAL TO: NEVADA DEPARTMENT OF TAXATION
1550 COLLEGE PARKWAY
CARSON CITY, NV 89706

TGIG LLC
dba The Grove
5570 Valley View Blvd
Las Vegas, NV 89118

TID No:001-TX- 101771391 - 002

For Department Use Only

Return for month ending 1/31/16
Due on or before 3/1/16
Date paid NA

IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL APPLY. If the business name or address has changed, please contact the Call Center at (866) 962-3707 as soon as possible to update your account with the Department.

CULTIVATION FACILITY

1. TOTAL SALES MADE THIS PERIOD

PRODUCTION FACILITY

2. TOTAL SALES MADE THIS PERIOD

MEDICAL MARIJUANA DISPENSARY

3. TOTAL SALES MADE THIS PERIOD

4. TOTAL COMBINED SALES MADE THIS PERIOD - (Line 1 + Line 2 + Line 3)

5. TOTAL CALCULATED TAX (Line 4 x 2% (0.02))

6. CREDITS (Overpayments as determined by the Department)

7. NET TAX DUE (Line 5 minus Line 6)

8. PENALTY IF LATE (See Instructions)

9. INTEREST IF LATE (See Instructions)

10. PREVIOUS DEBTS (Outstanding Liabilities as determined by the Department)

11. TOTAL AMOUNT DUE AND PAYABLE (Line 7 + Line 8 + Line 9 + Line 10)

12. AMOUNT PAID

1. 0.00
2. 0.00
3.
4. 0.00
5. 0.00
6.
7.
8.
9.
10.
11. 0.00
12. 0.00

I HEREBY CERTIFY THAT THIS RETURN INCLUDING ANY ACCOMPANYING SCHEDULE AND STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE, CORRECT AND COMPLETE RETURN. **RETURN MUST BE SIGNED.**

ENTER NAME OF PERSON
SIGNING RETURN

Demetri Kouzelis

SIGNATURE OF TAXPAYER OR AUTHORIZED AGENT

CEO 702-334-5301

TITLE 46-5292431

PHONE NUMBER (WITH AREA CODE)

FEDERAL TAX ID NUMBER (EIN OR SSN)

DATE

5/20/16



**MAKE CHECKS PAYABLE TO
NEVADA DEPT OF TAXATION**

**A RETURN MUST BE FILED EVEN IF
NO TAX LIABILITY EXISTS**

To email, save this form to your computer and email the attachment to nevadaolt@tax.state.nv.us with the subject of 'Medical Marijuana Tax Return'. Your email, including attachments, cannot exceed 10 MB.

MEDICAL MARIJUANA TAX
RETURN Revised 12/01/15

DOT-TGIG000128

0019-00128
SA001936

NEVADA DEPARTMENT OF TAXATION

MEDICAL MARIJUANA TAX RETURN
Cultivator, Producer, & Dispensary

MAIL ORIGINAL TO: NEVADA DEPARTMENT OF TAXATION
1550 COLLEGE PARKWAY
CARSON CITY, NV 89706

TGIG, LLC
dba The Grove
1541 Basin Ave
Rahpump, NV 89060

TID No:001-TX- 101771391 - 003

For Department Use Only

Return for month ending 1/31/16
Due on or before 3/1/16
Date paid N/A

IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL APPLY. If the business name or address has changed, please contact the Call Center at (866) 962-3707 as soon as possible to update your account with the Department.

CULTIVATION FACILITY

1. TOTAL SALES MADE THIS PERIOD

PRODUCTION FACILITY

2. TOTAL SALES MADE THIS PERIOD

MEDICAL MARIJUANA DISPENSARY

3. TOTAL SALES MADE THIS PERIOD

4. TOTAL COMBINED SALES MADE THIS PERIOD - (Line 1 + Line 2 + Line 3)

5. TOTAL CALCULATED TAX [Line 4 x 2% (0.02)]

6. CREDITS (Overpayments as determined by the Department)

7. NET TAX DUE (Line 5 minus Line 6)

8. PENALTY IF LATE (See Instructions)

9. INTEREST IF LATE (See Instructions)

10. PREVIOUS DEBTS (Outstanding Liabilities as determined by the Department)

11. TOTAL AMOUNT DUE AND PAYABLE (Line 7 + Line 8 + Line 9 + Line 10)

12. AMOUNT PAID

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

11.

12.

I HEREBY CERTIFY THAT THIS RETURN INCLUDING ANY ACCOMPANYING SCHEDULE AND STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE, CORRECT AND COMPLETE RETURN. **RETURN MUST BE SIGNED.**

ENTER NAME OF PERSON
SIGNING RETURN

SIGNATURE OF TAXPAYER OR AUTHORIZED AGENT

TITLE

FEDERAL TAX ID NUMBER (EIN OR SSN)

PHONE NUMBER (WITH AREA CODE)

DATE



**MAKE CHECKS PAYABLE TO
NEVADA DEPT OF TAXATION**

**A RETURN MUST BE FILED EVEN IF
NO TAX LIABILITY EXISTS**

To email, save this form to your computer and email the attachment to nevadaolt@tax.state.nv.us with the subject of 'Medical Marijuana Tax Return'. Your email, including attachments, cannot exceed 10 MB.

MEDICAL MARIJUANA TAX
RETURN Revised 12/01/15

DOT-TGIG000129

0019-00129
SA001937

NEVADA DEPARTMENT OF TAXATION
MEDICAL MARIJUANA TAX RETURN
Cultivator, Producer, & Dispensary

TID No:001-TX- **1019713391** - **901**

MAIL ORIGINAL TO: NEVADA DEPARTMENT OF TAXATION
 1550 COLLEGE PARKWAY
 CARSON CITY, NV 89706

TGIG, LLC
5570 Valley View Blvd.
Las Vegas, NV 89118

For Department Use Only

Return for month ending **2/29/16**

Due on or before **4/1/16**

Date paid **08/29/16**

4/6/16

IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL APPLY. If the business name or address has changed, please contact the Call Center at (866) 962-3707 as soon as possible to update your account with the Department.

CULTIVATION FACILITY

1. TOTAL SALES MADE THIS PERIOD

PRODUCTION FACILITY

2. TOTAL SALES MADE THIS PERIOD

MEDICAL MARIJUANA DISPENSARY

3. TOTAL SALES MADE THIS PERIOD

4. TOTAL COMBINED SALES MADE THIS PERIOD - (Line 1 +

5. TOTAL CALCULATED TAX [Line 4 x 2% (0.02)]

6. CREDITS (Overpayments as determined by the Departm

7. NET TAX DUE (Line 5 minus Line 6)

8. PENALTY IF LATE (See Instructions) **0.02**

9. INTEREST IF LATE (See Instructions)

10. PREVIOUS DEBTS (Outstanding Liabilities as determine

11. TOTAL AMOUNT DUE AND PAYABLE (Line 7+ Line 8 + Line 9 + Line 10)

12. AMOUNT PAID

1. **0.00**

2. **21,100.00**

0.00

21,100.00

844.00

844.00

16.88

11. **860.88**

12. **860.88**

Date **4/6/16** 002036
 To **NV Dept of Taxation**
 For **46. MMT**

PREVIOUS BALANCE		
TOTAL	960	88
THIS CHECK		
BALANCE		

I HEREBY CERTIFY THAT THIS RETURN INCLUDING ANY ACCOMPANYING SCHEDULE AND STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE, CORRECT AND COMPLETE RETURN. **RETURN MUST BE SIGNED.**

ENTER NAME OF PERSON
 SIGNING RETURN

Demetri Koupetas

SIGNATURE OF TAXPAYER OR AUTHORIZED AGENT

CEO **702-334-5301**

TITLE PHONE NUMBER (WITH AREA CODE)

46-529 2431 **4/6/16**

FEDERAL TAX ID NUMBER (EIN OR SSN)

DATE



**MAKE CHECKS PAYABLE TO
 NEVADA DEPT OF TAXATION**

**A RETURN MUST BE FILED EVEN IF
 NO TAX LIABILITY EXISTS**

To email, save this form to your computer and email the attachment to nevadaolt@tax.state.nv.us with the subject of 'Medical Marijuana Tax Return'. Your email, including attachments, cannot exceed 10 MB.

MEDICAL MARIJUANA TAX
 RETURN Revised 12/01/15

DOT-TGIG000130

0019-00130
 SA001938

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=====
WESTRIDGE
7925 W RUSSELL RD
LAS VEGAS
NV
891139998
3149040096
(800)275-8777 2:20 PM
=====
04/06/2016
=====
Product      Sale      Final
Description  Qty      Price
=====
Harvest Bklt 1      $9.80
(Unit Price:$9.80)
PM 2-Day      1      $6.45
Flat Rate Env
(Domestic)
(SAN FRANCISCO, CA 94120)
(Flat Rate)
(Expected Delivery Day)
(Friday 04/08/2016)
(USPS Tracking #)
(9505 5100 5505 6097 0311 27)
Insurance      1      $0.00
(Up to $50.00 included)
PM 2-Day      1      $6.45
Flat Rate Env
(Domestic)
(CARSON CITY, NV 89706)
(Flat Rate)
(Expected Delivery Day)
(Friday 04/08/2016)
(USPS Tracking #)
(9505 5100 5505 6097 0311 34)
Insurance      1      $0.00
(Up to $50.00 included)
Total      $22.70
=====

```

DOT-TGIG000131

0019-00131
SA001939

7:30 PM
07/26/18
Cash Basis

TGIG, LLC
Profit & Loss by Class
February 2016

Ordinary Income/Expense	Cultivation	Las Vegas Dispensary	Pahrump Dispensary	Production	TOTAL
Income					
SALES					
SALES - Cannabis Medical					
MED Open Vape Sales	0.00	0.00	0.00	21,100.00	21,100.00
Total SALES - Cannabis Medical	0.00	0.00	0.00	21,100.00	21,100.00
Total SALES	0.00	0.00	0.00	21,100.00	21,100.00
Total Income	0.00	0.00	0.00	21,100.00	21,100.00
Cost of Goods Sold					
Apparel	0.00	1,500.00	3,613.00	0.00	5,113.00
CO2 Purchases	0.00	0.00	0.00	4,393.38	4,393.38
EDIBLES					
VERT COGS	0.00	0.00	5,266.60	166.92	5,433.52
Total EDIBLES	0.00	0.00	5,266.60	166.92	5,433.52
Flower	0.00	0.00	32,301.14	0.00	32,301.14
Merchandise	4,425.00	0.00	11,958.63	0.00	16,383.63
O.penVAPE	0.00	0.00	0.00	1,200.60	1,200.60
Packaging	16,600.00	0.00	0.00	483.84	17,083.84
Smoking Accessories	0.00	0.00	2,126.60	0.00	2,126.60
Total COGS	21,025.00	1,500.00	55,285.97	6,244.74	84,035.71
Gross Profit	-21,025.00	-1,500.00	-55,265.97	14,855.26	-62,935.71
Expense					
Advertising & Marketing					
100 - Consultants	6,000.00	0.00	0.00	0.00	6,000.00
300 - Media	9,100.00	16,620.00	0.00	0.00	25,720.00
400 - Website/Online	3,000.00	0.00	0.00	0.00	3,000.00
700 - Special Events	0.00	0.00	0.00	5,570.25	5,570.25
Total Advertising & Marketing	18,100.00	16,620.00	0.00	5,570.25	40,290.25
Donations					
Political Donations	0.00	0.00	0.00	0.00	0.00
Total Donations	0.00	0.00	0.00	0.00	0.00
Dues & Subscriptions					
Monthly Subscriptions	464.42	0.00	0.00	0.00	464.42
Total Dues & Subscriptions	464.42	0.00	0.00	0.00	464.42
Edibles Expense					
2100 - Edibles Consultants	0.00	0.00	0.00	5,800.00	5,800.00
2200 - Brand Development	0.00	0.00	0.00	2,300.00	2,300.00
Total Edibles Expense	0.00	0.00	0.00	8,100.00	8,100.00
Equipment Rental	681.20	0.00	0.00	0.00	681.20
Inspection Costs	6,505.50	0.00	0.00	360.00	6,865.50

DOT-TGIG000132

0019-00132
SA001940

NEVADA DEPARTMENT OF TAXATION

TID No:001-TX- 1019713391 - 001

MEDICAL MARIJUANA TAX RETURN
Cultivator, Producer, & Dispensary

MAIL ORIGINAL TO: NEVADA DEPARTMENT OF TAXATION
1550 COLLEGE PARKWAY
CARSON CITY, NV 89706

TGIG LLC
DBA The Grove
4647 Swenson Street
Las Vegas, NV 89119

For Department Use Only

Return for month ending 3/31/16

Due on or before 5/1/16

Date paid 4/1/16

IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL APPLY. If the business name or address has changed, please contact the Call Center at (866) 962-3707 as soon as possible to update your account with the Department.

CULTIVATION FACILITY

1. TOTAL SALES MADE THIS PERIOD

PRODUCTION FACILITY

2. TOTAL SALES MADE THIS PERIOD

MEDICAL MARIJUANA DISPENSARY

3. TOTAL SALES MADE THIS PERIOD

4. TOTAL COMBINED SALES MADE THIS PERIOD - (Line 1 + Line 2 + Line 3)

5. TOTAL CALCULATED TAX [Line 4 x 2% (0.02)]

6. CREDITS (Overpayments as determined by the Department)

7. NET TAX DUE (Line 5 minus Line 6)

8. PENALTY IF LATE (See Instructions)

9. INTEREST IF LATE (See Instructions)

10. PREVIOUS DEBTS (Outstanding Liabilities as determined by the Department)

11. TOTAL AMOUNT DUE AND PAYABLE (Line 7 + Line 8 + Line 9 + Line 10)

12. AMOUNT PAID

Date 4/1/16
To NV Dept of Taxation
For 002033

PREVIOUS BALANCE		
MMT March		
TOTAL	3,166.44	
THIS CHECK		
BALANCE		

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

11.

12.

I HEREBY CERTIFY THAT THIS RETURN INCLUDING ANY ACCOMPANYING SCHEDULE AND STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE, CORRECT AND COMPLETE RETURN. **RETURN MUST BE SIGNED.**

ENTER NAME OF PERSON
SIGNING RETURN

Demetri Koupetas

SIGNATURE OF TAXPAYER OR AUTHORIZED AGENT

CED 702-334-5301
TITLE PHONE NUMBER (WITH AREA CODE)
46-5292431 5/20/16
FEDERAL TAX ID NUMBER (EIN OR SSN) DATE



**MAKE CHECKS PAYABLE TO
NEVADA DEPT OF TAXATION**

**A RETURN MUST BE FILED EVEN IF
NO TAX LIABILITY EXISTS**

To email, save this form to your computer and email the attachment to nevadaolt@tax.state.nv.us with the subject of 'Medical Marijuana Tax Return'. Your email, including attachments, cannot exceed 10 MB.

MEDICAL MARIJUANA TAX
RETURN Revised 12/01/15

DOT-TGIG000133

0019-00133
SA001941

NEVADA DEPARTMENT OF TAXATION
MEDICAL MARIJUANA TAX RETURN
Cultivator, Producer, & Dispensary

MAIL ORIGINAL TO: NEVADA DEPARTMENT OF TAXATION
1550 COLLEGE PARKWAY
CARSON CITY, NV 89706

TGIG, LLC
dba The Grove
5570 Valley View Blvd
LAS VEGAS, NV 89118

TID No:001-TX- 1017713391 - 002

For Department Use Only

Return for month ending 3/31/16

Due on or before 5/1/16

Date paid 4/1/16

IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL APPLY. If the business name or address has changed, please contact the Call Center at (866) 962-3707 as soon as possible to update your account with the Department.

CULTIVATION FACILITY

1. TOTAL SALES MADE THIS PERIOD

PRODUCTION FACILITY

2. TOTAL SALES MADE THIS PERIOD

MEDICAL MARIJUANA DISPENSARY

3. TOTAL SALES MADE THIS PERIOD

4. TOTAL COMBINED SALES MADE THIS PERIOD - (Line 1 + Line 2 + Line 3)

5. TOTAL CALCULATED TAX [Line 4 x 2% (0.02)]

6. CREDITS (Overpayments as determined by the Department)

7. NET TAX DUE (Line 5 minus Line 6)

8. PENALTY IF LATE (See Instructions)

9. INTEREST IF LATE (See Instructions)

10. PREVIOUS DEBTS (Outstanding Liabilities as determined by the Department)

11. TOTAL AMOUNT DUE AND PAYABLE (Line 7 + Line 8 + Line 9 + Line 10)

12. AMOUNT PAID

1. 0.00

2. 109,996.00

3.

4. 109,996.00

5.

6.

7. 2,199.92

8.

9.

10.

11. 2,199.92

12. 2,199.92

I HEREBY CERTIFY THAT THIS RETURN INCLUDING ANY ACCOMPANYING SCHEDULE AND STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE, CORRECT AND COMPLETE RETURN. **RETURN MUST BE SIGNED.**

ENTER NAME OF PERSON
SIGNING RETURN

Demetri Koupetas

SIGNATURE OF TAXPAYER OR AUTHORIZED AGENT

CEO

702-334-5301

TITLE

46-5292431

PHONE NUMBER (WITH AREA CODE)

FEDERAL TAX ID NUMBER (EIN OR SSN)

DATE

5/20/16

**MAKE CHECKS PAYABLE TO
NEVADA DEPT OF TAXATION**

**A RETURN MUST BE FILED EVEN IF
NO TAX LIABILITY EXISTS**

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MEDICAL MARIJUANA TAX
RETURN Revised 12/01/15

DOT-TGIG000134

0019-00134
SA001942

NEVADA DEPARTMENT OF TAXATION

**MEDICAL MARIJUANA TAX RETURN
Cultivator, Producer, & Dispensary**

MAIL ORIGINAL TO: NEVADA DEPARTMENT OF TAXATION
1550 COLLEGE PARKWAY
CARSON CITY, NV 89706

TGIG, LLC
Dba The Grove
1541 E. Basin Ave
Pahrump, NV 89060-4607

TID No:001-TX- 1017713391 - 003

For Department Use Only

Return for month ending 3/31/16
Due on or before 5/1/16
Date paid 4/1/16

IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL APPLY. If the business name or address has changed, please contact the Call Center at (866) 962-3707 as soon as possible to update your account with the Department.

CULTIVATION FACILITY

1. TOTAL SALES MADE THIS PERIOD

PRODUCTION FACILITY

2. TOTAL SALES MADE THIS PERIOD

MEDICAL MARIJUANA DISPENSARY

3. TOTAL SALES MADE THIS PERIOD

4. TOTAL COMBINED SALES MADE THIS PERIOD - (Line 1 + Line 2 + Line 3)

5. TOTAL CALCULATED TAX [Line 4 x 2% (0.02)]

6. CREDITS (Overpayments as determined by the Department)

7. NET TAX DUE (Line 5 minus Line 6)

8. PENALTY IF LATE (See Instructions)

9. INTEREST IF LATE (See Instructions)

10. PREVIOUS DEBTS (Outstanding Liabilities as determined by the Department)

11. TOTAL AMOUNT DUE AND PAYABLE (Line 7+ Line 8 + Line 9 + Line 10)

12. AMOUNT PAID

1.
2.
3. 48,326.00
4. 48,326.00
5. 966.52
6.
7. 966.52
8.
9.
10.
11. 966.52
12. 966.52

I HEREBY CERTIFY THAT THIS RETURN INCLUDING ANY ACCOMPANYING SCHEDULE AND STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE, CORRECT AND COMPLETE RETURN. **RETURN MUST BE SIGNED.**

ENTER NAME OF PERSON
SIGNING RETURN

SIGNATURE OF TAXPAYER OR AUTHORIZED AGENT

TITLE

FEDERAL TAX ID NUMBER (EIN OR SSN)

PHONE NUMBER (WITH AREA CODE)

DATE



**MAKE CHECKS PAYABLE TO
NEVADA DEPT OF TAXATION**

**A RETURN MUST BE FILED EVEN IF
NO TAX LIABILITY EXISTS**

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MEDICAL MARIJUANA TAX
RETURN Revised 12/01/15

DOT-TGIG000135

0019-00135
SA001943

NEVADA DEPARTMENT OF TAXATION

**MEDICAL MARIJUANA TAX RETURN
Cultivator, Producer, & Dispensary**

MAIL ORIGINAL TO: NEVADA DEPARTMENT OF TAXATION
1550 COLLEGE PARKWAY
CARSON CITY, NV 89706

T&G, LLC
5570 Valley View Blvd.
Las Vegas, NV 89118

TID No:001-TX- 101771339 - 901

For Department Use Only

Return for month ending 3 31 16

Due on or before 4 1 16

Date paid 08/29/16 4/1/16

IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL APPLY. If the business name or address has changed, please contact the Call Center at (866) 962-3707 as soon as possible to update your account with the Department.

CULTIVATION FACILITY

1. TOTAL SALES MADE THIS PERIOD

PRODUCTION FACILITY

2. TOTAL SALES MADE THIS PERIOD

MEDICAL MARIJUANA DISPENSARY

3. TOTAL SALES MADE THIS PERIOD

4. TOTAL COMBINED SALES MADE THIS PERIOD - (Line 1 + Line 2 + Line 3)

5. TOTAL CALCULATED TAX [Line 4 x 2% (0.02)]

6. CREDITS (Overpayments as determined by the Department)

7. NET TAX DUE (Line 5 minus Line 6)

8. PENALTY IF LATE (See Instructions)

9. INTEREST IF LATE (See Instructions)

10. PREVIOUS DEBTS (Outstanding Liabilities as determined by the Department)

11. TOTAL AMOUNT DUE AND PAYABLE (Line 7+ Line 8 + Line 9 + Line 10)

12. AMOUNT PAID

1. 0.00
2. 109,996.09
3. 48,326.00
4. 158,322.00
5. 3,166.44
6.
7. 3,166.44
8.
9.
10.
11. 3,166.44
12. 3,166.44

I HEREBY CERTIFY THAT THIS RETURN INCLUDING ANY ACCOMPANYING SCHEDULE AND STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE, CORRECT AND COMPLETE RETURN **RETURN MUST BE SIGNED.**

ENTER NAME OF PERSON
SIGNING RETURN

Demetri Koupetas

SIGNATURE OF TAXPAYER OR AUTHORIZED AGENT

CEO 702-334-5301

TITLE PHONE NUMBER (WITH AREA CODE)

46-5292431 4/1/16

FEDERAL TAX ID NUMBER (EIN OR SSN)

DATE



**MAKE CHECKS PAYABLE TO
NEVADA DEPT OF TAXATION**

**A RETURN MUST BE FILED EVEN IF
NO TAX LIABILITY EXISTS**

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MEDICAL MARIJUANA TAX
RETURN Revised 12/01/15

DOT-TGIG000136

0019-00136
SA001944

Date 4/1/16 002033
To NV Dept of Taxation
For

PREVIOUS BALANCE		
<u>MMT March</u>		
TOTAL	<u>3,166.44</u>	
THIS CHECK		
BALANCE		

THE GROVE
5570 S VALLEY VIEW BLVD
Las Vegas, NV 89118

DATE 4/1/16 002033

PAY TO THE ORDER OF Nevada Department of Taxation \$ 3,166.44
Three thousand One Hundred Sixty Six & 44/100 DOLLARS


MEADOWS BANK
8912 Spanish Ridge Avenue, Suite 100
Las Vegas, NV 89148
702-471-1800 (2265)
www.meadowsbank.com

001-TX-1017713391-901



⑆122402382⑆ 1020031504⑈ 002033

DOT-TGIG000137

0019-00137
SA001945

7:27 PM
07/26/18
Cash Basis

TGIG, LLC
Profit & Loss by Class
March 2016

Ordinary Income/Expense

	Cultivation	Las Vegas Dispensary	Pahrump Dispensary	Production	TOTAL
Income					
SALES					
SALES - Cannabis Medical					
MED Concentrate Sales	0.00	0.00	1,397.75	0.00	1,397.75
MED Edibles Sales	0.00	0.00	5,231.62	0.00	5,231.62
MED Flower Sales	0.00	0.00	38,326.71	0.00	38,326.71
MED Open Vape Sales	0.00	0.00	10,552.18	109,996.00	120,548.18
MED Sales Discount - Cannabis	0.00	0.00	-7,250.10	0.00	-7,250.10
Total SALES - Cannabis Medical	0.00	0.00	48,258.16	109,996.00	158,254.16
SALES - Non Cannabis					
Merchandise Sales	0.00	0.00	202.68	0.00	202.68
Paraphernalia Sales	0.00	0.00	503.70	0.00	503.70
Sales Discount - Non Cannabis	0.00	0.00	-86.23	0.00	-86.23
Total SALES - Non Cannabis	0.00	0.00	620.15	0.00	620.15
Total SALES	0.00	0.00	48,878.31	109,996.00	158,874.31
Sales Cash Over/Short	0.00	0.00	39.97	0.00	39.97
Total Income	0.00	0.00	48,918.28	109,996.00	158,914.28
Cost of Goods Sold					
Apparel	0.00	2,380.00	2,380.00	0.00	4,760.00
CO2 Purchases	0.00	0.00	0.00	1,597.85	1,597.85
EDIBLES					
VERT COGS	0.00	0.00	2,040.00	2,002.50	4,042.50
Total EDIBLES	0.00	0.00	2,040.00	2,002.50	4,042.50
Flower	0.00	0.00	7,315.00	48,738.00	56,053.00
Lab Testing	0.00	0.00	0.00	4,800.00	4,800.00
Merchandise	0.00	391.60	590.97	0.00	982.57
O-penVAPE	0.00	0.00	6,360.00	34,306.62	40,666.62
Packaging	0.00	0.00	0.00	1,766.95	1,766.95
Smoking Accessories	0.00	1,891.57	614.45	157.65	2,663.67
Total COGS	0.00	4,663.17	19,300.42	93,369.57	117,333.16
Gross Profit	0.00	-4,663.17	29,617.86	16,626.43	41,581.12
Expense					
Advertising & Marketing					
Misc. Marketing	211.91	0.00	0.00	0.00	211.91
100 - Consultants	8,000.00	0.00	0.00	0.00	8,000.00
200 - Advertising Production	0.00	0.00	500.00	0.00	500.00
300 - Media	27,958.00	19,500.00	2,680.00	1,500.00	51,638.00
400 - Website/Online	4,000.00	0.00	0.00	0.00	4,000.00
700 - Special Events	0.00	3,432.98	1,137.79	2,600.00	7,170.77
Total Advertising & Marketing	40,169.91	22,932.98	4,317.79	4,100.00	71,520.68
Auto Expenses					
Auto Registration	569.00	0.00	0.00	0.00	569.00
Fuel	0.00	0.00	0.00	65.35	65.35
Total Auto Expenses	569.00	0.00	0.00	65.35	634.35
Donations					
Charitable Contributions	25,000.00	0.00	0.00	0.00	25,000.00
Political Donations	500.00	0.00	0.00	0.00	500.00
Total Donations	25,500.00	0.00	0.00	0.00	25,500.00

DOT-TGIG000138

0019-00138
SA001946

NEVADA DEPARTMENT OF TAXATION

TID No:001-TX- 1017713391 - 001

**MEDICAL MARIJUANA TAX RETURN
Cultivator, Producer, & Dispensary**MAIL ORIGINAL TO: NEVADA DEPARTMENT OF TAXATION
1550 COLLEGE PARKWAY
CARSON CITY, NV 89706TGIG, LLC
dba The Grove
4647 Sullivan Street
Las Vegas, NV 89119

For Department Use Only

Return for month ending 4/30/16

Due on or before 6/1/16

Date paid 05/29/16

5/3/16

IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL
APPLY. If the business name or address has changed, please contact
the Call Center at (866) 962-3707 as soon as possible to update your
account with the Department.**CULTIVATION FACILITY**

1. TOTAL SALES MADE THIS PERIOD

PRODUCTION FACILITY

2. TOTAL SALES MADE THIS PERIOD

MEDICAL MARIJUANA DISPENSARY

3. TOTAL SALES MADE THIS PERIOD

4. TOTAL COMBINED SALES MADE THIS PERIOD - (Line 1 + Line 2 + Line 3)

5. TOTAL CALCULATED TAX [Line 4 x 2% (0.02)]

6. CREDITS (Overpayments as determined by the Department)

7. NET TAX DUE (Line 5 minus Line 6)

8. PENALTY IF LATE (See Instructions)

9. INTEREST IF LATE (See Instructions)

10. PREVIOUS DEBTS (Outstanding Liabilities as determined by the Department)

11. TOTAL AMOUNT DUE AND PAYABLE (Line 7+ Line 8 + Line 9 + Line 10)

12. AMOUNT PAID

1.	
2.	
3.	25,595.00
4.	
5.	511.90
6.	
7.	511.90
8.	
9.	
10.	
11.	511.90
12.	511.90

I HEREBY CERTIFY THAT THIS RETURN INCLUDING ANY ACCOMPANYING SCHEDULE AND
STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF
IS A TRUE, CORRECT AND COMPLETE RETURN. **RETURN MUST BE SIGNED.**ENTER NAME OF PERSON
SIGNING RETURN

Demetri Koupetas

SIGNATURE OF TAXPAYER OR AUTHORIZED AGENT

CEO

702-334-5301

46-5292431

PHONE NUMBER (WITH AREA CODE)

5/20/16

FEDERAL TAX ID NUMBER (EIN OR SSN)

DATE

**MAKE CHECKS PAYABLE TO
NEVADA DEPT OF TAXATION****A RETURN MUST BE FILED EVEN IF
NO TAX LIABILITY EXISTS**To email, save this form to your computer and email the
attachment to nevadaolt@tax.state.nv.us with the subject of
'Medical Marijuana Tax Return'. Your email, including
attachments, cannot exceed 10 MB.MEDICAL MARIJUANA TAX
RETURN Revised 12/01/15

DOT-TGIG000139

0019-00139
SA001947

NEVADA DEPARTMENT OF TAXATION

TID No:001-TX- 1017713391 - 002

MEDICAL MARIJUANA TAX RETURN
Cultivator, Producer, & Dispensary

MAIL ORIGINAL TO: NEVADA DEPARTMENT OF TAXATION
1550 COLLEGE PARKWAY
CARSON CITY, NV 89706

TGIG LLC
dba The Grove
5570 Valley View Blvd
Las Vegas, NV 89118

For Department Use Only

Return for month ending 4/30/16

Due on or before 6/1/16

Date paid 03/29/16

5/3/16

IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL APPLY. If the business name or address has changed, please contact the Call Center at (866) 962-3707 as soon as possible to update your account with the Department.

CULTIVATION FACILITY

1. TOTAL SALES MADE THIS PERIOD

PRODUCTION FACILITY

2. TOTAL SALES MADE THIS PERIOD

MEDICAL MARIJUANA DISPENSARY

3. TOTAL SALES MADE THIS PERIOD

4. TOTAL COMBINED SALES MADE THIS PERIOD - (Line 1 + Line 2 + Line 3)

5. TOTAL CALCULATED TAX [Line 4 x 2% (0.02)]

6. CREDITS (Overpayments as determined by the Department)

7. NET TAX DUE (Line 5 minus Line 6)

8. PENALTY IF LATE (See Instructions)

9. INTEREST IF LATE (See Instructions)

10. PREVIOUS DEBTS (Outstanding Liabilities as determined by the Department)

11. TOTAL AMOUNT DUE AND PAYABLE (Line 7+ Line 8 + Line 9 + Line 10)

12. AMOUNT PAID

1. 0.00
2. 102,919.00
3.
4. 102,919.00
5. 2059.58
6.
7. 2059.58
8.
9.
10.
11. 2059.58
12. 2059.58

I HEREBY CERTIFY THAT THIS RETURN INCLUDING ANY ACCOMPANYING SCHEDULE AND STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE, CORRECT AND COMPLETE RETURN. **RETURN MUST BE SIGNED.**

ENTER NAME OF PERSON
SIGNING RETURN

Demetri Koupetas

SIGNATURE OF TAXPAYER OR AUTHORIZED AGENT

CEO

702-334-5301

TITLE

PHONE NUMBER (WITH AREA CODE)

46-5292431

5/20/16

FEDERAL TAX ID NUMBER (EIN OR SSN)

DATE

**MAKE CHECKS PAYABLE TO
NEVADA DEPT OF TAXATION**

**A RETURN MUST BE FILED EVEN IF
NO TAX LIABILITY EXISTS**

To email, save this form to your computer and email the attachment to nevadaolt@tax.state.nv.us with the subject of 'Medical Marijuana Tax Return'. Your email, including attachments, cannot exceed 10 MB.

MEDICAL MARIJUANA TAX
RETURN Revised 12/01/15



DOT-TGIG000140

0019-00140
SA001948

NEVADA DEPARTMENT OF TAXATION

TID No:001-TX- 1017713391 - 003

MEDICAL MARIJUANA TAX RETURN
Cultivator, Producer, & Dispensary

MAIL ORIGINAL TO: NEVADA DEPARTMENT OF TAXATION
1550 COLLEGE PARKWAY
CARSON CITY, NV 89706

TGIG, LLC
DBA / The Grove
1541 E. Basin Avenue
Pahrump, NV 89060

For Department Use Only

Return for month ending 4/30/16

Due on or before 6/1/16

Date paid 05/20/16 5/3/16

IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL APPLY. If the business name or address has changed, please contact the Call Center at (866) 962-3707 as soon as possible to update your account with the Department.

CULTIVATION FACILITY

1. TOTAL SALES MADE THIS PERIOD

PRODUCTION FACILITY

2. TOTAL SALES MADE THIS PERIOD

MEDICAL MARIJUANA DISPENSARY

3. TOTAL SALES MADE THIS PERIOD

4. TOTAL COMBINED SALES MADE THIS PERIOD - (Line 1 + Line 2 + Line 3)

5. TOTAL CALCULATED TAX [Line 4 x 2% (0.02)]

6. CREDITS (Overpayments as determined by the Department)

7. NET TAX DUE (Line 5 minus Line 6)

8. PENALTY IF LATE (See Instructions)

9. INTEREST IF LATE (See Instructions)

10. PREVIOUS DEBTS (Outstanding Liabilities as determined by the Department)

11. TOTAL AMOUNT DUE AND PAYABLE (Line 7+ Line 8 + Line 9 + Line 10)

12. AMOUNT PAID

1.

2.

3. 57,106.00

4.

5. 1,142.12

6.

7. 1,142.12

8.

9.

10.

11. 1,142.12

12. 1,142.12

I HEREBY CERTIFY THAT THIS RETURN INCLUDING ANY ACCOMPANYING SCHEDULE AND STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE, CORRECT AND COMPLETE RETURN. **RETURN MUST BE SIGNED.**

ENTER NAME OF PERSON
SIGNING RETURN

SIGNATURE OF TAXPAYER OR AUTHORIZED AGENT

TITLE

PHONE NUMBER (WITH AREA CODE)

FEDERAL TAX ID NUMBER (EIN OR SSN)

DATE

Demetri Konpetas
CEO
702.334.5301
46-5292431
5/20/16

**MAKE CHECKS PAYABLE TO
NEVADA DEPT OF TAXATION**

**A RETURN MUST BE FILED EVEN IF
NO TAX LIABILITY EXISTS**

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MEDICAL MARIJUANA TAX
RETURN Revised 12/01/15

DOT-TGIG000141

0019-00141
SA001949

7:25 PM
07/26/18
Cash Basis

TGIG, LLC
Profit & Loss by Class
April 2016

	Cultivation	Las Vegas Dispensary	Palmup Dispensary	Production	TOTAL
Ordinary Income/Expense					
Income					
SALES					
SALES - Cannabis Medical	0.00	1,057.64	3,105.79	0.00	4,163.43
MED Concentrate Sales	0.00	3,656.70	5,087.73	0.00	8,746.43
MED Edibles Sales	0.00	16,072.71	46,867.40	0.00	62,940.11
MED Flower Sales	0.00	13,405.10	11,562.16	102,979.00	128,046.26
MED Open Vape Sales	0.00	-8,703.21	-9,638.48	0.00	-18,341.69
MED Sales Discount - Cannabis					
Total SALES - Cannabis Medical	0.00	25,490.94	57,084.60	102,979.00	185,554.54
SALES - Non Cannabis					
Merchandise Sales	0.00	343.42	77.18	60.00	480.60
Paraphernalia Sales	0.00	308.81	513.92	0.00	822.73
Sales Discount - Non Cannabis	0.00	-78.34	-36.26	0.00	-114.60
Total SALES - Non Cannabis	0.00	573.89	554.84	60.00	1,188.73
Total SALES	0.00	26,064.83	57,639.44	103,039.00	186,743.27
Sales Cash Over/Short	0.00	0.00	5.16	0.00	5.16
Total Income	0.00	26,064.83	57,644.60	103,039.00	186,748.43
Cost of Goods Sold					
CO2 Purchases	0.00	0.00	0.00	1,435.40	1,435.40
EDIBLES	0.00	4,610.00	0.00	418.01	5,028.01
VERT COGS	0.00	4,610.00	0.00	418.01	5,028.01
Total EDIBLES	0.00	4,610.00	0.00	418.01	5,028.01
Flower	0.00	46,642.00	12,913.00	0.00	59,555.00
Lab Testing	0.00	0.00	0.00	600.00	600.00
O pen/VAPe	0.00	14,200.00	13,750.00	47,369.91	75,319.91
Packaging	0.00	575.00	0.00	0.00	575.00
Smoking Accessories	0.00	285.00	285.00	0.00	570.00
SOIL	27,465.20	0.00	0.00	0.00	27,465.20
Trim	0.00	0.00	0.00	14,058.00	14,058.00
Total COGS	27,465.20	66,312.00	26,948.00	63,891.32	184,606.52
Gross Profit	-27,465.20	-40,247.17	30,696.60	39,157.68	2,141.91
Expense					
Advertising & Marketing					
Misc. Marketing	0.00	1,100.00	0.00	0.00	1,100.00
Cab Driver Incentives	0.00	126.00	70.98	200.00	396.98
Misc. Marketing - Other					
Total Misc. Marketing	0.00	1,226.00	70.98	200.00	1,496.98
200 - Advertising Production	2,704.75	110.00	500.00	0.00	3,314.75
300 - Media	26,158.00	19,470.00	2,950.00	0.00	48,578.00
400 - Website/Online	4,199.93	0.00	0.00	0.00	4,199.93
700 - Special Events	0.00	960.00	0.00	0.00	960.00
Total Advertising & Marketing	33,062.75	21,766.00	3,520.98	200.00	58,549.73
Auto Expenses					
Auto Insurance	2,088.00	0.00	0.00	0.00	2,088.00
Fuel	0.00	0.00	0.00	92.89	92.89
Total Auto Expenses	2,088.00	0.00	0.00	92.89	2,180.89

DOT-TGIG000142

0019-00142

SA001950

U.S. Postal Service®
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com.

CARSON CITY, NV 89706

OFFICIAL USE

Certified Mail Fee \$3.30

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.47

Total Postage and Fees \$5.12

Sent to NV Dept of Taxation

Street and Apt. No. or P.O. Box No. 1550 College Parkway

City, State, ZIP+4® Carson City NV 89706

PS Form 3800, April 2015 PSN 7530-0-000-9047 See Reverse for Instructions

Date 5/3/16 002086

To NV Dept of Taxation

For

PREVIOUS BALANCE		
App'l mmt		
TOTAL	3713.60	
THIS CHECK		
BALANCE		

16047500074001 5/3/16 002086

2025 E Valley View Blvd
 Las Vegas, NV 89128

PAY TO THE ORDER OF Nevada Dept of Taxation \$3713.60

Three thousand seven hundred and thirteen and 60/100 DOLLARS

16047500074001 5/3/16 002086

Check 2086 Amount \$3,713.60 Date 5/27/2016

JAMES C BROWN JR
 1001 E SUNSET RD UNIT 1001
 LAS VEGAS
 NV
 89199-9712
 3148920016
 05/05/2016 (800)275-8777 2:16 PM

Product Description	Sale Qty	Final Price
First-Class Mail Letter (Domestic) (SAN FRANCISCO, CA 94120) (Weight:0 Lb 0.40 Oz) (Expected Delivery Day) (Monday 05/09/2016)	1	\$0.47
Certified (USPS Certified Mail #) (70160750000009262537)	1	\$3.30
Return Receipt (elec)	1	\$1.35
First-Class Mail Letter (Domestic) (CARSON CITY, NV 89706) (Weight:0 Lb 0.40 Oz) (Expected Delivery Day) (Monday 05/09/2016)	1	\$0.47
Certified (USPS Certified Mail #) (70160750000009262544)	1	\$3.30
Return Receipt (elec)	1	\$1.35
Total		\$10.24
Debit Card Remit'd (Card Name:Debit Card) (Account #:XXXXXXXXXX1579) (Approval #:139105) (Transaction #:393) (Receipt #:001456) (Debit Card Purchase:\$10.24) (Cash Back:\$0.00)		\$10.24

 BRIGHTEN SOMEONE'S MAILBOX. Greeting cards available for purchase at select Post Offices.

In a hurry? Self-service kiosks offer quick and easy check-out. Any Retail Associate can show you how.

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit USPS.com USPS Tracking or call 1-800-222-1811

DOT-TGIG000143

For Return Receipt (by email), visit USPS.com Track & Manage to track your

0019-00143
 SA001951

COPIES

NEVADA DEPARTMENT OF TAXATION

TID No:001-TX-

1017713391 - 002

MEDICAL MARIJUANA TAX RETURN Cultivator, Producer, & Dispensary

MAIL ORIGINAL TO: NEVADA DEPARTMENT OF TAXATION
1550 COLLEGE PARKWAY
CARSON CITY, NV 89706

TGIG LLC
DBA The Grove
5570 Valley View Blvd
Las Vegas NV 89118

For Department Use Only

Return for month ending 5/31/16

Due on or before 7/1/16

Date paid

IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL APPLY. If the business name or address has changed, please contact the Call Center at (866) 962-3707 as soon as possible to update your account with the Department.

CULTIVATION FACILITY

1. TOTAL SALES MADE THIS PERIOD

PRODUCTION FACILITY

2. TOTAL SALES MADE THIS PERIOD

MEDICAL MARIJUANA DISPENSARY

3. TOTAL SALES MADE THIS PERIOD

4. TOTAL COMBINED SALES MADE THIS PERIOD - (Line 1 + Line 2 + Line 3)

5. TOTAL CALCULATED TAX [Line 4 x 2% (0.02)]

6. CREDITS (Overpayments as determined by the Department)

7. NET TAX DUE (Line 5 minus Line 6)

8. PENALTY IF LATE (See Instructions)

9. INTEREST IF LATE (See Instructions)

10. PREVIOUS DEBTS (Outstanding Liabilities as determined by the Department)

11. TOTAL AMOUNT DUE AND PAYABLE (Line 7 + Line 8 + Line 9 + Line 10)

12. AMOUNT PAID

1. 0.00
2. 79,244.00
3.
4. 79,244.00
5. 1,584.88
6. ~~436.88~~
7. 1146.00 1584.88
8.
9.
10.
11. 1146.00 1584.88
12. 1146.00 1584.88

Already Applied
elsewhere

I HEREBY CERTIFY THAT THIS RETURN INCLUDING ANY ACCOMPANYING SCHEDULE AND STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE, CORRECT AND COMPLETE RETURN. RETURN MUST BE SIGNED.

ENTER NAME OF PERSON
SIGNING RETURN

Dimitri Koupebas

MAKE CHECKS PAYABLE TO
NEVADA DEPT OF TAXATION

A RETURN MUST BE FILED EVEN IF
NO TAX LIABILITY EXISTS

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MEDICAL MARIJUANA TAX
RETURN Revised 12/01/15

Nevada Department of Taxation
Las Vegas District
555 E Washington Ave., Suite 1300
Las Vegas, NV 89101

DATE 06/16/2016 THU
BRCH 197
EXCISE 53116 \$1246.69
EXCISE 53116 \$1437.59
EXCISE 53116 \$1584.88
TOTAL \$4269.16
CASH \$4269.16
TIME 09:50
NO. 042905 REG 01 DRAWN

(866) 962-3707
Visit us at www.tax.state.nv.us
THANK YOU

DOT-TGIG000144

0019-00144
SA001952

NEVADA DEPARTMENT OF TAXATION

MEDICAL MARIJUANA TAX RETURN
Cultivator, Producer, & Dispensary

TID No:001-TX- 1017713391 - 003

MAIL ORIGINAL TO: NEVADA DEPARTMENT OF TAXATION
1550 COLLEGE PARKWAY
CARSON CITY, NV 89706

TGIG, LLC
DBA The Grove
1541 E Basin Avenue
Rahrum, NV 89060

For Department Use Only

Return for month ending 5/31/16

11/16

IF I
AP
the
ac

WILL
contact
your

CULTIVATION FACILITY

1. TOTAL SALES MADE THIS PERIOD

PRODUCTION FACILITY

2. TOTAL SALES MADE THIS PERIOD

MEDICAL MARIJUANA DISPENSARY

3. TOTAL SALES MADE THIS PERIOD

4. TOTAL COMBINED SALES MADE THIS PERIOD - (Line 1 + Line 2)

5. TOTAL CALCULATED TAX [Line 4 x 2% (0.02)]

6. CREDITS (Overpayments as determined by the Department)

7. NET TAX DUE (Line 5 minus Line 6)

8. PENALTY IF LATE (See Instructions)

9. INTEREST IF LATE (See Instructions)

10. PREVIOUS DEBTS (Outstanding Liabilities as determined by the Department)

11. TOTAL AMOUNT DUE AND PAYABLE (Line 7 + Line 8 + Line 9 + Line 10)

12. AMOUNT PAID

Las Vegas field
Office: CASH
Grant Sawyer
Bldg @ 555 E.
Washington Ave. Ste 300

34.07

34.07

12.69

7.

8.

9.

10.

11. 1,246.69

12. 1,246.69

I HEREBY CERTIFY THAT THIS RETURN INCLUDING ANY ACCOMPANYING SCHEDULE AND STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE, CORRECT AND COMPLETE RETURN. **RETURN MUST BE SIGNED.**

ENTER NAME OF PERSON
SIGNING RETURN

Demetri Kouretas

SIGNATURE OF TAXPAYER OR AUTHORIZED AGENT

CEO

702.334.5301

TITLE

PHONE NUMBER (WITH AREA CODE)

46-5292431

6/3/16

FEDERAL TAX ID NUMBER (EIN OR SSN)

DATE



**MAKE CHECKS PAYABLE TO
NEVADA DEPT OF TAXATION**

**A RETURN MUST BE FILED EVEN IF
NO TAX LIABILITY EXISTS**

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MEDICAL MARIJUANA TAX
RETURN Revised 12/01/15

DOT-TGIG000145

0019-00145
SA001953

NEVADA DEPARTMENT OF TAXATION

TID No:001-TX- 1017713391 - 001

MEDICAL MARIJUANA TAX RETURN
Cultivator, Producer, & DispensaryMAIL ORIGINAL TO: NEVADA DEPARTMENT OF TAXATION
1550 COLLEGE PARKWAY
CARSON CITY, NV 89706

TEIG LLC
Dba The Grove
4647 Swenson Street
Las Vegas, NV 89119

For Department Use Only

Return for month ending 5/31/16
Due on or before 7/1/16
Date paid

IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL APPLY. If the business name or address has changed, please contact the Call Center at (866) 962-3707 as soon as possible to update your account with the Department.

CULTIVATION FACILITY

1. TOTAL SALES MADE THIS PERIOD

PRODUCTION FACILITY

2. TOTAL SALES MADE THIS PERIOD

MEDICAL MARIJUANA DISPENSARY

3. TOTAL SALES MADE THIS PERIOD

4. TOTAL COMBINED SALES MADE THIS PERIOD - (Line 1 + Line 2 + Line 3)

5. TOTAL CALCULATED TAX [Line 4 x 2% (0.02)]

6. CREDITS (Overpayments as determined by the Department)

7. NET TAX DUE (Line 5 minus Line 6)

8. PENALTY IF LATE (See Instructions)

9. INTEREST IF LATE (See Instructions)

10. PREVIOUS DEBTS (Outstanding Liabilities as determined by the Department)

11. TOTAL AMOUNT DUE AND PAYABLE (Line 7 + Line 8 + Line 9 + Line 10)

12. AMOUNT PAID

1.
2.
3. 71,879.22
4. 71,879.22
5. 1437.59
6.
7. 1437.59
8.
9.
10.
11. 1437.59
12. 1437.59

I HEREBY CERTIFY THAT THIS RETURN INCLUDING ANY ACCOMPANYING SCHEDULE AND STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE, CORRECT AND COMPLETE RETURN. **RETURN MUST BE SIGNED.**

ENTER NAME OF PERSON
SIGNING RETURN

Demetri Koupetas

SIGNATURE OF TAXPAYER OR AUTHORIZED AGENT

CEO

702-334-5301

46-5292431

PHONE NUMBER (WITH AREA CODE)

FEDERAL TAX ID NUMBER (EIN OR SSN)

DATE 6/3/16



**MAKE CHECKS PAYABLE TO
NEVADA DEPT OF TAXATION**

**A RETURN MUST BE FILED EVEN IF
NO TAX LIABILITY EXISTS**

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MEDICAL MARIJUANA TAX
RETURN Revised 12/01/15

DOT-TGIG000146

0019-00146
SA001954



BRIAN SANDOVAL
Governor

JOAN LAMBERT
Chair, Nevada Tax Commission

DEONNE E. CONTINE
Executive Director

STATE OF NEVADA
DEPARTMENT OF TAXATION

Web Site: <http://tax.nv.gov>
1550 College Parkway, Suite 115
Carson City, Nevada, 89706-7937
Phone: (775) 684-2000 Fax: (775) 684-2020
Call Center: (866) 962-3707

LAS VEGAS OFFICE
Grant Sawyer Office Bldg, Suite 1300
555 E. Washington Avenue
Las Vegas, Nevada, 89101
Phone: (702) 486-2300 Fax: (702) 486-2373

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

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

GROVE THE
5570 S VALLEY VIEW BLVD
LAS VEGAS NV 89118-2420

Taxpayer ID: 1017713391-002
Account No.: 102465212
Period End Date: 02/29/2016
Tax type: MMT
Correspondence ID: 1600009850353
Date: 05/16/2016

This is not a bill

Credit Notice for Medical Marijuana Tax Type

Dear Taxpayer:

As of this date, our records indicate that the above referenced account has a credit balance in the amount of \$438.88 for the period ending 02/29/2016.

Please check your records to verify the credit on your account is valid and is not the result of an error. If you determine this credit is the result of an error, or if you cannot determine the source of this credit, please contact the Department.

Please be advised that penalty and interest can result from using an invalid credit.

The Department will automatically use your credit(s) to satisfy existing liabilities, liabilities created from amendments, and future liabilities. If your account is closed you may request a refund of your credit. If there are missing tax returns on your account, or if you owe the Department for unpaid taxes, the refund processing will be delayed until the credits are applied.

Please direct any questions regarding this matter to the Nevada Department of Taxation's Call Center at (866) 962-3707.

Sincerely,

State of Nevada Department of Taxation

DOT-TGIG000147

0019-00147
SA001955

7:25 PM

07/26/18

Cash Basis

TGIG, LLC
Profit & Loss by Class
May 2016

Ordinary Income/Expense	Cultivation	Las Vegas Dispensary	Pahrump Dispensary	Production	TOTAL
Income					
SALES					
SALES - Cannabis Medical					
MED Concentrate Sales	0.00	3,023.10	3,479.84	0.00	6,502.94
MED Edibles Sales	0.00	6,728.96	5,476.22	0.00	12,205.18
MED Flower Sales	0.00	54,650.08	52,910.90	0.00	107,560.98
MED Open Vape Sales	0.00	21,755.37	11,788.79	79,244.00	112,788.16
MED Sales Discount - Cannabis	0.00	-14,706.54	-11,390.47	0.00	-26,097.01
Total SALES - Cannabis Medical	0.00	71,480.97	62,265.28	79,244.00	213,000.25
SALES - Non Cannabis					
Merchandise Sales	0.00	692.03	123.66	0.00	815.69
Paraphernalia Sales	0.00	423.47	487.90	0.00	911.37
Sales Discount - Non Cannabis	0.00	-114.33	-38.97	0.00	-153.30
Total SALES - Non Cannabis	0.00	1,001.17	572.59	0.00	1,573.76
Total SALES	0.00	72,482.14	62,837.87	79,244.00	214,574.01
Sales Cash Over/Short	0.00	81.00	43.32	0.00	124.32
Total Income	0.00	72,573.14	62,881.19	79,244.00	214,698.33
Cost of Goods Sold					
CO2 Purchases	0.00	0.00	0.00	1,640.68	1,640.68
Concentrates	0.00	1,855.00	0.00	0.00	1,855.00
EDIBLES					
VERT COGS	0.00	3,325.00	5,665.00	948.43	9,938.43
Total EDIBLES	0.00	3,325.00	5,665.00	948.43	9,938.43
Flower	0.00	15,246.00	31,105.00	0.00	46,351.00
Lab Testing	0.00	0.00	0.00	3,800.00	3,800.00
Open/Vape	0.00	13,641.00	8,500.00	12,216.51	34,357.51
Packaging	0.00	0.00	0.00	4,855.35	4,855.35
Terpenes	0.00	0.00	0.00	1,080.00	1,080.00
Total COGS	0.00	34,067.00	45,270.00	24,540.97	103,877.97
Gross Profit	0.00	38,506.14	17,611.19	54,703.03	110,820.36
Expense					
Advertising & Marketing					
100 - Consultants	13,700.00	0.00	0.00	0.00	13,700.00
200 - Advertising Production	8,140.29	162.69	0.00	0.00	8,302.98
300 - Media	33,489.50	17,148.00	1,276.00	0.00	51,913.50
400 - Website/Online	4,055.65	0.00	0.00	0.00	4,055.65
700 - Special Events	3,880.83	243.34	34.93	0.00	4,159.10
Total Advertising & Marketing	63,266.27	17,554.03	1,310.93	0.00	82,131.23
Auto Expenses					
Fuel	0.00	0.00	0.00	33.00	33.00
Total Auto Expenses	0.00	0.00	0.00	33.00	33.00
Donations					
Charitable Contributions	5,000.00	0.00	0.00	0.00	5,000.00
Political Donations	1,000.00	0.00	0.00	0.00	1,000.00
Total Donations	6,000.00	0.00	0.00	0.00	6,000.00

DOT-TGIG000148

0019-00148

SA001956

NEVADA DEPARTMENT OF TAXATION

TID No:001-TX-

1017713391

001

MEDICAL MARIJUANA TAX RETURN
Cultivator, Producer, & Dispensary

MAIL ORIGINAL TO: NEVADA DEPARTMENT OF TAXATION
1550 COLLEGE PARKWAY
CARSON CITY, NV 89706

TGIG, LLC DBA THE GROVE

4647 Sullivan Street
Las Vegas, NV 89119

For Department Use Only

Return for month ending 06/30/16

Due on or before 08/01/16

Date paid 07/08/16

IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL APPLY. If the business name or address has changed, please contact the Call Center at (866) 962-3707 as soon as possible to update your account with the Department.

CULTIVATION FACILITY

1. TOTAL SALES MADE THIS PERIOD

PRODUCTION FACILITY

2. TOTAL SALES MADE THIS PERIOD

MEDICAL MARIJUANA DISPENSARY

3. TOTAL SALES MADE THIS PERIOD

4. TOTAL COMBINED SALES MADE THIS PERIOD - (Line 1 + Line 2 + Line 3)

5. TOTAL CALCULATED TAX [Line 4 x 2% (0.02)]

6. CREDITS (Overpayments as determined by the Department)

7. NET TAX DUE (Line 5 minus Line 6)

8. PENALTY IF LATE (See Instructions)

9. INTEREST IF LATE (See Instructions)

10. PREVIOUS DEBTS (Outstanding Liabilities as determined by the Department)

11. TOTAL AMOUNT DUE AND PAYABLE (Line 7 + Line 8 + Line 9 + Line 10)

12. AMOUNT PAID

1.	
2.	
3.	94,641.72
4.	94,641.72
5.	1,892.83
6.	
7.	1,892.83
8.	
9.	0.00
10.	
11.	1,892.83
12.	

I HEREBY CERTIFY THAT THIS RETURN INCLUDING ANY ACCOMPANYING SCHEDULE AND STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE CORRECT AND COMPLETE RETURN **RETURN MUST BE SIGNED.**

**MAKE CHECKS PAYABLE TO
NEVADA DEPT OF TAXATION**

**A RETURN MUST BE FILED EVEN IF
NO TAX LIABILITY EXISTS**

To email, save this form to your computer and email the attachment to nevadaolt@tax.state.nv.us with the subject of 'Medical Marijuana Tax Return'. Your email, including attachments, cannot exceed 10 MB.

Nevada Department of Taxation
Las Vegas District
555 E. Wash
Suite 1300

DATE

1017713391

BATCH 227

63016

\$1892.83

EXCISE

63016

\$1425.38

EXCISE

63016

\$1401.60

EXCISE

TOTAL

\$4719.81

CASH

\$4719.81

TIME 11:17

NO.044945 REG 01 DRAWER 2

(866) 962-3707

Visit us at www.tax.state.nv.us

THANK YOU

MEDICAL MARIJUANA TAX
RETURN Revised 12/01/15

DOT-TGIG000149

0019-00149
SA001957

NEVADA DEPARTMENT OF TAXATION

TID No:001-TX-

1017713391

002

**MEDICAL MARIJUANA TAX RETURN
Cultivator, Producer, & Dispensary**MAIL ORIGINAL TO: NEVADA DEPARTMENT OF TAXATION
1550 COLLEGE PARKWAY
CARSON CITY, NV 89706

TGIG, LLC DBA THE GROVE

5570 So Valley View Blvd
Las Vegas NV 89118

For Department Use Only

Return for month ending 06/30/16

Due on or before 08/01/16

Date paid 07/08/16

IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL
APPLY. If the business name or address has changed, please contact
the Call Center at (866) 962-3707 as soon as possible to update your
account with the Department.**CULTIVATION FACILITY**

1. TOTAL SALES MADE THIS PERIOD

PRODUCTION FACILITY

2. TOTAL SALES MADE THIS PERIOD

MEDICAL MARIJUANA DISPENSARY

3. TOTAL SALES MADE THIS PERIOD

4. TOTAL COMBINED SALES MADE THIS PERIOD - (Line 1 + Line 2 + Line 3)

5. TOTAL CALCULATED TAX [Line 4 x 2% (0.02)]

6. CREDITS (Overpayments as determined by the Department)

7. NET TAX DUE (Line 5 minus Line 6)

8. PENALTY IF LATE (See Instructions)

9. INTEREST IF LATE (See Instructions)

10. PREVIOUS DEBTS (Outstanding Liabilities as determined by the Department)

11. TOTAL AMOUNT DUE AND PAYABLE (Line 7+ Line 8 + Line 9 + Line 10)

12. AMOUNT PAID

1. 0.00

2. 71,269.00

3.

4. 71,269.00

5. 1,425.38

6.

7. 1,425.38

8.

9. 0.00

10.

11. 1,425.38

12.

I HEREBY CERTIFY THAT THIS RETURN INCLUDING ANY ACCOMPANYING SCHEDULE AND
STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF
IS A TRUE CORRECT AND COMPLETE RETURN **RETURN MUST BE SIGNED.**ENTER NAME OF PERSON
SIGNING RETURN DEMETRI KOURETAS

SIGNATURE OF TAXPAYER OR AUTHORIZED AGENT

CEO (702) 334-5301

TITLE PHONE NUMBER (WITH AREA CODE)

465292431 7/8/16

FEDERAL TAX ID NUMBER (EIN OR SSN) DATE

**MAKE CHECKS PAYABLE TO
NEVADA DEPT OF TAXATION****A RETURN MUST BE FILED EVEN IF
NO TAX LIABILITY EXISTS**To email, save this form to your computer and email the
attachment to nevadaolt@tax.state.nv.us with the subject of
'Medical Marijuana Tax Return' Your email, including
attachments, cannot exceed 10 MB.MEDICAL MARIJUANA TAX
RETURN Revised 12/01/15

DOT-TGIG000150

0019-00150
SA001958

NEVADA DEPARTMENT OF TAXATION

TID No:001-TX-

1017713391

003

MEDICAL MARIJUANA TAX RETURN
Cultivator, Producer, & DispensaryMAIL ORIGINAL TO: NEVADA DEPARTMENT OF TAXATION
1550 COLLEGE PARKWAY
CARSON CITY, NV 89706

TGIG, LLC DBA THE GROVE

1541 E. Basin Avenue
Pahump, NV 89060

For Department Use Only

Return for month ending 06/30/16

Due on or before 08/01/16

Date paid 07/08/16

IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL APPLY. If the business name or address has changed, please contact the Call Center at (866) 962-3707 as soon as possible to update your account with the Department.

CULTIVATION FACILITY

1. TOTAL SALES MADE THIS PERIOD

PRODUCTION FACILITY

2. TOTAL SALES MADE THIS PERIOD

MEDICAL MARIJUANA DISPENSARY

3. TOTAL SALES MADE THIS PERIOD

4. TOTAL COMBINED SALES MADE THIS PERIOD - (Line 1 + Line 2 + Line 3)

5. TOTAL CALCULATED TAX [Line 4 x 2% (0.02)]

6. CREDITS (Overpayments as determined by the Department)

7. NET TAX DUE (Line 5 minus Line 6)

8. PENALTY IF LATE (See Instructions)

9. INTEREST IF LATE (See Instructions)

10. PREVIOUS DEBTS (Outstanding Liabilities as determined by the Department)

11. TOTAL AMOUNT DUE AND PAYABLE (Line 7+ Line 8 + Line 9 + Line 10)

12. AMOUNT PAID

1.	
2.	
3.	70,080.20
4.	70,080.20
5.	1,401.60
6.	
7.	1,401.60
8.	
9.	0.00
10.	
11.	1,401.60
12.	

I HEREBY CERTIFY THAT THIS RETURN INCLUDING ANY ACCOMPANYING SCHEDULE AND STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE, CORRECT AND COMPLETE RETURN. **RETURN MUST BE SIGNED.**ENTER NAME OF PERSON
SIGNING RETURN

DEMETRI KOURETAS

SIGNATURE OF TAXPAYER OR AUTHORIZED AGENT

CEO

(702) 334-5301

TITLE

PHONE NUMBER (WITH AREA CODE)

465292431

7/8/16

FEDERAL TAX ID NUMBER (EIN OR SSN)

DATE

**MAKE CHECKS PAYABLE TO
NEVADA DEPT OF TAXATION****A RETURN MUST BE FILED EVEN IF
NO TAX LIABILITY EXISTS**To email, save this form to your computer and email the attachment to nevadaolt@tax.state.nv.us with the subject of 'Medical Marijuana Tax Return'. Your email, including attachments, cannot exceed 10 MB.MEDICAL MARIJUANA TAX
0019-00151
SA001959

DOT-TGIG000151

0019-00151

SA001959



7:16 PM
07/26/18
Cash Basis

Profit & Loss by Class
June 2016

Ordinary Income/Expense

	Cultivation	Las Vegas Dispensary	Pahrump Dispensary	Production	TOTAL
Income					
SALES					
SALES - Cannabis Medical					
MED Concentrate Sales	0.00	5,934.53	3,862.14	0.00	9,796.67
MED Edibles Sales	0.00	9,442.75	4,914.21	0.00	14,356.96
MED Flower Sales	0.00	66,634.68	60,952.44	0.00	127,587.12
MED Cannabis Sales	0.00	8.00	0.00	0.00	8.00
MED Open Vape Sales	0.00	26,939.97	12,954.23	71,269.00	111,163.20
MED Sales Discount - Cannabis	0.00	-14,801.75	-12,828.77	0.00	-27,630.52
MED VERT Sales	0.00	573	0.00	0.00	573
Total SALES - Cannabis Medical	0.00	94,163.91	69,854.35	71,269.00	235,287.16
SALES - Non Cannabis					
CBD Sales (Non-Taxed)	0.00	550.17	292.73	0.00	842.90
Merchandise Sales	0.00	963.76	312.42	0.00	1,276.18
Paraphernalia Sales	0.00	646.32	371.74	0.00	1,018.06
Sales Discount - Non Cannabis	0.00	-222.41	-128.43	0.00	-350.84
Total SALES - Non Cannabis	0.00	1,937.84	846.46	0.00	2,784.30
Total SALES	0.00	96,101.75	70,702.71	71,269.00	238,073.46
Sales Cash Over/Short	2.00	8.00	36.33	0.00	46.33
Total Income	2.00	96,109.75	70,739.04	71,269.00	238,119.79
Cost of Goods Sold	0.00	2,235.00	2,235.00	0.00	4,470.00
Concentrates					
EDIBLES					
VERT COGS	0.00	9,540.00	6,317.67	1,460.80	17,318.47
Total EDIBLES	0.00	9,540.00	6,317.67	1,460.80	17,318.47
Flower	0.00	22,366.00	21,272.00	1,050.00	44,688.00
Merchandise	0.00	25.98	0.00	0.00	25.98
OpenVAPE	0.00	7,800.00	5,900.00	6,561.98	20,261.98
Packaging	245.00	3,105.00	3,105.00	1,156.64	7,611.64
Smoking Accessories	0.00	142.50	142.50	0.00	285.00
Total COGS	245.00	45,214.48	38,972.17	10,229.42	94,661.07
Gross Profit	-243.00	50,895.27	31,766.87	61,039.58	143,458.72
Expense					
Advertising & Marketing					
Misc. Marketing	0.00	300.00	0.00	0.00	300.00
Cab Driver Incentives					
Total Misc. Marketing	0.00	300.00	0.00	0.00	300.00
100 - Consultants	2,150.00	0.00	0.00	0.00	2,150.00
200 - Advertising Production	0.00	0.00	0.00	2,367.75	2,367.75
300 - Media	27,139.00	16,620.00	1,400.00	0.00	45,159.00
400 - Website/Online	2,500.00	0.00	0.00	0.00	2,500.00
700 - Special Events	673.97	300.00	0.00	0.00	973.97
Total Advertising & Marketing	32,462.97	17,220.00	1,400.00	2,367.75	53,450.72
Auto Expenses					
Fuel	0.00	0.00	0.00	67.00	67.00
Total Auto Expenses	0.00	0.00	0.00	67.00	67.00

DOT-TGIG000152

0019-00152
SA001960

NEVADA DEPARTMENT OF TAXATION
MEDICAL MARIJUANA TAX RETURN
Cultivator, Producer, & Dispensary

TID No:001-TX- **1017713391** - **002**

MAIL ORIGINAL TO: NEVADA DEPARTMENT OF TAXATION
1550 COLLEGE PARKWAY
CARSON CITY, NV 89706

TGIG, LLC DBA THE GROVE
5570 S VALLEY VIEW BLVD
LAS VEGAS, NV 89118

For Department Use Only

Return for month ending 07/31/16

Due on or before 08/31/16

Date paid 08/19/16

IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL APPLY. If the business name or address has changed, please contact the Call Center at (866) 962-3707 as soon as possible to update your account with the Department.

CULTIVATION FACILITY

1. TOTAL SALES MADE THIS PERIOD

PRODUCTION FACILITY

2. TOTAL SALES MADE THIS PERIOD

MEDICAL MARIJUANA DISPENSARY

3. TOTAL SALES MADE THIS PERIOD

4. TOTAL COMBINED SALES MADE THIS PERIOD - (Line 1 + Line 2 + Line 3)

5. TOTAL CALCULATED TAX [Line 4 x 2% (0.02)]

6. CREDITS (Overpayments as determined by the Department)

7. NET TAX DUE (Line 5 minus Line 6)

8. PENALTY IF LATE (See Instructions)

9. INTEREST IF LATE (See Instructions)

10. PREVIOUS DEBTS (Outstanding Liabilities as determined by the Department)

11. TOTAL AMOUNT DUE AND PAYABLE (Line 7+ Line 8 + Line 9 + Line 10)

12. AMOUNT PAID

1. 65,188.00

2. 108,272.00

3.

4. 173,460.00

5. 3,469.20

6.

7. 3,469.20

8.

9. 0.00

10.

11. 3,469.20

12. 3469.20

I HEREBY CERTIFY THAT THIS RETURN INCLUDING ANY ACCOMPANYING SCHEDULE AND STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE, CORRECT AND COMPLETE RETURN **RETURN MUST BE SIGNED.**

ENTER NAME OF PERSON
SIGNING RETURN DEMETRI KOURETAS

SIGNATURE OF TAXPAYER OR AUTHORIZED AGENT

CEO (702) 334-5301

TITLE PHONE NUMBER (WITH AREA CODE)

465292431 8/19/16

FEDERAL TAX ID NUMBER (EIN OR SSN)

DATE

**MAKE CHECKS PAYABLE TO
NEVADA DEPT OF TAXATION**

**A RETURN MUST BE FILED EVEN IF
NO TAX LIABILITY EXISTS**

To email, save this form to your computer and email the attachment to nevadaolt@tax.state.nv.us with the subject of 'Medical Marijuana Tax Return'. Your email, including attachments, cannot exceed 10 MB.

MEDICAL MARIJUANA TAX
RETURN 08/15

DOT-TGIG000153

0019-00153
SA001961

NEVADA DEPARTMENT OF TAXATION

TID No:001-TX-

1017713391

003

**MEDICAL MARIJUANA TAX RETURN
Cultivator, Producer, & Dispensary**

MAIL ORIGINAL TO: NEVADA DEPARTMENT OF TAXATION
1550 COLLEGE PARKWAY
CARSON CITY, NV 89706

TGIG, LLC DBA THE GROVE
1541 E BASIN AVENUE
PAHRUMP, NV 89060

For Department Use Only

Return for month ending 07/31/16

Due on or before 08/31/16

Date paid 08/19/16

IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL APPLY. If the business name or address has changed, please contact the Call Center at (866) 962-3707 as soon as possible to update your account with the Department.

CULTIVATION FACILITY

1. TOTAL SALES MADE THIS PERIOD

PRODUCTION FACILITY

2. TOTAL SALES MADE THIS PERIOD

MEDICAL MARIJUANA DISPENSARY

3. TOTAL SALES MADE THIS PERIOD

4. TOTAL COMBINED SALES MADE THIS PERIOD - (Line 1 + Line 2 + Line 3)

5. TOTAL CALCULATED TAX [Line 4 x 2% (0.02)]

6. CREDITS (Overpayments as determined by the Department)

7. NET TAX DUE (Line 5 minus Line 6)

8. PENALTY IF LATE (See Instructions)

9. INTEREST IF LATE (See Instructions)

10. PREVIOUS DEBTS (Outstanding Liabilities as determined by the Department)

11. TOTAL AMOUNT DUE AND PAYABLE (Line 7+ Line 8 + Line 9 + Line 10)

12. AMOUNT PAID

1.	
2.	
3.	72,519.24
4.	72,519.24
5.	1,450.38
6.	
7.	1,450.38
8.	
9.	0.00
10.	
11.	1,450.38
12.	1,450.38

I HEREBY CERTIFY THAT THIS RETURN INCLUDING ANY ACCOMPANYING SCHEDULE AND STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE, CORRECT AND COMPLETE RETURN **RETURN MUST BE SIGNED.**

ENTER NAME OF PERSON
SIGNING RETURN DEMETRI KOURETAS

SIGNATURE OF TAXPAYER OR AUTHORIZED AGENT

CEO (702) 334-5301

TITLE PHONE NUMBER (WITH AREA CODE)

465292431 8/19/16

FEDERAL TAX ID NUMBER (EIN OR SSN)

DATE

**MAKE CHECKS PAYABLE TO
NEVADA DEPT OF TAXATION**

**A RETURN MUST BE FILED EVEN IF
NO TAX LIABILITY EXISTS**

To email, save this form to your computer and email the attachment to nevadaolt@tax.state.nv.us with the subject of 'Medical Marijuana Tax Return'. Your email, including attachments, cannot exceed 10 MB.



MEDICAL MARIJUANA TAX
DOT-TGIG000154 01/15

0019-00154
SA001962

NEVADA DEPARTMENT OF TAXATION

TID No:001-TX-

1017713391

001

MEDICAL MARIJUANA TAX RETURN
Cultivator, Producer, & DispensaryMAIL ORIGINAL TO: NEVADA DEPARTMENT OF TAXATION
1550 COLLEGE PARKWAY
CARSON CITY, NV 89706TGIG, LLC DBA THE GROVE
4647 SWENSON STREET
LAS VEGAS, NV 89119

For Department Use Only

Return for month ending 07/31/16

Due on or before 08/31/16

Date paid 08/19/16

IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL APPLY. If the business name or address has changed, please contact the Call Center at (866) 962-3707 as soon as possible to update your account with the Department.**CULTIVATION FACILITY**

1. TOTAL SALES MADE THIS PERIOD

PRODUCTION FACILITY

2. TOTAL SALES MADE THIS PERIOD

MEDICAL MARIJUANA DISPENSARY

3. TOTAL SALES MADE THIS PERIOD

4. TOTAL COMBINED SALES MADE THIS PERIOD - (Line 1 + Line 2 + Line 3)

5. TOTAL CALCULATED TAX [Line 4 x 2% (0.02)]

6. CREDITS (Overpayments as determined by the Department)

7. NET TAX DUE (Line 5 minus Line 6)

8. PENALTY IF LATE (See Instructions)

9. INTEREST IF LATE (See Instructions)

10. PREVIOUS DEBTS (Outstanding Liabilities as determined by the Department)

11. TOTAL AMOUNT DUE AND PAYABLE (Line 7+ Line 8 + Line 9 + Line 10)

12. AMOUNT PAID

1.	
2.	
3.	104,921.14
4.	104,921.14
5.	2,098.42
6.	
7.	2,098.42
8.	
9.	0.00
10.	
11.	2,098.42
12.	2098.42

I HEREBY CERTIFY THAT THIS RETURN INCLUDING ANY ACCOMPANYING SCHEDULE AND STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE, CORRECT AND COMPLETE RETURN. **RETURN MUST BE SIGNED.**ENTER NAME OF PERSON
SIGNING RETURN DEMETRI KOURETAS

SIGNATURE OF TAXPAYER OR AUTHORIZED AGENT

CEO (702) 334-5301

TITLE PHONE NUMBER (WITH AREA CODE)

465292431 8/19/16

FEDERAL TAX ID NUMBER (EIN OR SSN)

DATE

**MAKE CHECKS PAYABLE TO
NEVADA DEPT OF TAXATION****A RETURN MUST BE FILED EVEN IF
NO TAX LIABILITY EXISTS**

To email, save this form to your computer and email the attachment to nevadaolt@tax.state.nv.us with the subject of 'Medical Marijuana Tax Return'. Your email, including attachments, cannot exceed 10 MB.

MEDICAL MARIJUANA TAX
DOT-TGIG000155

DOT-TGIG000155

0019-00155
SA001963

Nevada Department of Taxation
Las Vegas District
555 E. Washington Ave., Suite 1300
Las Vegas, NV 89101

DATE 08/25/2016 THU
1017713391
BATCH 246
73116
SUT RTN \$14168.15
73116
EXCISE \$2098.42
73116
EXCISE \$3469.20
73116
EXCISE \$1450.38
TOTAL \$21186.15
CASH \$21186.15
NO.045301 REG 01 DRAWER 1 TIME 09:16

7 \$7,018.00

(866) 962-3707
Visit us at www.tax.state.nv.us
THANK YOU

Paid Cultivation Cash

DOT-TGIG000156

0019-00156
SA001964

7:09 PM

07/26/18

Cash Basis

TGIG, LLC
Profit & Loss by Class
July 1 - 30, 2016

Ordinary Income/Expense	Cultivation	Las Vegas Dispensary	Pahrump Dispensary	Production	TOTAL
Income					
SALES					
SALES - Cannabis Medical					
MED Concentrate Sales	0.00	4,165.19	2,804.59	0.00	6,969.78
MED Edibles Sales	0.00	12,151.88	6,344.02	0.00	18,495.90
MED Flower Sales	0.00	52,497.18	42,086.52	0.00	94,583.70
MED Cannabis Sales	65,188.00	21,235.63	22,833.46	0.00	109,257.09
MED Open Vape Sales	0.00	26,768.04	11,879.10	105,338.00	143,985.14
MED Sales Discount - Cannabis	0.00	-14,905.23	-13,620.03	0.00	-28,525.26
MED VERT Sales	0.00	0.00	0.00	2,934.00	2,934.00
Total SALES - Cannabis Medical	65,188.00	101,912.69	72,327.56	108,272.00	347,700.35
SALES - Non Cannabis					
CBD Sales (Non-Taxed)	0.00	1,276.02	1,115.20	0.00	2,391.22
Merchandise Sales	0.00	854.40	240.87	0.00	1,095.27
Paraphernalia Sales	0.00	1,215.05	9.30	0.00	1,224.35
Sales Discount - Non Cannabis	0.00	-1,030.56	-171.32	0.00	-1,201.88
Total SALES - Non Cannabis	0.00	2,314.91	1,194.85	0.00	3,509.76
Total SALES	65,188.00	104,227.60	73,521.71	108,272.00	351,209.31
Sales Cash Over/Short	0.00	9.01	9.10	0.00	18.11
Total Income	65,188.00	104,236.61	73,530.81	108,272.00	351,227.42
Cost of Goods Sold					
Apparel	0.00	3,627.50	3,627.50	0.00	7,255.00
CO2 Purchases	0.00	0.00	0.00	5,891.95	5,891.95
Concentrates	0.00	2,458.00	2,680.00	0.00	5,138.00
EDIBLES					
VERT COGS	0.00	6,368.00	3,675.00	1,825.74	11,868.74
Total EDIBLES	0.00	6,368.00	3,675.00	1,825.74	11,868.74
Flower	0.00	28,184.00	21,163.00	0.00	49,347.00
Flower - Cannabis	0.00	36,915.00	24,225.00	0.00	61,140.00
Lab Testing	8,775.00	0.00	0.00	0.00	12,825.00
Merchandise	0.00	75.50	0.00	0.00	75.50
OpenVAPE	0.00	31,405.00	18,929.00	7,478.56	57,812.56
Packaging	2,922.64	0.00	0.00	13,614.32	16,736.96
SOIL	21,026.00	0.00	0.00	0.00	21,026.00
Total COGS	32,723.64	109,033.00	74,299.50	33,060.59	249,116.73
Gross Profit	32,464.36	-4,796.39	-768.69	75,211.41	102,110.69
Expense					
Advertising & Marketing					
Misc. Marketing	0.00	395.00	0.00	0.00	395.00
Cab Driver Incentives	3,843.00	0.00	0.00	0.00	3,843.00
Misc. Marketing - Other					
Total Misc. Marketing	3,843.00	395.00	0.00	0.00	4,238.00
100 - Consultants	6,000.00	0.00	0.00	0.00	6,000.00
200 - Advertising Production	1,157.22	0.00	0.00	0.00	1,157.22
300 - Media	25,858.00	600.00	200.00	0.00	26,658.00
400 - Website/Online	4,000.00	0.00	0.00	0.00	4,000.00
700 - Special Events	377.94	0.00	0.00	0.00	377.94
Total Advertising & Marketing	41,236.16	995.00	200.00	0.00	42,431.16

DOT-TGIG000157

0019-00157

SA001965

NEVADA DEPARTMENT OF TAXATION

TID No:001-TX-

1017713391

001

MEDICAL MARIJUANA TAX RETURN
Cultivator, Producer, & DispensaryMAIL ORIGINAL TO: NEVADA DEPARTMENT OF TAXATION
1550 COLLEGE PARKWAY
CARSON CITY, NV 89706TGIG, LLC DBA, THE GROVE
4647 SWENSON STREET
LAS VEGAS, NV 89119

For Department Use Only

Return for month ending 08/31/16

Due on or before 09/30/16

Date paid 09/12/16

IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL APPLY. If the business name or address has changed, please contact the Call Center at (866) 962-3707 as soon as possible to update your account with the Department.

CULTIVATION FACILITY

1. TOTAL SALES MADE THIS PERIOD

PRODUCTION FACILITY

2. TOTAL SALES MADE THIS PERIOD

MEDICAL MARIJUANA DISPENSARY

3. TOTAL SALES MADE THIS PERIOD

4. TOTAL COMBINED SALES MADE THIS PERIOD - (Line 1 + Line 2 + Line 3)

5. TOTAL CALCULATED TAX [Line 4 x 2% (0.02)]

6. CREDITS (Overpayments as determined by the Department)

7. NET TAX DUE (Line 5 minus Line 6)

8. PENALTY IF LATE (See Instructions)

9. INTEREST IF LATE (See Instructions)

10. PREVIOUS DEBTS (Outstanding Liabilities as determined by the Department)

11. TOTAL AMOUNT DUE AND PAYABLE (Line 7+ Line 8 + Line 9 + Line 10)

12. AMOUNT PAID

1.	
2.	
3.	110,641.58
4.	110,641.58
5.	2,212.83
6.	
7.	2,212.83
8.	
9.	0.00
10.	
11.	2,212.83
12.	

I HEREBY CERTIFY THAT THIS RETURN INCLUDING ANY ACCOMPANYING SCHEDULE AND STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE, CORRECT AND COMPLETE RETURN **RETURN MUST BE SIGNED.**ENTER NAME OF PERSON
SIGNING RETURN DEMETRI KOURETAS

SIGNATURE OF TAXPAYER OR AUTHORIZED AGENT

CEO (702) 335-5301

TITLE PHONE NUMBER (WITH AREA CODE)

465292431 8/19/16

FEDERAL TAX ID NUMBER (EIN OR SSN)

DATE

MAKE CHECKS PAYABLE TO
NEVADA DEPT OF TAXATION**A RETURN MUST BE FILED EVEN IF**
NO TAX LIABILITY EXISTS

To email, save this form to your computer and email the attachment to nevadaolt@tax.state.nv.us with the subject of 'Medical Marijuana Tax Return'. Your email, including attachments, cannot exceed 10 MB.

MEDICAL MARIJUANA TAX
REVISED 08/11/15

DOT-TGIG000158

0019-00158
SA001966

NEVADA DEPARTMENT OF TAXATION

TID No:001-TX-

1017713391

002

MEDICAL MARIJUANA TAX RETURN
Cultivator, Producer, & DispensaryMAIL ORIGINAL TO: NEVADA DEPARTMENT OF TAXATION
1550 COLLEGE PARKWAY
CARSON CITY, NV 89706TGIG, LLC DBA, THE GROVE
5570 S VALLEY VIEW BLVD
LAS VEGAS, NV 89118

For Department Use Only

Return for month ending 08/31/16

Due on or before 09/30/16

Date paid 09/12/16

IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL APPLY. If the business name or address has changed, please contact the Call Center at (866) 962-3707 as soon as possible to update your account with the Department.

CULTIVATION FACILITY

1. TOTAL SALES MADE THIS PERIOD

PRODUCTION FACILITY

2. TOTAL SALES MADE THIS PERIOD

MEDICAL MARIJUANA DISPENSARY

3. TOTAL SALES MADE THIS PERIOD

4. TOTAL COMBINED SALES MADE THIS PERIOD - (Line 1 + Line 2 + Line 3)

5. TOTAL CALCULATED TAX [Line 4 x 2% (0.02)]

6. CREDITS (Overpayments as determined by the Department)

7. NET TAX DUE (Line 5 minus Line 6)

8. PENALTY IF LATE (See Instructions)

9. INTEREST IF LATE (See Instructions)

10. PREVIOUS DEBTS (Outstanding Liabilities as determined by the Department)

11. TOTAL AMOUNT DUE AND PAYABLE (Line 7+ Line 8 + Line 9 + Line 10)

12. AMOUNT PAID

1.	49,490.00
2.	73,163.00
3.	
4.	122,653.00
5.	2,453.06
6.	
7.	2,453.06
8.	
9.	0.00
10.	
11.	2,453.06
12.	

I HEREBY CERTIFY THAT THIS RETURN INCLUDING ANY ACCOMPANYING SCHEDULE AND STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE, CORRECT AND COMPLETE RETURN. **RETURN MUST BE SIGNED.**ENTER NAME OF PERSON
SIGNING RETURN

DEMETRI KOURETAS

SIGNATURE OF TAXPAYER OR AUTHORIZED AGENT

CEO

(702) 335-5301

TITLE

PHONE NUMBER (WITH AREA CODE)

465292431

8/19/16

FEDERAL TAX ID NUMBER (EIN OR SSN)

DATE

**MAKE CHECKS PAYABLE TO
NEVADA DEPT OF TAXATION****A RETURN MUST BE FILED EVEN IF
NO TAX LIABILITY EXISTS**

To email, save this form to your computer and email the attachment to nevadaolt@tax.state.nv.us with the subject of 'Medical Marijuana Tax Return'. Your email, including attachments, cannot exceed 10 MB.

MEDICAL MARIJUANA TAX
RETURN Form 700-01/15

DOT-TGIG000159

0019-00159
SA001967

NEVADA DEPARTMENT OF TAXATION

TID No:001-TX-

1017713391**003****MEDICAL MARIJUANA TAX RETURN
Cultivator, Producer, & Dispensary**MAIL ORIGINAL TO: NEVADA DEPARTMENT OF TAXATION
1550 COLLEGE PARKWAY
CARSON CITY, NV 89706TGIG, LLC DBA, THE GROVE
1541 E BASIN AVENUE
PAHRUMP, NV 89060

For Department Use Only

Return for month ending 08/31/16

Due on or before 09/30/16

Date paid 09/12/16

IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL APPLY. If the business name or address has changed, please contact the Call Center at (866) 962-3707 as soon as possible to update your account with the Department.**CULTIVATION FACILITY**

1. TOTAL SALES MADE THIS PERIOD

PRODUCTION FACILITY

2. TOTAL SALES MADE THIS PERIOD

MEDICAL MARIJUANA DISPENSARY

3. TOTAL SALES MADE THIS PERIOD

4. TOTAL COMBINED SALES MADE THIS PERIOD - (Line 1 + Line 2 + Line 3)

5. TOTAL CALCULATED TAX [Line 4 x 2% (0.02)]

6. CREDITS (Overpayments as determined by the Department)

7. NET TAX DUE (Line 5 minus Line 6)

8. PENALTY IF LATE (See Instructions)

9. INTEREST IF LATE (See Instructions)

10. PREVIOUS DEBTS (Outstanding Liabilities as determined by the Department)

11. TOTAL AMOUNT DUE AND PAYABLE (Line 7+ Line 8 + Line 9 + Line 10)

12. AMOUNT PAID

1.	
2.	
3.	93,633.17
4.	93,633.17
5.	1,872.66
6.	
7.	1,872.66
8.	
9.	0.00
10.	
11.	1,872.66
12.	

I HEREBY CERTIFY THAT THIS RETURN INCLUDING ANY ACCOMPANYING SCHEDULE AND STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE CORRECT AND COMPLETE RETURN. **RETURN MUST BE SIGNED.**ENTER NAME OF PERSON
SIGNING RETURN

DEMETRI KOURETAS

SIGNATURE OF TAXPAYER OR AUTHORIZED AGENT

CEO

(702) 335-5301

TITLE

PHONE NUMBER (WITH AREA CODE)

465292431

8/19/16

FEDERAL TAX ID NUMBER (EIN OR SSN)

DATE

**MAKE CHECKS PAYABLE TO
NEVADA DEPT OF TAXATION****A RETURN MUST BE FILED EVEN IF
NO TAX LIABILITY EXISTS**

To email, save this form to your computer and email the attachment to nevadaolt@tax.state.nv.us with the subject of 'Medical Marijuana Tax Return' Your email, including attachments, cannot exceed 10 MB.

MEDICAL MARIJUANA TAX
RETURN Revised 12/01/15

DOT-TGIG000160

0019-00160
SA001968

Nevada Department of Taxation
Las Vegas District
555 E. Washington Ave., Suite 1300
Las Vegas, NV 89101

DATE 09/27/2016 TUE
101/113391
BATCH 260
83116
SUT RTN \$16469.83
83116
EXCISE \$2212.83
83116
EXCISE \$2453.06
83116
EXCISE \$1872.66
TOTAL \$23008.38
CASH \$23008.38
NO.045355 REQ 01 DRAWER 1 TIME 09:22

7
\$6538.55

(866) 962-3707
Visit us at www.tax.state.nv.us
THANK YOU

DOT-TGIG000161

0019-00161
SA001969

7:06 PM
07/26/18
Cash Basis

TGIG, LLC
Profit & Loss by Class
August 2016

Ordinary Income/Expense	Cultivation	Las Vegas Dispensary	Pahrump Dispensary	Production	TOTAL
Income					
SALES					
SALES - Cannabis Medical					
MED Concentrate Sales	0 00	4,285 06	4,282 65	0 00	8,567 71
MED Edibles Sales	0 00	11,669 23	6,539 24	0 00	18,208 47
MED Flower Sales	0 00	37,561 65	30,042 75	0 00	67,604 40
MED Cannabis-Concentrates Sales	0 00	0 00	0 00	1,500 00	1,500 00
MED Cannabis Sales	47,990 00	52,362 14	57,660 05	0 00	158,012 19
MED Open Vape Sales	0 00	20,575 45	14,176 15	63,031 00	97,782 60
MED Sales Discount - Cannabis	0 00	-17,468 14	-19,440 28	0 00	-36,908 42
MED VERT Sales	0 00	1,248 49	159 67	10,132 00	11,540 16
Total SALES - Cannabis Medical	47,990 00	110,235 88	93,420 23	74,663 00	326,309 11
SALES - Non Cannabis					
CBD Sales (Non-taxed)	0 00	1,442 43	2,016 63	0 00	3,459 06
Merchandise Sales	0 00	1,193 86	520 59	0 00	1,714 45
Paraphernalia Sales	0 00	695 84	619 95	0 00	1,315 79
Sales Discount - Non Cannabis	0 00	-789 39	-494 87	0 00	-1,284 26
Total SALES - Non Cannabis	0 00	2,742 74	2,662 30	0 00	5,405 04
Total SALES	47,990 00	112,978 62	96,082 53	74,663 00	331,714 15
Sales Cash Over/Short	16 00	77 12	14 22	0 00	107 34
Total Income	48,006 00	113,055 74	96,096 75	74,663 00	331,821 49
Cost of Goods Sold					
Apparel	0 00	129 84	0 00	0 00	129 84
CO2 Purchases	0 00	0 00	0 00	1,737 70	1,737 70
Concentrates	0 00	1,504 00	220 00	0 00	1,724 00
Concentrates - Cannabis	0 00	750 00	750 00	0 00	1,500 00
EDIBLES					
VERT COGS	0 00	8,319 00	4,484 00	2,583 27	15,386 27
Total EDIBLES	0 00	8,319 00	4,484 00	2,583 27	15,386 27
Flower	0 00	21,273 00	24,344 00	0 00	45,617 00
Flower - Cannabis	0 00	17,902 00	25,383 00	2,616 00	46,901 00
Lab Testing	1,950 00	0 00	0 00	7,200 00	9,150 00
Merchandise	0 00	163 88	163 87	0 00	327 75
O.penVAPE	0 00	14,056 00	13,610 00	15,783 21	43,449 21
Packaging	6,167 67	3,008 00	3,000 00	1,761 68	13,937 35
Smoking Accessories	0 00	1,849 11	1,510 10	0 00	3,359 21
SOIL	25,360 61	0 00	0 00	0 00	25,360 61
Total COGS	33,478 28	68,954 83	74,464 97	31,681 86	208,579 94
Gross Profit	14,527 72	44,100 91	21,631 78	42,981 14	123,241 55
Expense					
Advertising & Marketing					
Misc. Marketing	0 00	845 00	0 00	0 00	845 00
Cab Driver Incentives	7,088 00	0 00	0 00	0 00	7,088 00
Misc. Marketing - Other					
Total Misc. Marketing	7,088 00	845 00	0 00	0 00	7,933 00

DOT-TGIG000162

0019-00162
SA001970

NEVADA DEPARTMENT OF TAXATION
MEDICAL MARIJUANA TAX RETURN
Cultivator, Producer, & Dispensary

TID No:001-TX- **1017713391** - **001**

MAIL ORIGINAL TO: NEVADA DEPARTMENT OF TAXATION
 1550 COLLEGE PARKWAY
 CARSON CITY, NV 89706

TGIG, LLC - DBA THE GROVE
 4647 SWENSON STREET
 LAS VEGAS, NV 89119

For Department Use Only

Return for month ending 09/30/16

Due on or before 10/31/16

Date paid 10/05/16

IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL APPLY. If the business name or address has changed, please contact the Call Center at (866) 962-3707 as soon as possible to update your account with the Department.

CULTIVATION FACILITY

1. TOTAL SALES MADE THIS PERIOD

PRODUCTION FACILITY

2. TOTAL SALES MADE THIS PERIOD

MEDICAL MARIJUANA DISPENSARY

3. TOTAL SALES MADE THIS PERIOD

4. TOTAL COMBINED SALES MADE THIS PERIOD - (Line 1 + Line 2 + Line 3)

5. TOTAL CALCULATED TAX [Line 4 x 2% (0.02)]

6. CREDITS (Overpayments as determined by the Department)

7. NET TAX DUE (Line 5 minus Line 6)

8. PENALTY IF LATE (See Instructions)

9. INTEREST IF LATE (See Instructions)

10. PREVIOUS DEBTS (Outstanding Liabilities as determined by the Department)

11. TOTAL AMOUNT DUE AND PAYABLE (Line 7+ Line 8 + Line 9 + Line 10)

12. AMOUNT PAID

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

11.

12.

I HEREBY CERTIFY THAT THIS RETURN INCLUDING ANY ACCOMPANYING SCHEDULE AND STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE CORRECT AND COMPLETE RETURN **RETURN MUST BE SIGNED.**

**MAKE CHECKS PAYABLE TO
 NEVADA DEPT OF TAXATION**

**A RETURN MUST BE FILED EVEN IF
 NO TAX LIABILITY EXISTS**

To email, save this form to your computer and email the attachment to nevadaolt@tax.state.nv.us with the subject of 'Medical Marijuana Tax Return'. Your email, including attachments, cannot exceed 10 MB.

MEDICAL MARIJUANA TAX
 RETURN Revised 12/01/15

DOT-TGIG000163

**0019-00163
 SA001971**

Nevada Department of Taxation
 Las Vegas District
 555 E. Washington Ave., Suite 1300
 Las Vegas, NV 89101

DATE 10/25/2016 TUE
 1017713391

BATCH 288

EXCISE \$2,792.62

EXCISE 93016 \$2,277.85

EXCISE TOTAL \$7649.37

CASH \$7649.37

NO.047449 REG 01 DRAWER 1 TIME 09:14

(866) 962-3707
 Visit us at www.tax.state.nv.us
 THANK YOU

NEVADA DEPARTMENT OF TAXATION

TID No:001-TX-

1017713391**002****MEDICAL MARIJUANA TAX RETURN
Cultivator, Producer, & Dispensary**MAIL ORIGINAL TO: NEVADA DEPARTMENT OF TAXATION
1550 COLLEGE PARKWAY
CARSON CITY, NV 89706TGIG, LLC - DBA THE GROVE
5570 VALLEY VIEW BLVD
LAS VEGAS, NV 89118

For Department Use Only

Return for month ending 09/30/16

Due on or before 10/31/16

Date paid 10/05/16

IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL APPLY. If the business name or address has changed, please contact the Call Center at (866) 962-3707 as soon as possible to update your account with the Department.**CULTIVATION FACILITY**

1. TOTAL SALES MADE THIS PERIOD

1. 75,859.00

PRODUCTION FACILITY

2. TOTAL SALES MADE THIS PERIOD

2. 63,772.00

MEDICAL MARIJUANA DISPENSARY

3. TOTAL SALES MADE THIS PERIOD

3.

4. TOTAL COMBINED SALES MADE THIS PERIOD - (Line 1 + Line 2 + Line 3)

4. 139,631.00

5. TOTAL CALCULATED TAX [Line 4 x 2% (0.02)]

5. 2,792.62

6. CREDITS (Overpayments as determined by the Department)

6.

7. NET TAX DUE (Line 5 minus Line 6)

7. 2,792.62

8. PENALTY IF LATE (See Instructions)

8.

9. INTEREST IF LATE (See Instructions)

9. 0.00

10. PREVIOUS DEBTS (Outstanding Liabilities as determined by the Department)

10.

11. TOTAL AMOUNT DUE AND PAYABLE (Line 7+ Line 8 + Line 9 + Line 10)

11. 2,792.62

12. AMOUNT PAID

12.

I HEREBY CERTIFY THAT THIS RETURN INCLUDING ANY ACCOMPANYING SCHEDULE AND STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE CORRECT AND COMPLETE RETURN. **RETURN MUST BE SIGNED.**ENTER NAME OF PERSON
SIGNING RETURN DEMETRI KOURETAS

SIGNATURE OF TAXPAYER OR AUTHORIZED AGENT

CEO (702) 335-5301

TITLE PHONE NUMBER (WITH AREA CODE)

465292431 10/6/16

FEDERAL TAX ID NUMBER (EIN OR SSN)

DATE

**MAKE CHECKS PAYABLE TO
NEVADA DEPT OF TAXATION****A RETURN MUST BE FILED EVEN IF
NO TAX LIABILITY EXISTS**

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MEDICAL MARIJUANA TAX
RETURN Revised 12/01/15

DOT-TGIG000164

0019-00164
SA001972

NEVADA DEPARTMENT OF TAXATION**MEDICAL MARIJUANA TAX RETURN
Cultivator, Producer, & Dispensary**

MAIL ORIGINAL TO: NEVADA DEPARTMENT OF TAXATION
1550 COLLEGE PARKWAY
CARSON CITY, NV 89706

TGIG, LLC DBA THE GROVE
1541 E BASIN AVENUE
PAHRUMP, NV 89060

Copy

TID No:001-TX-

1017713391**- 003**

For Department Use Only

Return for month ending

9/30/16

Due on or before

10/30/16

Date paid

10/06/16

IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL APPLY. If the business name or address has changed, please contact the Call Center at (866) 962-3707 as soon as possible to update your account with the Department.

CULTIVATION FACILITY

1. TOTAL SALES MADE THIS PERIOD

1. **PRODUCTION FACILITY**

2. TOTAL SALES MADE THIS PERIOD

2. **MEDICAL MARIJUANA DISPENSARY**

3. TOTAL SALES MADE THIS PERIOD

3. **113,892.58**

4. TOTAL COMBINED SALES MADE THIS PERIOD - (Line 1 + Line 2 + Line 3)

4. **113,892.58**

5. TOTAL CALCULATED TAX [Line 4 x 2% (0.02)]

5. **2,277.85**

6. CREDITS (Overpayments as determined by the Department)

6.

7. NET TAX DUE (Line 5 minus Line 6)

7. **2,277.85**

8. PENALTY IF LATE (See Instructions)

8.

9. INTEREST IF LATE (See Instructions)

9. **0.00**

10. PREVIOUS DEBTS (Outstanding Liabilities as determined by the Department)

10.

11. TOTAL AMOUNT DUE AND PAYABLE (Line 7+ Line 8 + Line 9 + Line 10)

11. **2,277.85**

12. AMOUNT PAID

12.

I HEREBY CERTIFY THAT THIS RETURN INCLUDING ANY ACCOMPANYING SCHEDULE AND STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE CORRECT AND COMPLETE RETURN **RETURN MUST BE SIGNED.**

ENTER NAME OF PERSON
SIGNING RETURN

DEMETRI KOURETAS

SIGNATURE OF TAXPAYER OR AUTHORIZED AGENT

CEO (702) 335-5301

TITLE PHONE NUMBER (WITH AREA CODE)

465292431 10.6.16

FEDERAL TAX ID NUMBER (EIN OR SSN)

DATE

**MAKE CHECKS PAYABLE TO
NEVADA DEPT OF TAXATION****A RETURN MUST BE FILED EVEN IF
NO TAX LIABILITY EXISTS**

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MEDICAL MARIJUANA TAX
RETURN Revised 12/01/15

DOT-TGIG000165

**0019-00165
SA001973**



6:59 PM

07/26/18

Cash Basis

TGIG, LLC
Profit & Loss by Class
September 2016

Ordinary Income/Expense

Income

SALES

SALES - Cannabis Medical
 MED Concentrate Sales
 MED Edibles Sales
 MED Flower Sales
 MED Cannabis-Concentrates Sales
 MED Cannabis Sales
 MED Open Vape Sales
 MED Sales Discount - Cannabis
 MED VERT Sales

Total SALES - Cannabis Medical

SALES - Non Cannabis
 CBD Sales (Non-Taxed)
 Merchandise Sales
 Paraphernalia Sales
 Sales Discount - Non Cannabis

Total SALES - Non Cannabis

Total SALES

Sales Cash Over/Short

Total Income

Cost of Goods Sold
 CO2 Purchases
 Concentrates

EDIBLES

VERT COGS

Total EDIBLES

Flower
 Flower - Cannabis
 Lab Testing
 OpenVAPE
 Packaging
 Smoking Accessories
 Terpenes

Total COGS

Gross Profit

Expense

Advertising & Marketing

Misc. Marketing

Cab Driver Incentives

Misc. Marketing - Other

Total Misc. Marketing

100 · Consultants
 200 · Advertising Production
 300 · Media
 400 · Website/Online
 700 · Special Events

Total Advertising & Marketing

	Cultivation	Las Vegas Dispensary	Pahrump Dispensary	Production	TOTAL
0.00	0.00	6,287.86	8,164.57	0.00	14,452.43
0.00	0.00	8,280.78	4,579.13	0.00	12,859.91
0.00	0.00	53,690.17	49,170.05	0.00	102,860.22
0.00	0.00	1,198.40	0.00	5,100.00	6,298.40
76,384.00	0.00	46,436.28	58,573.23	0.00	181,383.51
0.00	0.00	27,298.29	16,769.00	51,161.00	95,228.29
0.00	0.00	-19,331.10	-23,450.17	-7,763.00	-52,544.27
0.00	0.00	4,679.56	1,877.55	15,199.00	21,756.11
76,384.00	128,540.24	113,683.36	63,697.00	382,304.60	
0.00	0.00	1,385.99	2,044.55	0.00	3,431.54
0.00	0.00	1,430.19	687.08	0.00	2,117.27
0.00	0.00	780.29	998.32	0.00	1,778.61
0.00	0.00	-889.58	-704.36	0.00	-1,593.94
0.00	2,707.89	3,025.59	0.00	0.00	5,733.48
76,384.00	131,248.13	16,708.95	63,697.00	388,038.08	
26.00	-8.63	11.10	0.00	28.47	
76,410.00	131,239.50	16,720.05	63,697.00	388,066.55	
0.00	0.00	0.00	2,520.39	2,520.39	
0.00	3,090.00	4,890.00	0.00	7,980.00	
0.00	8,911.00	7,286.00	926.09	17,126.09	
0.00	8,911.00	7,289.00	926.09	17,126.09	
0.00	28,100.00	23,368.00	0.00	51,468.00	
0.00	29,100.00	31,336.00	14,573.00	75,009.00	
4,875.00	0.00	0.00	3,900.00	8,775.00	
0.00	6,309.00	4,390.00	14,733.97	25,432.97	
6,696.18	171.20	144.29	0.00	7,011.67	
0.00	208.40	164.39	0.00	372.79	
0.00	0.00	0.00	1,665.00	1,665.00	
11,571.18	75,889.60	71,581.68	38,318.45	197,360.91	
64,838.92	55,349.90	45,138.37	25,378.55	190,705.64	
0.00	400.00	0.00	0.00	400.00	
0.00	40.88	0.00	0.00	40.88	
0.00	440.88	0.00	0.00	440.88	
2,000.00	0.00	0.00	0.00	2,000.00	
2,098.14	0.00	1,294.13	0.00	3,392.27	
23,520.00	0.00	700.00	0.00	24,220.00	
750.00	0.00	0.00	0.00	750.00	
1,150.00	0.00	3.00	0.00	1,150.00	
29,518.14	440.88	1,994.13	0.00	31,953.15	

DOT-TGIG000166

0019-00166

SA001974

NEVADA DEPARTMENT OF TAXATION

TID No:001-TX- **1017713391** - **001**

MEDICAL MARIJUANA TAX RETURN
Cultivator, Producer, & Dispensary

MAIL ORIGINAL TO: NEVADA DEPARTMENT OF TAXATION
1550 COLLEGE PARKWAY
CARSON CITY, NV 89706

TGIG, LLC - DBA THE GROVE
4647 SWENSON STREET
LAS VEGAS, NV 89119

For Department Use Only

Return for month ending **10/31/16**
Due on or before **11/30/16**
Date paid **11/24/16**

IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL APPLY. If the business name or address has changed, please contact the Call Center at (866) 962-3707 as soon as possible to update your account with the Department.

CULTIVATION FACILITY

1. TOTAL SALES MADE THIS PERIOD

PRODUCTION FACILITY

2. TOTAL SALES MADE THIS PERIOD

MEDICAL MARIJUANA DISPENSARY

3. TOTAL SALES MADE THIS PERIOD

4. TOTAL COMBINED SALES MADE THIS PERIOD - (Line 1 + Line 2 + Line 3)

5. TOTAL CALCULATED TAX [Line 4 x 2% (0.02)]

6. CREDITS (Overpayments as determined by the Department)

7. NET TAX DUE (Line 5 minus Line 6)

8. PENALTY IF LATE (See Instructions)

9. INTEREST IF LATE (See Instructions)

10. PREVIOUS DEBTS (Outstanding Liabilities as determined by the Department)

11. TOTAL AMOUNT DUE AND PAYABLE (Line 7+ Line 8 + Line 9 + Line 10)

12. AMOUNT PAID

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.
11.
12.

I HEREBY CERTIFY THAT THIS RETURN INCLUDING ANY ACCOMPANYING SCHEDULE AND STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE CORRECT AND COMPLETE RETURN **RETURN MUST BE SIGNED.**

**MAKE CHECKS PAYABLE TO
NEVADA DEPT OF TAXATION**

**A RETURN MUST BE FILED EVEN IF
NO TAX LIABILITY EXISTS**

To email, save this form to your computer and email the attachment to nevadaolt@tax.state.nv.us with the subject of 'Medical Marijuana Tax Return' Your email, including attachments, cannot exceed 10 MB

Nevada Department of Taxation
Las Vegas District
1550 F. Washington Ave., Suite 1300
Las Vegas, NV 89101

DATE 11/29/2016 TUE
1017713391
BATCH 309
103116 \$2246.71
EXCISE
103116 \$2813.55
EXCISE
103116 \$3502.68
EXCISE
TOTAL \$8562.94
CASH
NO.048594 REG 01 DRAWER 1 TIME 10:30

(866) 962-3707
Visit us at www.tax.state.nv.us
THANK YOU

MEDICAL MARIJUANA TAX
RETURN Revised 12/01/15

DOT-TGIG000167

0019-00167
SA001975

NEVADA DEPARTMENT OF TAXATION**MEDICAL MARIJUANA TAX RETURN
Cultivator, Producer, & Dispensary**

MAIL ORIGINAL TO: NEVADA DEPARTMENT OF TAXATION
1550 COLLEGE PARKWAY
CARSON CITY, NV 89703

TGIG, LLC - DBA THE GROVE
5570 S VALLEY VIEW BLVD
LAS VEGAS, NV 89118

Copy

TID No 001-TX-

1017713391**002**

For Department Use Only

Return for month ending 10/31/16

Due on or before 11/30/16

Date paid 12/01/15

IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL APPLY. If the business name or address has changed, please contact the Call Center at (866) 962-3707 as soon as possible to update your account with the Department.

CULTIVATION FACILITY

1. TOTAL SALES MADE THIS PERIOD

1. 93,785.00

PRODUCTION FACILITY

2. TOTAL SALES MADE THIS PERIOD

2. 81,349.00

MEDICAL MARIJUANA DISPENSARY

3. TOTAL SALES MADE THIS PERIOD

3.

4. TOTAL COMBINED SALES MADE THIS PERIOD - (Line 1 + Line 2 + Line 3)

4. 175,134.00

5. TOTAL CALCULATED TAX [Line 4 x 2% (0.02)]

5. 3,502.68

6. CREDITS (Overpayments as determined by the Department)

6.

7. NET TAX DUE (Line 5 minus Line 6)

7. 3,502.68

8. PENALTY IF LATE (See Instructions)

8.

9. INTEREST IF LATE (See Instructions)

9.

10. PREVIOUS DEBTS (Outstanding Liabilities as determined by the Department)

10.

11. TOTAL AMOUNT DUE AND PAYABLE (Line 7+ Line 8 + Line 9 + Line 10)

11. 3,502.68

12. AMOUNT PAID

12.

I HEREBY CERTIFY THAT THIS RETURN INCLUDING ANY ACCOMPANYING SCHEDULE AND STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE, CORRECT AND COMPLETE RETURN. **RETURN MUST BE SIGNED.**

ENTER NAME OF PERSON
SIGNING RETURN DEMETRI KOURETAS

SIGNATURE OF TAXPAYER OR AUTHORIZED AGENT

CEO (702) 335-5301

TITLE PHONE NUMBER (WITH AREA CODE)

465292431 11/7/16

FEDERAL TAX ID NUMBER (EIN OR SSN)

DATE

**MAKE CHECKS PAYABLE TO
NEVADA DEPT OF TAXATION**

**A RETURN MUST BE FILED EVEN IF
NO TAX LIABILITY EXISTS**

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MEDICAL MARIJUANA TAX
RETURN Revised 12/1/15



DOT-TGIG000168

0019-00168
SA001976

NEVADA DEPARTMENT OF TAXATION

TID No:001-TX-

1017713391**003****MEDICAL MARIJUANA TAX RETURN
Cultivator, Producer, & Dispensary**MAIL ORIGINAL TO NEVADA DEPARTMENT OF TAXATION
1550 COLLEGE PARKWAY
CARSON CITY, NV 89706TGIG, LLC - DBA THE GROVE
1541 E BASIN AVENUE
PAHRUMP, NV 89060

For Department Use Only

Return for month ending 10/31/16

Due on or before 11/30/16

Date paid 11/24/16

IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL APPLY. If the business name or address has changed, please contact the Call Center at (866) 962-3707 as soon as possible to update your account with the Department.**CULTIVATION FACILITY**

1. TOTAL SALES MADE THIS PERIOD

PRODUCTION FACILITY

2. TOTAL SALES MADE THIS PERIOD

MEDICAL MARIJUANA DISPENSARY

3. TOTAL SALES MADE THIS PERIOD

4. TOTAL COMBINED SALES MADE THIS PERIOD - (Line 1 + Line 2 + Line 3)

5. TOTAL CALCULATED TAX [Line 4 x 2% (0.02)]

6. CREDITS (Overpayments as determined by the Department)

7. NET TAX DUE (Line 5 minus Line 6)

8. PENALTY IF LATE (See Instructions)

9. INTEREST IF LATE (See Instructions)

10. PREVIOUS DEBTS (Outstanding Liabilities as determined by the Department)

11. TOTAL AMOUNT DUE AND PAYABLE (Line 7 + Line 8 + Line 9 + Line 10)

12. AMOUNT PAID

1.	
2.	
3.	112,335.43
4.	112,335.43
5.	2,246.71
6.	
7.	2,246.71
8.	
9.	
10.	
11.	2,246.71
12.	

I HEREBY CERTIFY THAT THIS RETURN INCLUDING ANY ACCOMPANYING SCHEDULE AND STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE, CORRECT AND COMPLETE RETURN **RETURN MUST BE SIGNED.**ENTER NAME OF PERSON
SIGNING RETURN **DEMETRI KOURETAS**

SIGNATURE OF TAXPAYER OR AUTHORIZED AGENT

CEO (702) 335-5301

TITLE PHONE NUMBER (WITH AREA CODE)

465292431 11/8/16

FEDERAL TAX ID NUMBER (EIN OR SSN)

DATE

**MAKE CHECKS PAYABLE TO
NEVADA DEPT OF TAXATION****A RETURN MUST BE FILED EVEN IF
NO TAX LIABILITY EXISTS**

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MEDICAL MARIJUANA TAX
RETURN Revised 12/01/15**DOT-TGIG000169****0019-00169
SA001977**

5:58 PM
07/26/18
Cash Basis

TGIG, LLC
Profit & Loss by Class
October 2016

Ordinary Income/Expense	Cultivation	Las Vegas Dispensary	Pahrump Dispensary	Production	TOTAL
Income					
SALES					
SALES - Cannabis Medical					
MED Concentrate Sales	0.00	3,526.96	4,064.90	0.00	7,591.86
MED Edibles Sales	0.00	9,763.34	6,399.47	0.00	16,162.81
MED Flower Sales	0.00	62,681.05	53,791.26	0.00	116,472.31
MED Cannabis-Concentrates Sales	0.00	2,814.33	1,505.44	0.00	4,319.77
MED Cannabis Sales	93,785.00	50,018.95	48,820.91	0.00	192,624.86
MED Open Vape Sales	0.00	31,462.13	16,740.63	69,579.00	117,781.76
MED Sales Discount - Cannabis	0.00	-23,476.55	-22,289.61	-3,023.00	-52,789.16
MED VERT Sales	0.00	5,697.42	3,302.43	16,793.00	25,992.85
Total SALES - Cannabis Medical	93,785.00	140,677.63	112,335.43	81,349.00	428,147.06
SALES - Non Cannabis					
CBD Sales (Non-Taxed)	0.00	2,390.20	1,124.57	0.00	3,514.77
Merchandise Sales	0.00	1,065.20	668.39	0.00	1,733.59
Paraphernalia Sales	0.00	623.05	515.92	0.00	1,138.97
Sales Discount - Non Cannabis	0.00	-894.24	-371.15	0.00	-1,265.39
Total SALES - Non Cannabis	0.00	3,204.21	1,937.73	0.00	5,141.94
Total SALES	93,785.00	143,881.84	114,273.16	81,349.00	433,289.00
Sales Cash Over/Short	-16.00	18.95	154.96	0.00	157.91
Total Income	93,769.00	143,900.79	114,428.12	81,349.00	433,446.91
Cost of Goods Sold					
C02 Purchases	0.00	0.00	0.00	2,528.54	2,528.54
Concentrates	0.00	615.00	2,232.00	0.00	2,847.00
EDIBLES					
VERT COGS	0.00	9,936.00	9,907.30	1,170.57	21,013.57
Total EDIBLES	0.00	9,936.00	9,907.30	1,170.57	21,013.57
Flower	0.00	52,573.00	34,403.00	9,600.00	96,576.00
Flower - Cannabis	0.00	40,522.00	37,509.00	25,862.00	103,893.00
Lab Testing	7,475.00	0.00	0.00	7,175.00	14,650.00
O-penVAPE	0.00	21,402.00	6,562.00	18,638.40	46,602.40
Packaging	1,768.95	4,000.00	4,000.00	6,300.78	16,069.73
SOIL	3,500.00	0.00	0.00	0.00	3,500.00
Terpenes	0.00	0.00	0.00	1,080.00	1,080.00
Total COGS	12,743.95	129,048.00	94,613.00	72,555.29	308,950.24
Gross Profit	81,025.05	14,852.79	19,815.12	8,793.71	124,486.67
Expense					
Advertising & Marketing					
Misc. Marketing	0.00	485.00	0.00	0.00	485.00
Cab Driver Incentives	0.00	0.00	0.00	70.00	70.00
Misc. Marketing - Other					
Total Misc. Marketing	0.00	485.00	0.00	70.00	555.00
100 - Consultants	6,000.00	0.00	0.00	0.00	6,000.00
200 - Advertising Production	450.00	0.00	0.00	0.00	450.00
300 - Media	29,000.00	0.00	1,420.00	0.00	30,420.00
400 - Website/Online	2,259.00	0.00	0.00	0.00	2,259.00
600 - Community Relations	0.00	0.00	0.00	199.00	199.00
700 - Special Events	300.00	0.00	0.00	200.00	500.00
Total Advertising & Marketing	38,009.00	485.00	1,420.00	469.00	40,383.00

DOT-TGIG000170

0019-00170
SA001978

NEVADA DEPARTMENT OF TAXATION

**MEDICAL MARIJUANA TAX RETURN
Cultivator, Producer, & Dispensary**

MAIL ORIGINAL TO: NEVADA DEPARTMENT OF TAXATION
1550 COLLEGE PARKWAY
CARSON CITY, NV 89706

TGIG, LLC - DBA THE GROVE
4647 SWENSON STREET
LAS VEGAS, NV 89119

TID No:001-TX- **1017713391** - **001**

For Department Use Only

Return for month ending 11/30/16

Due on or before 01/03/17

Date paid 11/16/16

IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL APPLY. If the business name or address has changed, please contact the Call Center at (866) 962-3707 as soon as possible to update your account with the Department.

CULTIVATION FACILITY

1. TOTAL SALES MADE THIS PERIOD

PRODUCTION FACILITY

2. TOTAL SALES MADE THIS PERIOD

MEDICAL MARIJUANA DISPENSARY

3. TOTAL SALES MADE THIS PERIOD

4. TOTAL COMBINED SALES MADE THIS PERIOD - (Line 1 + Line 2 + Line 3)

5. TOTAL CALCULATED TAX [Line 4 x 2% (0.02)]

6. CREDITS (Overpayments as determined by the Department)

7. NET TAX DUE (Line 5 minus Line 6)

8. PENALTY IF LATE (See Instructions)

9. INTEREST IF LATE (See Instructions)

10. PREVIOUS DEBTS (Outstanding Liabilities as determined by the Department)

11. TOTAL AMOUNT DUE AND PAYABLE (Line 7+ Line 8 + Line 9 + Line 10)

12. AMOUNT PAID

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

11.

12.

I HEREBY CERTIFY THAT THIS RETURN INCLUDING ANY ACCOMPANYING SCHEDULE AND STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE, CORRECT AND COMPLETE RETURN **RETURN MUST BE SIGNED.**

ENTER NAME OF PERSON
SIGNING RETURN DEMETRI KOURETAS

SIGNATURE OF TAXPAYER OR AUTHORIZED AGENT

C.E.O. (702) 335-5301

TITLE PHONE NUMBER (WITH AREA CODE)

46-5292431 12/7/16

FEDERAL TAX ID NUMBER (EIN OR SSN)

DATE

**MAKE CHECKS PAYABLE TO
NEVADA DEPT OF TAXATION**

**A RETURN MUST BE FILED EVEN IF
NO TAX LIABILITY EXISTS**

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MEDICAL MARIJUANA TAX
RETURN Revised 12/01/15

DOT-TGIG000171

0019-00171
SA001979

NEVADA DEPARTMENT OF TAXATION

TID No:001-TX-

1017713391**002****MEDICAL MARIJUANA TAX RETURN
Cultivator, Producer, & Dispensary**MAIL ORIGINAL TO: NEVADA DEPARTMENT OF TAXATION
1550 COLLEGE PARKWAY
CARSON CITY, NV 89706TGIG, LLC - DBA THE GROVE
5570 S VALLEY VIEW BLVD
LAS VEGAS, NV 89119

For Department Use Only

Return for month ending 11/30/16

Due on or before 01/03/17

Date paid 11/16/16

IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL APPLY. If the business name or address has changed, please contact the Call Center at (866) 962-3707 as soon as possible to update your account with the Department.**CULTIVATION FACILITY**

1. TOTAL SALES MADE THIS PERIOD

1. 123,052.00

PRODUCTION FACILITY

2. TOTAL SALES MADE THIS PERIOD

2. 134,724.00

MEDICAL MARIJUANA DISPENSARY

3. TOTAL SALES MADE THIS PERIOD

3.

4. TOTAL COMBINED SALES MADE THIS PERIOD - (Line 1 + Line 2 + Line 3)

4. 257,776.00

5. TOTAL CALCULATED TAX [Line 4 x 2% (0.02)]

5. 5,155.52

6. CREDITS (Overpayments as determined by the Department)

6.

7. NET TAX DUE (Line 5 minus Line 6)

7. 5,155.52

8. PENALTY IF LATE (See Instructions)

8.

9. INTEREST IF LATE (See Instructions)

9.

10. PREVIOUS DEBTS (Outstanding Liabilities as determined by the Department)

10.

11. TOTAL AMOUNT DUE AND PAYABLE (Line 7+ Line 8 + Line 9 + Line 10)

11. 5,155.52

12. AMOUNT PAID

12.

I HEREBY CERTIFY THAT THIS RETURN INCLUDING ANY ACCOMPANYING SCHEDULE AND STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE, CORRECT AND COMPLETE RETURN. **RETURN MUST BE SIGNED.**ENTER NAME OF PERSON
SIGNING RETURN DEMETRI KOURETAS

SIGNATURE OF TAXPAYER OR AUTHORIZED AGENT

C.E.O. (702) 335-5301

TITLE PHONE NUMBER (WITH AREA CODE)

46-5292431 12/7/16

FEDERAL TAX ID NUMBER (EIN OR SSN)

DATE

**MAKE CHECKS PAYABLE TO
NEVADA DEPT OF TAXATION****A RETURN MUST BE FILED EVEN IF
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MEDICAL MARIJUANA TAX
RETURN Revised 12/01/15

DOT-TGIG000172

0019-00172
SA001980

NEVADA DEPARTMENT OF TAXATION
MEDICAL MARIJUANA TAX RETURN
Cultivator, Producer, & Dispensary

TID No:001-TX- **1017713391** - **003**

MAIL ORIGINAL TO: NEVADA DEPARTMENT OF TAXATION
1550 COLLEGE PARKWAY
CARSON CITY, NV 89706

TGIG, LLC - DBA THE GROVE
1541 E BASIN AVENUE
PAHRUMP, NV 89060

For Department Use Only

Return for month ending
Due on or before
Date paid

IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL APPLY. If the business name or address has changed, please contact the Call Center at (866) 962-3707 as soon as possible to update your account with the Department.

CULTIVATION FACILITY

1. TOTAL SALES MADE THIS PERIOD

PRODUCTION FACILITY

2. TOTAL SALES MADE THIS PERIOD

MEDICAL MARIJUANA DISPENSARY

3. TOTAL SALES MADE THIS PERIOD

4. TOTAL COMBINED SALES MADE THIS PERIOD - (Line 1 + Line 2 + Line 3)

5. TOTAL CALCULATED TAX [Line 4 x 2% (0.02)]

6. CREDITS (Overpayments as determined by the Department)

7. NET TAX DUE (Line 5 minus Line 6)

8. PENALTY IF LATE (See Instructions)

9. INTEREST IF LATE (See Instructions)

10. PREVIOUS DEBTS (Outstanding Liabilities as determined by the Department)

11. TOTAL AMOUNT DUE AND PAYABLE (Line 7 + Line 8 + Line 9 + Line 10)

12. AMOUNT PAID

1.	<input type="text"/>
2.	<input type="text"/>
3.	<input type="text" value="121,007.92"/>
4.	<input type="text" value="121,007.92"/>
5.	<input type="text" value="2,420.16"/>
6.	<input type="text"/>
7.	<input type="text" value="2,420.16"/>
8.	<input type="text"/>
9.	<input type="text"/>
10.	<input type="text"/>
11.	<input type="text" value="2,420.16"/>
12.	<input type="text"/>

I HEREBY CERTIFY THAT THIS RETURN INCLUDING ANY ACCOMPANYING SCHEDULE AND STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE CORRECT AND COMPLETE RETURN **RETURN MUST BE SIGNED.**

ENTER NAME OF PERSON
SIGNING RETURN DEMETRI KOURETAS

SIGNATURE OF TAXPAYER OR AUTHORIZED AGENT

C.E.O. (702) 335-5301

TITLE PHONE NUMBER (WITH AREA CODE)

46-5292431 12/7/16

FEDERAL TAX ID NUMBER (EIN OR SSN)

DATE

**MAKE CHECKS PAYABLE TO
NEVADA DEPT OF TAXATION**

**A RETURN MUST BE FILED EVEN IF
NO TAX LIABILITY EXISTS**

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MEDICAL MARIJUANA TAX
RETURN Revised 12/01/15



DOT-TGIG000173

0019-00173
SA001981

12:37 PM

12/07/16

Cash Basis

TGIG, LLC
Profit & Loss by Class

November 2016

	Cultivation	Las Vegas Dispensary	Pahrump Dispensary	Production	TOTAL
Ordinary Income/Expense					
Income					
SALES					
SALES - Cannabis					
Concentrate Sales	0.00	7,002.33	3,828.16	0.00	10,830.49
Edibles Sales	0.00	10,618.62	8,426.79	0.00	19,045.41
Flower Sales	0.00	66,387.19	49,325.39	0.00	115,712.57
Kannabis-Concentrates Sales	0.00	45.39	45.82	8,290.00	8,381.01
Kannabis Sales	123,052.00	51,791.79	55,946.83	0.00	230,790.62
Open Vape Sales	0.00	38,623.68	23,805.69	108,694.00	170,923.37
Sales Discount - Cannabis	0.00	-30,547.22	-22,460.38	0.00	-53,007.60
VERT Sales	0.00	6,179.92	2,289.83	17,740.00	26,209.75
Total SALES - Cannabis	123,052.00	150,101.70	131,007.92	134,724.00	528,885.62
SALES - Non Cannabis					
CBD Sales	0.00	1,747.56	1,078.01	0.00	2,825.57
Merchandise Sales	0.00	1,048.25	424.93	0.00	1,473.18
Paraphernalia Sales	0.00	503.84	144.05	0.00	647.89
Sales Discount - Non Cannabis	0.00	-585.26	-204.88	0.00	-790.14
Total SALES - Non Cannabis	0.00	2,714.39	1,442.11	0.00	4,156.50
Total SALES	123,052.00	152,816.09	122,450.03	134,724.00	533,042.12
Sales Cash Over/Short	16.00	-0.02	0.07	0.00	16.05
Total Income	123,068.00	152,816.07	122,450.10	134,724.00	533,058.17
Cost of Goods Sold					
CO2 Purchases	0.00	0.00	0.00	2,664.81	2,664.81
Concentrates	0.00	2,853.00	1,972.00	0.00	4,825.00
Edibles	0.00	6,114.00	3,531.07	2,513.07	12,158.07
Flower	0.00	16,836.00	16,111.00	0.00	32,947.00
Flower - Kannabis	0.00	54,862.00	56,830.00	1,252.00	112,944.00
Lab Testing	3,575.00	0.00	0.00	6,000.00	9,575.00
Merchandise	0.00	205.00	135.00	0.00	340.00
OpenVAPE	0.00	26,015.00	17,500.00	5,015.00	48,530.00
Packaging	4,650.33	624.21	624.21	6,802.78	12,701.53
Paraphernalia Costs	0.00	1,488.97	1,169.97	0.00	2,658.94
SOIL	7,000.00	0.00	0.00	0.00	7,000.00
Total COGS	15,225.33	107,797.18	96,873.18	24,247.66	244,143.35
Gross Profit	107,842.67	45,018.89	25,576.92	110,476.34	288,914.82
Expense					
Advertising & Marketing					
Misc. Marketing	930.09	225.00	95.00	13.66	1,263.75
100 - Consultants	6,000.00	0.00	0.00	0.00	6,000.00
200 - Advertising Production	276.86	0.00	0.00	0.00	276.86
300 - Media	39,500.00	0.00	0.00	0.00	39,500.00
400 - Website/Online	2,250.00	0.00	0.00	0.00	2,250.00
500 - Sponsorship	0.00	0.00	0.00	5,000.00	5,000.00
600 - Community Relations	0.00	0.00	0.00	899.00	899.00
700 - Special Events	238.76	0.00	0.00	0.00	238.76
Total Advertising & Marketing	49,195.71	225.00	95.00	5,912.66	55,428.37
Auto Expenses					
Fuel	0.00	0.00	0.00	269.81	269.81
Total Auto Expenses	0.00	0.00	0.00	269.81	269.81
Dues & Subscriptions					
Membership Dues	900.00	0.00	0.00	0.00	900.00
Monthly Subscriptions	589.89	456.00	456.00	0.00	1,501.89
Dues & Subscriptions - Other	10.99	1,199.00	0.00	0.00	1,209.99
Total Dues & Subscriptions	1,500.88	1,655.00	456.00	0.00	3,611.88
Edibles Expense					
VERT Supplies	0.00	0.00	0.00	191.36	191.36
2100 - Edibles Consultants	0.00	0.00	0.00	8,300.00	8,300.00
2200 - Brand Development	0.00	0.00	0.00	2,000.00	2,000.00
Total Edibles Expense	0.00	0.00	0.00	10,491.36	10,491.36
Equipment Rental	214.14	0.00	0.00	92.67	306.81
Insurance Expense					
Business & Liability Insurance	2,349.37	0.00	0.00	0.00	2,349.37
Directors & Officers Insurance	731.97	0.00	0.00	0.00	731.97
Workmans Compensation	1,885.00	0.00	0.00	0.00	1,885.00
Total Insurance Expense	4,966.34	0.00	0.00	0.00	4,966.34
Licenses & Permits					
Distribution Licensing Fees	0.00	0.00	0.00	6,250.00	6,250.00
Total Licenses & Permits	0.00	0.00	0.00	6,250.00	6,250.00
Meals & Entertainment					
100% Meals	66.62	0.00	30.00	155.02	251.64
Meals & Entertainment - Other	160.48	0.00	0.00	0.00	160.48
Total Meals & Entertainment	227.10	0.00	30.00	155.02	412.12
Office Expenses					
Bank Charges	66.58	3.00	0.00	0.00	69.58
Cleaning Supplies	786.74	487.31	487.04	12.32	1,773.41
Equipment Repairs & Maintenance	1,587.58	1,006.22	0.00	0.00	2,593.80
Fingerprinting Fees	0.00	0.00	0.00	225.00	225.00
Office Cleaning	3,093.84	390.00	0.00	0.00	3,483.84
Office Supplies	570.78	713.98	62.61	107.52	1,454.89
Pest Control	60.00	160.00	236.00	0.00	456.00
Postage & Delivery	122.35	0.00	0.00	350.25	472.60
Shredding	103.00	0.00	0.00	0.00	103.00
Telephone/Internet	0.00	0.00	610.00	178.45	888.45
Trash Removal	94.50	0.00	60.30	0.00	154.80
Utilities	548.73	724.18	598.16	0.00	1,871.07
Total Office Expenses	7,036.10	3,484.69	2,254.11	873.54	13,648.44

DOT-TGIG000174

0019-00174

SA001982

Nevada Department of Taxation
Las Vegas District
555 E Washington Ave Suite 1300
Las Vegas, NV 89101

DATE 12/21/2016 WED
1017713391
BATCH 325
113016
EXCISE \$3002.03
113016
EXCISE \$5155.52
113016
EXCISE \$2420.16
113016
SUT RTN \$21706.31
TOTAL \$32284.02
CASH \$32284.02
NO.049367 REG 01 DRAWER 1 TIME 10:17

(866) 962-3707
Visit us at www.tax.state.nv.us
THANK YOU

DOT-TGIG000175

0019-00175
SA001983

NEVADA DEPARTMENT OF TAXATION

MEDICAL MARIJUANA TAX RETURN Cultivator, Producer, & Dispensary

MAIL ORIGINAL TO: NEVADA DEPARTMENT OF TAXATION
1550 COLLEGE PARKWAY
CARSON CITY, NV 89706

TGIG, LLC - DBA THE GROVE
1541 E BASIN AVENUE
PAHRUMP, NV 89060

TID No:001-TX-

1017713391

003

For Department Use Only

Return for month ending 12/31/16

Due on or before 01/31/17

Date paid 12/19/16

IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL APPLY. If the business name or address has changed, please contact the Call Center at (866) 962-3707 as soon as possible to update your account with the Department.

CULTIVATION FACILITY

1. TOTAL SALES MADE THIS PERIOD

PRODUCTION FACILITY

2. TOTAL SALES MADE THIS PERIOD

MEDICAL MARIJUANA DISPENSARY

3. TOTAL SALES MADE THIS PERIOD

4. TOTAL COMBINED SALES MADE THIS PERIOD - (Line 1 + Line 2 + Line 3)

5. TOTAL CALCULATED TAX [Line 4 x 2% (0.02)]

6. CREDITS (Overpayments as determined by the Department)

7. NET TAX DUE (Line 5 minus Line 6)

8. PENALTY IF LATE (See Instructions)

9. INTEREST IF LATE (See Instructions)

10. PREVIOUS DEBTS (Outstanding Liabilities as determined by the Department)

11. TOTAL AMOUNT DUE AND PAYABLE (Line 7+ Line 8 + Line 9 + Line 10)

12. AMOUNT PAID

1.	
2.	
3.	136,885.11
4.	136,885.11
5.	2,737.70
6.	
7.	2,737.70
8.	
9.	
10.	
11.	2,737.70
12.	

Nevada Department of Taxation
Las Vegas District
555 E. Washington Ave., Suite 1300
Las Vegas, NV 89101

DATE 01/27/2017 FRI
BATCH 14 1017713391
EXCISE 123116 \$2737.70
EXCISE 123116 \$2647.64
EXCISE 123116 \$2696.07
TOTAL \$8081.41
CASH \$8081.41
NO.050718 REG 01 DRAWER 1 TIME 11:02

(866) 962-3707
Visit us at www.tax.state.nv.us
THANK YOU

MAKE CHECKS PAYABLE TO
NEVADA DEPT OF TAXATION

A RETURN MUST BE FILED EVEN IF
NO TAX LIABILITY EXISTS

MEDICAL MARIJUANA TAX
RETURN Revised 12/01/15

DOT-TGIG000176

0019-00176
SA001984

10:19 AM

01/11/17

Cash Basis

TGIG, LLC
Profit & Loss by Class

December 2016

	Cultivation	Las Vegas Dispensary	Pahrump Dispensary	Production	TOTAL
Ordinary Income/Expense					
Income					
SALES					
SALES - Cannabis					
Concentrate Sales	0 00	3,735 87	4,041 84	0 00	7,777 71
Edibles Sales	0 00	12,230 09	9,063 75	0 00	21,293 84
Flower Sales	0 00	73,349 08	74,178 88	0 00	147,527 96
Kannabis-Concentrates Sales	0 00	1,752 08	3,659 80	6,540 00	11,951 68
Kannabis Sales	45,688 00	36,210 22	46,798 74	0 00	128,696 96
Open Vape Sales	0 00	31,559 74	22,869 72	64,585 00	119,114 46
Sales Discount - Cannabis	0 00	-29,774 28	-27,338 51	0 00	-57,112 79
VERT Sales	0 00	5,740 60	3,611 09	15,469 00	24,820 69
Total SALES - Cannabis	45,688 00	134,803 40	136,885 11	86,694 00	404,070 51
SALES - Non Cannabis					
CBD Sales	0 00	2,686 09	2,839 13	0 00	5,525 22
Merchandise Sales	0 00	1,119 59	223 16	0 00	1,342 75
Paraphernalia Sales	0 00	758 97	31 60	0 00	790 57
Sales Discount - Non Cannabis	0 00	-1,169 17	-288 47	0 00	-1,457 64
Total SALES - Non Cannabis	0 00	3,395 48	2,805 42	0 00	6,200 90
Total SALES	45,688 00	138,198 88	139,690 53	86,694 00	410,271 41
Sales Cash Over/Short	0 00	32 98	44 44	0 00	77 42
Total Income	45,688 00	138,231 86	139,734 97	86,694 00	410,348 83
Cost of Goods Sold					
Apparel	0 00	1,500 00	1,500 00	0 00	3,000 00
CO2 Purchases	0 00	0 00	0 00	5,052 26	5,052 26
Concentrates	0 00	3,151 00	3,150 00	0 00	6,301 00
Edibles	0 00	8,998 00	9,809 00	915 73	19,722 73
Flower	0 00	47,190 00	30,492 00	0 00	77,682 00
Flower - Cannabis	0 00	20,939 00	20,750 00	6,623 00	48,312 00
Lah Testing	2,925 00	0 00	0 00	7,050 00	9,975 00
Merchandise	0 00	0 00	-10,835 00	0 00	-10,835 00
OpenVAPE	0 00	10,782 00	11,468 00	26,424 30	48,674 30
Packaging	-14,728 23	0 00	0 00	7,870 38	-6,857 85
SOIL	5,700 00	0 00	0 00	0 00	5,700 00
Trim	0 00	0 00	0 00	6,841 00	6,841 00
Total COGS	-6,103 23	92,560 00	74,337 00	60,576 67	221,370 44
Gross Profit	51,791 23	45,671 86	65,397 97	26,117 33	188,978 39
Expense					
Advertising & Marketing					
Misc. Marketing	0 00	550 00	0 00	0 00	550 00
Cab Driver Incentives	-465 05	0 00	35 00	35 00	-395 05
Misc. Marketing - Other					
Total Misc. Marketing	-465 05	550 00	35 00	35 00	154 95
100 - Consultants	6,000 00	0 00	0 00	0 00	6,000 00
200 - Advertising Production	450 00	0 00	0 00	0 00	450 00
300 - Media	27,100 00	0 00	1,400 00	0 00	28,500 00
400 - Website/Online	2,250 00	0 00	0 00	0 00	2,250 00
700 - Special Events	6,731 29	0 00	0 00	0 00	6,731 29
Total Advertising & Marketing	42,066 24	550 00	1,435 00	35 00	44,086 24
Auto Expenses					
Fuel	2 72	0 00	0 00	154 62	157 34
Total Auto Expenses	2 72	0 00	0 00	154 62	157 34
Donations	1,000 00	0 00	0 00	0 00	1,000 00
Dues & Subscriptions					
Membership Dues	500 00	0 00	0 00	0 00	500 00
Monthly Subscriptions	1,205 56	300 00	0 00	0 00	1,505 56
Dues & Subscriptions - Other	248 00	0 00	0 00	0 00	248 00
Total Dues & Subscriptions	1,953 56	300 00	0 00	0 00	2,253 56
Edibles Expense					
VERT Supplies	0 00	0 00	0 00	252 03	252 03
2100 - Edibles Consultants	0 00	0 00	0 00	8,300 00	8,300 00
2200 - Brand Development	0 00	0 00	0 00	2,000 00	2,000 00
Total Edibles Expense	0 00	0 00	0 00	10,552 03	10,552 03
Equipment Rental	214 14	0 00	0 00	92 67	306 81
Inspection Costs	360 00	0 00	0 00	0 00	360 00
Insurance Expense					
Workmans Compensation	1,885 00	0 00	0 00	0 00	1,885 00
Total Insurance Expense	1,885 00	0 00	0 00	0 00	1,885 00
Licenses & Permits					
Distribution Licensing Fees	0 00	0 00	0 00	6,250 00	6,250 00
Total Licenses & Permits	0 00	0 00	0 00	6,250 00	6,250 00
Meals & Entertainment					
100% Meals	284 96	0 00	0 00	218 16	503 14
Meals & Entertainment - Other	63 27	0 00	0 00	125 28	188 55
Total Meals & Entertainment	348 23	0 00	0 00	343 46	691 69

Page 1
DOT-TGIG000177

0019-00177
SA001985

COPY

NEVADA DEPARTMENT OF TAXATION

TID No:001-TX-

1017713391

002

MEDICAL MARIJUANA TAX RETURN
Cultivator, Producer, & Dispensary

MAIL ORIGINAL TO: NEVADA DEPARTMENT OF TAXATION
1550 COLLEGE PARKWAY
CARSON CITY, NV 89706

TGIG, LLC - DBA THE GROVE
5570 S VALLEY VIEW BLVD
LAS VEGAS, NV 89118

For Department Use Only

Return for month ending 12/31/16

Due on or before 01/31/17

Date paid 12/19/16

IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL APPLY. If the business name or address has changed, please contact the Call Center at (866) 962-3707 as soon as possible to update your account with the Department.

CULTIVATION FACILITY

1. TOTAL SALES MADE THIS PERIOD

PRODUCTION FACILITY

2. TOTAL SALES MADE THIS PERIOD

MEDICAL MARIJUANA DISPENSARY

3. TOTAL SALES MADE THIS PERIOD

4. TOTAL COMBINED SALES MADE THIS PERIOD - (Line 1 + Line 2 + Line 3)

5. TOTAL CALCULATED TAX [Line 4 x 2% (0.02)]

6. CREDITS (Overpayments as determined by the Department)

7. NET TAX DUE (Line 5 minus Line 6)

8. PENALTY IF LATE (See Instructions)

9. INTEREST IF LATE (See Instructions)

10. PREVIOUS DEBTS (Outstanding Liabilities as determined by the Department)

11. TOTAL AMOUNT DUE AND PAYABLE (Line 7+ Line 8 + Line 9 + Line 10)

12. AMOUNT PAID

1. 45,688.00

2. 86,694.00

3.

4. 132,382.00

5. 2,647.64

6.

7. 2,647.64

8.

9.

10.

11. 2,647.64

12.

I HEREBY CERTIFY THAT THIS RETURN INCLUDING ANY ACCOMPANYING SCHEDULE AND STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE, CORRECT AND COMPLETE RETURN. **RETURN MUST BE SIGNED.**

ENTER NAME OF PERSON
SIGNING RETURN DEMETRI KOURETAS

SIGNATURE OF TAXPAYER OR AUTHORIZED AGENT

CEO (702) 334-5301

TITLE PHONE NUMBER (WITH AREA CODE)

46-5292431 1/11/2017

FEDERAL TAX ID NUMBER (EIN OR SSN) DATE

**MAKE CHECKS PAYABLE TO
NEVADA DEPT OF TAXATION**

**A RETURN MUST BE FILED EVEN IF
NO TAX LIABILITY EXISTS**



MEDICAL MARIJUANA TAX
RETURN Revised 12/01/15

DOT-TGIG000178

0019-00178
SA001986

10:19 AM

01/11/17

Cash Basis

TGIG, LLC
Profit & Loss by Class

December 2016

	Cultivation	Las Vegas Dispensary	Pahrump Dispensary	Production	TOTAL
Ordinary Income/Expense					
Income					
SALES					
SALES - Cannabis					
Concentrate Sales	0 00	3 735 87	4,041 84	0 00	7 777 71
Edibles Sales	0 00	12 230 09	9,063 75	0 00	21 293 84
Flower Sales	0 00	73 349 08	74,178 88	0 00	147 527 96
Kannabis-Concentrates Sales	0 00	1 752 08	3,659 60	6 540 00	11 951 68
Kannabis Sales	45 688 00	36 210 22	46 798 74	0 00	128,696 96
Open Vape Sales	0 00	31 559 74	22,869 72	64,895 00	119 114 46
Sales Discount - Cannabis	0 00	-29 774 28	-27,338 51	0 00	-57 112 79
VERT Sales	0 00	5 740 60	3 611 09	15 469 00	24 820 69
Total SALES - Cannabis	45 688 00	134 803 40	136 885 11	86 694 00	404 070 51
SALES - Non Cannabis					
CBD Sales	0 00	2,686 09	2,839 13	0 00	5,525 22
Merchandise Sales	0 00	1,119 59	223 16	0 00	1,342 75
Paraphernalia Sales	0 00	758 97	31 60	0 00	790 57
Sales Discount - Non Cannabis	0 00	-1 169 17	-288 47	0 00	-1,457 64
Total SALES - Non Cannabis	0 00	3,395 48	2 805 42	0 00	6,200 90
Total SALES	45,688 00	138 198 88	139,690 53	86 694 00	410,271 41
Sales Cash Over/Short	0 00	32 98	44 44	0 00	77 42
Total Income	45,688 00	138,231 86	139,734 97	86,694 00	410,348 83
Cost of Goods Sold					
Apparel	0 00	1,500 00	1,500 00	0 00	3 000 00
CO2 Purchases	0 00	0 00	0 00	5,052 26	5,052 26
Concentrates	0 00	3,151 00	3,150 00	0 00	6,301 00
Edibles	0 00	8,998 00	9,809 00	915 73	19,722 73
Flower	0 00	47,190 00	38,495 00	0 00	85 685 00
Flower - Kannabis	0 00	20,939 00	20 750 00	6,623 00	48,312 00
Lab Testing	2,925 00	0 00	0 00	7,050 00	9 975 00
Merchandise	0 00	0 00	-10,835 00	0 00	-10,835 00
OpenVAPE	0 00	10 782 00	11 468 00	26,424 30	48,674 30
Packaging	-14,728 23	0 00	0 00	7,870 38	-6 857 85
SOIL	5,700 00	0 00	0 00	0 00	5 700 00
Trim	0 00	0 00	0 00	6,641 00	6,641 00
Total COGS	-8,103 23	92 560 00	74,337 00	60,576 67	221,370 44
Gross Profit	51,791 23	45,671 86	65,397 97	26,117 33	188,978 39
Expense					
Advertising & Marketing					
Misc. Marketing					
Cab Driver Incentives	0 00	550 00	0 00	0 00	550 00
Misc. Marketing - Other	-465 05	0 00	35 00	35 00	-395 05
Total Misc. Marketing	-465 05	550 00	35 00	35 00	154 95
100 - Consultants	6,000 00	0 00	0 00	0 00	6,000 00
200 - Advertising Production	450 00	0 00	0 00	0 00	450 00
300 - Media	27,100 00	0 00	1,400 00	0 00	28,500 00
400 - Website/Online	2,250 00	0 00	0 00	0 00	2,250 00
700 - Special Events	6,731 29	0 00	0 00	0 00	6,731 29
Total Advertising & Marketing	42,066 24	550 00	1,435 00	35 00	44,086 24
Auto Expenses					
Fuel	2 72	0 00	0 00	154 62	157 34
Total Auto Expenses	2 72	0 00	0 00	154 62	157 34
Donations	1,000 00	0 00	0 00	0 00	1,000 00
Dues & Subscriptions					
Membership Dues	500 00	0 00	0 00	0 00	500 00
Monthly Subscriptions	1,205 56	300 00	0 00	0 00	1,505 56
Dues & Subscriptions - Other	248 00	0 00	0 00	0 00	248 00
Total Dues & Subscriptions	1,953 56	300 00	0 00	0 00	2,253 56
Edibles Expense					
VERT Supplies	0 00	0 00	0 00	252 03	252 03
2100 - Edibles Consultants	0 00	0 00	0 00	8,300 00	8,300 00
2200 - Brand Development	0 00	0 00	0 00	2,000 00	2,000 00
Total Edibles Expense	0 00	0 00	0 00	10 552 03	10,552 03
Equipment Rental	214 14	0 00	0 00	92 67	306 81
Inspection Costs	360 00	0 00	0 00	0 00	360 00
Insurance Expense					
Workmans Compensation	1,885 00	0 00	0 00	0 00	1,885 00
Total Insurance Expense	1,885 00	0 00	0 00	0 00	1,885 00
Licenses & Permits					
Distribution Licensing Fees	0 00	0 00	0 00	6,250 00	6,250 00
Total Licenses & Permits	0 00	0 00	0 00	6 250 00	6,250 00
Meals & Entertainment					
100% Meals	284 96	0 00	0 00	218 18	503 14
Meals & Entertainment - Other	63 27	0 00	0 00	125 28	188 55
Total Meals & Entertainment	348 23	0 00	0 00	343 46	691 69

DOT-TGIG000179

0019-00179

SA001987

NEVADA DEPARTMENT OF TAXATION

TID No:001-TX-

1017713391

001

**MEDICAL MARIJUANA TAX RETURN
Cultivator, Producer, & Dispensary**

MAIL ORIGINAL TO: NEVADA DEPARTMENT OF TAXATION
1550 COLLEGE PARKWAY
CARSON CITY, NV 89706

TGIG, LLC - DBA THE GROVE
4647 SWENSON STREET
LAS VEGAS, NV 89119

For Department Use Only

Return for month ending 12/31/16
Due on or before 01/31/17
Date paid 12/19/16

IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL APPLY. If the business name or address has changed, please contact the Call Center at (866) 962-3707 as soon as possible to update your account with the Department.

CULTIVATION FACILITY

1. TOTAL SALES MADE THIS PERIOD

PRODUCTION FACILITY

2. TOTAL SALES MADE THIS PERIOD

MEDICAL MARIJUANA DISPENSARY

3. TOTAL SALES MADE THIS PERIOD

4. TOTAL COMBINED SALES MADE THIS PERIOD - (Line 1 + Line 2 + Line 3)

5. TOTAL CALCULATED TAX [Line 4 x 2% (0.02)]

6. CREDITS (Overpayments as determined by the Department)

7. NET TAX DUE (Line 5 minus Line 6)

8. PENALTY IF LATE (See Instructions)

9. INTEREST IF LATE (See Instructions)

10. PREVIOUS DEBTS (Outstanding Liabilities as determined by the Department)

11. TOTAL AMOUNT DUE AND PAYABLE (Line 7+ Line 8 + Line 9 + Line 10)

12. AMOUNT PAID

1.
2.
3. 134,803.40
4. 134,803.40
5. 2,696.07
6.
7. 2,696.07
8.
9.
10.
11. 2,696.07
12.

I HEREBY CERTIFY THAT THIS RETURN INCLUDING ANY ACCOMPANYING SCHEDULE AND STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE CORRECT AND COMPLETE RETURN **RETURN MUST BE SIGNED.**

ENTER NAME OF PERSON SIGNING RETURN DEMETRI KOURETAS

SIGNATURE OF TAXPAYER OR AUTHORIZED AGENT

CEO (702) 334-5301

TITLE PHONE NUMBER (WITH AREA CODE)

46-5292431 1/11/2017

FEDERAL TAX ID NUMBER (EIN OR SSN) DATE

**MAKE CHECKS PAYABLE TO
NEVADA DEPT OF TAXATION**

**A RETURN MUST BE FILED EVEN IF
NO TAX LIABILITY EXISTS**



MEDICAL MARIJUANA TAX
RETURN Revised 12/01/15

DOT-TGIG000180

0019-00180
SA001988

10:19 AM

01/11/17

Cash Basis

TGIG, LLC
Profit & Loss by Class

December 2016

	Cultivation	Las Vegas Dispensary	Pahrump Dispensary	Production	TOTAL
Ordinary Income/Expense					
Income					
SALES					
SALES - Cannabis					
Concentrate Sales	0 00	3,735 87	4 041 84	0 00	7,777 71
Edibles Sales	0 00	12,230 09	9,063 75	0 00	21,293 84
Flower Sales	0 00	73,349 08	74,178 98	0 00	147,527 95
Kannabis-Concentrates Sales	0 00	1,752 08	3,859 90	6 540 00	11,951 88
Kannabis Sales	45 888 00	38,210 22	45 798 74	0 00	128,896 96
Open Vape Sales	0 00	31 559 74	22,869 72	64 685 00	119,114 45
Sales Discount - Cannabis	0 00	-29 774 28	-27 338 51	0 00	-57 112 79
VERT Sales	0 00	5 740 60	3 611 09	15 469 00	24 820 69
Total SALES - Cannabis	45,688 00	134 803 40	136 885 11	86 694 00	404,070 51
SALES - Non Cannabis					
CBD Sales	0 00	2 686 09	2 839 13	0 00	5 525 22
Merchandise Sales	0 00	1 119 59	223 16	0 00	1 342 75
Paraphernalia Sales	0 00	758 97	31 60	0 00	790 57
Sales Discount - Non Cannabis	0 00	-1 169 17	-288 47	0 00	-1,457 64
Total SALES - Non Cannabis	0 00	3,395 48	2,805 42	0 00	6,200 90
Total SALES	45,688 00	138,198 88	139,690 53	86,694 00	410,271 41
Sales Cash Over/Short	0 00	32 98	44 44	0 00	77 42
Total Income	45,688 00	138,231 86	139,734 97	86,694 00	410,348 83
Cost of Goods Sold					
Apparel	0 00	1,500 00	1 500 00	0 00	3,000 00
CO2 Purchases	0 00	0 00	0 00	5,052 26	5 052 26
Concentrates	0 00	3,151 00	3,150 00	0 00	6,301 00
Edibles	0 00	8,998 00	9,809 00	915 73	19,722 73
Flower	0 00	47,190 00	38,495 00	0 00	85,685 00
Flower - Kannabis	0 00	20 939 00	20 750 00	6,623 00	48,312 00
Lab Testing	2,925 00	0 00	0 00	7,050 00	9 975 00
Merchandise	0 00	0 00	-10,835 00	0 00	-10,835 00
OpenVAPE	0 00	10,782 00	11 468 00	26,424 30	48,674 30
Packaging	-14,728 23	0 00	0 00	7,870 38	-6 857 85
SOIL	5,700 00	0 00	0 00	0 00	5,700 00
Trim	0 00	0 00	0 00	6,641 00	6,641 00
Total COGS	-8,103 23	92,580 00	74,337 00	60,576 67	221,370 44
Gross Profit	51,791 23	45,671 86	65,397 97	26 117 33	188,978 39
Expense					
Advertising & Marketing					
Misc. Marketing					
Cab Driver Incentives	0 00	550 00	0 00	0 00	550 00
Misc. Marketing - Other	-465 05	0 00	35 00	35 00	-395 05
Total Misc. Marketing	-465 05	550 00	35 00	35 00	154 95
100 - Consultants	6,000 00	0 00	0 00	0 00	6,000 00
200 - Advertising Production	450 00	0 00	0 00	0 00	450 00
300 - Media	27,100 00	0 00	1 400 00	0 00	28,500 00
400 - Website/Online	2,250 00	0 00	0 00	0 00	2,250 00
700 - Special Events	6,731 29	0 00	0 00	0 00	6,731 29
Total Advertising & Marketing	42,066 24	550 00	1,435 00	35 00	44,086 24
Auto Expenses					
Fuel	2 72	0 00	0 00	154 62	157 34
Total Auto Expenses	2 72	0 00	0 00	154 62	157 34
Donations	1,000 00	0 00	0 00	0 00	1,000 00
Dues & Subscriptions					
Membership Dues	500 00	0 00	0 00	0 00	500 00
Monthly Subscriptions	1,205 56	300 00	0 00	0 00	1,505 56
Dues & Subscriptions - Other	248 00	0 00	0 00	0 00	248 00
Total Dues & Subscriptions	1,953 56	300 00	0 00	0 00	2,253 56
Edibles Expense					
VERT Supplies	0 00	0 00	0 00	252 03	252 03
2100 - Edibles Consultants	0 00	0 00	0 00	8,300 00	8,300 00
2200 - Brand Development	0 00	0 00	0 00	2,000 00	2,000 00
Total Edibles Expense	0 00	0 00	0 00	10,552 03	10,552 03
Equipment Rental	214 14	0 00	0 00	92 67	306 81
Inspection Costs	360 00	0 00	0 00	0 00	360 00
Insurance Expense					
Workmans Compensation	1,885 00	0 00	0 00	0 00	1,885 00
Total Insurance Expense	1,885 00	0 00	0 00	0 00	1,885 00
Licenses & Permits					
Distribution Licensing Fees	0 00	0 00	0 00	6 250 00	6 250 00
Total Licenses & Permits	0 00	0 00	0 00	6,250 00	6,250 00
Meals & Entertainment					
100% Meals	284 96	0 00	0 00	218 18	503 14
Meals & Entertainment - Other	63 27	0 00	0 00	125 28	188 55
Total Meals & Entertainment	348 23	0 00	0 00	343 46	691 69

Page 1

DOT-TGIG000181

0019-00181

SA001989

Nevada Department of Taxation
Las Vegas District
555 E. Washington Ave., Suite 1300
Las Vegas, NV 89101

DATE 01/27/2017 FRI
1017713391
BATCH 349
123116
EXCISE \$2737.70
123116
EXCISE \$2647.64
123116
EXCISE \$2696.07
TOTAL \$8081.41
CASH \$8081.41
NO.050718 REG 01 DRAWER 1 TIME 11:02

(866) 962-3707
Visit us at www.tax.state.nv.us
THANK YOU

DOT-TGIG000182

0019-00182
SA001990

NEVADA DEPARTMENT OF TAXATION

TID No:001-TX-

1017713391

001

**MEDICAL MARIJUANA TAX RETURN
Cultivator, Producer, & Dispensary**

MAIL ORIGINAL TO: NEVADA DEPARTMENT OF TAXATION
1550 COLLEGE PARKWAY
CARSON CITY, NV 89706

TGIG, LLC - DBA THE GROVE
4647 SWENSON STREET
LAS VEGAS, NV 89119

For Department Use Only

Return for month ending 01/31/17
Due on or before 02/28/17
Date paid 02/13/17

IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL APPLY. If the business name or address has changed, please contact the Call Center at (866) 962-3707 as soon as possible to update your account with the Department.

CULTIVATION FACILITY

1. TOTAL SALES MADE THIS PERIOD

PRODUCTION FACILITY

2. TOTAL SALES MADE THIS PERIOD

MEDICAL MARIJUANA DISPENSARY

3. TOTAL SALES MADE THIS PERIOD

4. TOTAL COMBINED SALES MADE THIS PERIOD - (Line 1 + Line 2 + Line 3)

5. TOTAL CALCULATED TAX [Line 4 x 2% (0.02)]

6. CREDITS (Overpayments as determined by the Department)

7. NET TAX DUE (Line 5 minus Line 6)

8. PENALTY IF LATE (See Instructions)

9. INTEREST IF LATE (See Instructions)

10. PREVIOUS DEBTS (Outstanding Liabilities as determined by the Department)

11. TOTAL AMOUNT DUE AND PAYABLE (Line 7+ Line 8 + Line 9 + Line 10)

12. AMOUNT PAID

1.	
2.	
3.	176,432.27
4.	176,432.27
5.	3,528.65
6.	
7.	3,528.65
8.	
9.	0.00
10.	
11.	3,528.65
12.	

I HEREBY CERTIFY THAT THIS RETURN INCLUDING ANY ACCOMPANYING SCHEDULE AND STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE CORRECT AND COMPLETE RETURN **RETURN MUST BE SIGNED.**

ENTER NAME OF PERSON SIGNING RETURN **DEMETRI KOURETAS**

SIGNATURE OF TAXPAYER OR AUTHORIZED AGENT
C.E.O. (702) 334-5301

TITLE PHONE NUMBER (WITH AREA CODE)

46-5292431 2/13/17

FEDERAL TAX ID NUMBER (EIN OR SSN) DATE

**MAKE CHECKS PAYABLE TO
NEVADA DEPT OF TAXATION**

**A RETURN MUST BE FILED EVEN IF
NO TAX LIABILITY EXISTS**



MEDICAL MARIJUANA TAX
RETURN Revised 12/01/15

DOT-TGIG000183

**0019-00183
SA001991**

12:03 PM
02/13/17
Cash Basis

TGIG, LLC
Profit & Loss by Class
January 2017

Ordinary Income/Expense	Cultivation	Las Vegas Dispensary	Pahrump Dispensary	Production	VERT	TOTAL
Income						
SALES						
CBD Sales 2017	0.00	1,618.15	2,286.18	0.00	0.00	3,904.33
Concentrate Sales	0.00	9,862.09	10,309.34	0.00	0.00	20,171.43
Edibles Sales	0.00	21,547.04	14,289.32	0.00	0.00	35,836.36
Flower Sales	0.00	95,413.92	68,887.64	0.00	0.00	164,301.56
Kannabis-Concentrates Sales	0.00	1,348.12	100.37	2,700.00	0.00	4,148.49
Kannabis Sales	120,950.00	48,429.99	51,531.02	0.00	0.00	220,911.01
Opioids Sales	0.00	16,750.24	1,059.96	67,838.00	0.00	117,387.10
Sales Discount - Cannabis	0.00	-37,786.96	-1,183.85	-570.00	-84.00	-40,630.81
VERT Sales	0.00	5,308.88	2,599.71	0.00	22,863.00	30,869.59
Total SALES - Cannabis	120,950.00	176,432.27	137,720.97	69,968.00	22,589.00	527,660.24
SALES - Non Cannabis	0.00	507.88	155.23	0.00	0.00	663.11
Merchandise Sales	0.00	1,491.98	247.22	0.00	0.00	1,739.20
Paraphernalia Sales	0.00	-437.98	-99.46	0.00	0.00	-537.44
Sales Discount - Non Cannabis	0.00	1,561.86	302.99	0.00	0.00	1,864.85
Total SALES - Non Cannabis	0.00	1,779.93	138,023.96	69,968.00	22,589.00	529,524.91
Total SALES	120,950.00	178,212.20	137,853.93	70,037.00	22,589.00	529,700.97
Sales Cash Over/Short	-19.18	144.42	50.82	0.00	0.00	176.06
Total Income	120,930.82	178,138.37	138,074.78	69,968.00	22,589.00	529,700.97
Cost of Goods Sold	0.00	1,000.00	1,000.00	0.00	0.00	2,000.00
CBD Purchases	1,250.00	0.00	0.00	1,694.36	0.00	2,944.36
Edibles	0.00	15.00	13,348.00	5,729.60	0.00	31,419.34
Flower	0.00	44,102.00	26,036.00	36,704.00	0.00	75,886.00
Flower - Kannabis	-7,396.00	38,030.00	53,612.00	4,150.00	0.00	124,225.00
Lab Testing	10,075.00	0.00	0.00	99,914.70	0.00	139,782.70
Opioids	0.00	17,048.00	22,820.00	0.00	474.64	5,513.93
Packaging	2,774.25	0.00	1,158.66	1,106.38	0.00	11,670.00
SOIL	11,670.00	0.00	0.00	4,617.00	0.00	409,008.33
Trm	0.00	0.00	0.00	0.00	0.00	0.00
Total COGS	18,373.25	115,261.00	117,982.66	153,921.32	3,460.10	409,008.33
Gross Profit	102,557.57	62,877.37	20,092.12	-83,953.32	19,128.90	120,692.64
Expense						
Advertising & Marketing						
Misc. Marketing	0.00	900.00	0.00	0.00	0.00	900.00
Cab Driver Incentives	438.09	115.00	115.00	35.00	0.00	704.09
Misc. Marketing - Other						
Total Misc. Marketing	438.09	1,015.00	115.00	35.00	0.00	1,604.09
100 - Consultants	6,000.00	0.00	0.00	0.00	0.00	6,000.00
200 - Advertising Production	0.00	0.00	0.00	0.00	0.00	0.00
300 - Media	9,900.00	0.00	1,350.00	0.00	0.00	1,350.00
400 - Website/Online	1,866.13	0.00	700.00	0.00	0.00	10,600.00
Total Advertising & Marketing	18,205.22	1,015.00	2,165.00	35.00	0.00	1,866.13
Auto Expenses						
Fuel	50.35	0.00	0.00	199.53	0.00	249.88
Total Auto Expenses	50.35	0.00	0.00	199.53	0.00	249.88
Donations						
Dues & Subscriptions	2,000.00	0.00	0.00	0.00	0.00	2,000.00
Monthly Subscriptions	6,750.00	0.00	0.00	0.00	0.00	6,750.00
Dues & Subscriptions - Other	817.94	756.00	456.00	500.00	0.00	2,029.94
Total Dues & Subscriptions	9,567.94	756.00	456.00	500.00	0.00	1,492.97
Edibles Expense						
VERT Supplies	0.00	0.00	0.00	0.00	877.59	877.59
2100 - Edibles Consultants	0.00	0.00	0.00	2,000.00	8,300.00	8,300.00
2200 - Brand Development	0.00	0.00	0.00	0.00	300.86	2,300.86
Total Edibles Expense	0.00	0.00	0.00	2,000.00	9,478.45	11,478.45

DOT-TGIG000184

0019-00184

SA001992

NEVADA DEPARTMENT OF TAXATION

TID No:001-TX-

1017713391

002

MEDICAL MARIJUANA TAX RETURN
Cultivator, Producer, & Dispensary

MAIL ORIGINAL TO: NEVADA DEPARTMENT OF TAXATION
1550 COLLEGE PARKWAY
CARSON CITY NV 89706

TGIG, LLC - DBA THE GROVE
5570 S VALLEY VIEW BLVD
LAS VEGAS, NV 89118

For Department Use Only

Return for month ending 01/31/17

Due on or before 02/28/17

Date paid 02/13/17

IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL APPLY. If the business name or address has changed, please contact the Call Center at (866) 962-3707 as soon as possible to update your account with the Department.

CULTIVATION FACILITY

1. TOTAL SALES MADE THIS PERIOD

1. 120,950.00

PRODUCTION FACILITY

2. TOTAL SALES MADE THIS PERIOD

2. 92,557.00

MEDICAL MARIJUANA DISPENSARY

3. TOTAL SALES MADE THIS PERIOD

3.

4. TOTAL COMBINED SALES MADE THIS PERIOD - (Line 1 + Line 2 + Line 3)

4. 213,507.00

5. TOTAL CALCULATED TAX [Line 4 x 2% (0.02)]

5. 4,270.14

6. CREDITS (Overpayments as determined by the Department)

6.

7. NET TAX DUE (Line 5 minus Line 6)

7. 4,270.14

8. PENALTY IF LATE (See Instructions)

8.

9. INTEREST IF LATE (See Instructions)

9. 0.00

10. PREVIOUS DEBTS (Outstanding Liabilities as determined by the Department)

10.

11. TOTAL AMOUNT DUE AND PAYABLE (Line 7+ Line 8 + Line 9 + Line 10)

11. 4,270.14

12. AMOUNT PAID

12.

I HEREBY CERTIFY THAT THIS RETURN INCLUDING ANY ACCOMPANYING SCHEDULE AND STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE, CORRECT AND COMPLETE RETURN. **RETURN MUST BE SIGNED.**

ENTER NAME OF PERSON SIGNING RETURN DEMETRI KOURETAS

SIGNATURE OF TAXPAYER OR AUTHORIZED AGENT

C.E.O. (702) 334-5301

TITLE PHONE NUMBER (WITH AREA CODE)

46-5292431 2/13/17

FEDERAL TAX ID NUMBER (EIN OR SSN) DATE

MAKE CHECKS PAYABLE TO
NEVADA DEPT OF TAXATION

A RETURN MUST BE FILED EVEN IF
NO TAX LIABILITY EXISTS



MEDICAL MARIJUANA TAX
RETURN Rev. 12/01/15

DOT-TGIG000185

0019-00185
SA001993

12:03 PM
02/13/17
Cash Basis

TGIG, LLC
Profit & Loss by Class
January 2017

Ordinary Income/Expense	Cultivation	Las Vegas Dispensary	Pahrump Dispensary	Production	VERT	TOTAL
Income						
SALES - Cannabis						
CBD Sales 2017	0.00	1,618.15	2,286.18	0.00	0.00	3,904.33
Concentrate Sales	0.00	9,882.09	10,309.34	0.00	0.00	20,191.43
Edibles Sales	0.00	21,547.04	14,299.32	0.00	0.00	35,846.36
Flower Sales	0.00	85,413.92	68,887.64	0.00	0.00	154,301.56
Kannabis-Concentrates Sales	0.00	1,348.12	100.37	2,700.00	0.00	4,148.49
Kannabis Sales	120,950.00	48,428.98	51,531.02	0.00	0.00	220,911.01
Open Vape Sales	0.00	30,798.96	18,750.24	67,838.00	0.00	117,387.10
Sales Discount - Cannabis	0.00	-57,915.78	-31,038.65	-570.00	-84.00	-89,618.63
VERT Sales	0.00	3,308.66	2,395.71	0.00	22,683.00	30,588.36
Total SALES - Cannabis	120,950.00	176,432.27	137,720.97	89,186.00	22,589.00	527,660.24
SALES - Non Cannabis						
Merchandise Sales	0.00	507.68	155.23	0.00	0.00	662.91
Paraphernalia Sales	0.00	1,481.98	241.22	0.00	0.00	1,723.20
Sales Discount - Non Cannabis	0.00	-437.98	-99.46	0.00	0.00	-537.44
Total SALES - Non Cannabis	0.00	1,561.68	302.99	0.00	0.00	1,864.67
Total SALES	120,950.00	177,993.95	138,023.96	89,186.00	22,589.00	529,524.91
Sales Cash Over/Short	-19.18	144.42	50.82	0.00	0.00	176.06
Total Income	120,930.82	178,138.37	138,074.78	89,186.00	22,589.00	529,700.97
Cost of Goods Sold						
Apparel	0.00	1,000.00	1,000.00	0.00	0.00	2,000.00
CCT Purchases	1,250.00	0.00	0.00	1,694.36	0.00	2,944.36
Edibles	0.00	15,081.00	13,348.00	6.88	0.00	31,419.34
Flower	0.00	44,036.00	25,055.00	5,729.00	0.00	75,880.00
Flower - Kannabis	-7,396.00	38,036.00	23,916.00	4,150.00	0.00	120,950.00
Lab Testing	10,075.00	0.00	0.00	0.00	0.00	10,075.00
OpenVAPE	0.00	17,048.00	22,820.00	98,914.70	0.00	138,782.70
Packaging	2,774.25	0.00	1,158.68	1,106.38	474.64	5,513.93
SOIL	11,670.00	0.00	0.00	0.00	0.00	11,670.00
Trim	0.00	0.00	0.00	4,617.00	0.00	4,617.00
Total COGS	18,373.25	115,261.00	117,992.68	153,921.32	3,460.10	409,008.33
Gross Profit	102,557.57	62,877.37	20,082.12	-83,953.32	19,128.90	120,692.64
Expense						
Advertising & Marketing						
Misc. Marketing	0.00	900.00	0.00	0.00	0.00	900.00
Cab Driver Incentives	439.09	115.00	115.00	35.00	0.00	704.09
Misc. Marketing - Other						
Total Misc. Marketing	439.09	1,015.00	115.00	35.00	0.00	1,604.09
100 - Consultants	6,000.00	0.00	0.00	0.00	0.00	6,000.00
200 - Advertising Production	0.00	0.00	0.00	0.00	0.00	0.00
300 - Media	9,900.00	0.00	1,350.00	0.00	0.00	1,350.00
400 - Website/Online	1,866.13	0.00	700.00	0.00	0.00	10,600.00
Total Advertising & Marketing	18,205.22	1,015.00	2,165.00	35.00	0.00	21,420.22
Auto Expenses						
Fuel	50.35	0.00	0.00	199.53	0.00	249.88
Total Auto Expenses	50.35	0.00	0.00	199.53	0.00	249.88
Donations						
Dues & Subscriptions	2,000.00	0.00	0.00	0.00	0.00	2,000.00
Membership Dues	6,750.00	0.00	0.00	0.00	0.00	6,750.00
Monthly Subscriptions	807.84	756.00	466.00	0.00	0.00	2,029.84
Dues & Subscriptions - Other	982.97	0.00	500.00	500.00	0.00	1,982.97
Total Dues & Subscriptions	8,560.91	756.00	456.00	500.00	0.00	10,272.91
Edibles Expense						
VERT Supplies	0.00	0.00	0.00	0.00	877.59	877.59
2100 - Edibles Consultants	0.00	0.00	0.00	2,000.00	8,300.00	8,300.00
2200 - Brand Development	0.00	0.00	0.00	0.00	300.86	300.86
Total Edibles Expense	0.00	0.00	0.00	2,000.00	9,478.45	11,478.45

DOT-TGIG000186

0019-00186
SA001994

NEVADA DEPARTMENT OF TAXATION

TID No:001-TX-

1017713391**003****MEDICAL MARIJUANA TAX RETURN
Cultivator, Producer, & Dispensary**MAIL ORIGINAL TO NEVADA DEPARTMENT OF TAXATION
1550 COLLEGE PARKWAY
CARSON CITY NV 89706TGIG, LLC - DBA THE GROVE
1541 E BASIN AVENUE
PAHRUMP, NV 89060

For Department Use Only

Return for month ending 01/31/17

Due on or before 02/28/17

Date paid 02/13/17

IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL
APPLY. If the business name or address has changed, please contact
the Call Center at (866) 962-3707 as soon as possible to update your
account with the Department.**CULTIVATION FACILITY**

1. TOTAL SALES MADE THIS PERIOD

PRODUCTION FACILITY

2. TOTAL SALES MADE THIS PERIOD

MEDICAL MARIJUANA DISPENSARY

3. TOTAL SALES MADE THIS PERIOD

4. TOTAL COMBINED SALES MADE THIS PERIOD - (Line 1 + Line 2 + Line 3)

5. TOTAL CALCULATED TAX [Line 4 x 2% (0.02)]

6. CREDITS (Overpayments as determined by the Department)

7. NET TAX DUE (Line 5 minus Line 6)

8. PENALTY IF LATE (See Instructions)

9. INTEREST IF LATE (See Instructions)

10. PREVIOUS DEBTS (Outstanding Liabilities as determined by the Department)

11. TOTAL AMOUNT DUE AND PAYABLE (Line 7+ Line 8 + Line 9 + Line 10)

12. AMOUNT PAID

1.	
2.	
3.	137,720.97
4.	137,720.97
5.	2,754.42
6.	
7.	2,754.42
8.	
9.	0.00
10.	
11.	2,754.42
12.	

I HEREBY CERTIFY THAT THIS RETURN INCLUDING ANY ACCOMPANYING SCHEDULE AND
STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF
IS A TRUE CORRECT AND COMPLETE RETURN. **RETURN MUST BE SIGNED.**ENTER NAME OF PERSON
SIGNING RETURN **DEMETRI KOURETAS**

SIGNATURE OF TAXPAYER OR AUTHORIZED AGENT

C.E.O. (702) 334-5301

TITLE PHONE NUMBER (WITH AREA CODE)

46-5292431 2/13/17

FEDERAL TAX ID NUMBER (EIN OR SSN) DATE

**MAKE CHECKS PAYABLE TO
NEVADA DEPT OF TAXATION****A RETURN MUST BE FILED EVEN IF
NO TAX LIABILITY EXISTS**MEDICAL MARIJUANA TAX
RETURN Revised 12/1/15**DOT-TGIG000187****0019-00187
SA001995**

12:03 PM
02/13/17
Cash Basis

TGIG, LLC
Profit & Loss by Class
January 2017

Ordinary Income/Expense	Cultivation	Las Vegas Dispensary	Pahrump Dispensary	Production	VERT	TOTAL
Income						
SALES - Cannabis						
CBD Sales 2017	0.00	1,616.15	2,286.18	0.00	0.00	3,904.33
Concentrate Sales	0.00	9,882.09	10,309.34	0.00	0.00	20,191.43
Edibles Sales	0.00	21,547.04	14,269.32	0.00	0.00	35,816.36
Flower Sales	0.00	95,413.92	68,887.64	0.00	0.00	164,301.56
Kannabis-Concentrates Sales	0.00	1,348.12	100.37	2,700.00	0.00	4,148.49
Kannabis Sales	120,950.00	48,429.99	51,531.02	0.00	0.00	220,911.01
Open Vape Sales	0.00	30,799.96	18,750.24	67,838.00	0.00	117,387.10
Edibles Discount - Cannabis	0.00	-37,915.76	-31,036.65	-570.00	-94.00	-69,618.63
VERY Sales	0.00	5,509.66	2,395.71	0.00	22,663.00	30,568.39
Total SALES - Cannabis	120,950.00	176,432.27	137,720.97	69,968.00	22,569.00	527,660.24
SALES - Non Cannabis						
Merchandise Sales	0.00	507.68	155.23	0.00	0.00	662.91
Paraphernalia Sales	0.00	1,491.98	247.22	0.00	0.00	1,739.20
Sales Discount - Non Cannabis	0.00	-437.88	-59.46	0.00	0.00	-497.34
Total SALES - Non Cannabis	0.00	1,561.68	302.99	0.00	0.00	1,864.67
Total SALES	120,950.00	177,993.95	138,023.96	69,968.00	22,569.00	529,524.91
Sales Cash Over/Short	-16.18	144.42	50.82	0.00	0.00	178.06
Total Income	120,933.82	178,138.37	138,074.78	69,968.00	22,569.00	529,700.97
Cost of Goods Sold						
Apparel	0.00	1,000.00	1,000.00	0.00	0.00	2,000.00
CO2 Purchases	1,250.00	0.00	0.00	1,894.36	0.00	2,944.36
Edibles	0.00	15,081.00	0.00	6.88	0.00	15,087.88
Flowers	0.00	4,000.00	23,000.00	36,700.00	0.00	63,700.00
Flower - Cannabis	-7,386.00	38,030.00	55,612.00	0.00	0.00	75,866.00
Lab Testing	10,075.00	0.00	0.00	4,150.00	0.00	14,225.00
Open/Vape	0.00	17,048.00	22,520.00	99,914.70	0.00	139,782.70
Packaging	2,774.25	0.00	1,136.68	1,106.38	474.64	5,513.93
SOIL	11,670.00	0.00	0.00	0.00	11,670.00	23,340.00
Trim	0.00	0.00	0.00	4,617.00	0.00	4,617.00
Total COGS	18,373.25	115,281.00	117,992.66	153,921.32	3,460.10	409,008.33
Gross Profit	102,557.57	62,877.37	20,082.12	-83,953.32	19,128.90	120,692.64
Expense						
Advertising & Marketing						
Misc. Marketing	0.00	900.00	0.00	0.00	0.00	900.00
Cab Driver Incentives	439.09	115.00	115.00	35.00	0.00	704.09
Misc. Marketing - Other						
Total Misc. Marketing	439.09	1,015.00	115.00	35.00	0.00	1,604.09
100 - Consultants	6,000.00	0.00	0.00	0.00	0.00	6,000.00
200 - Advertising Production	0.00	0.00	1,350.00	0.00	0.00	1,350.00
300 - Media	9,900.00	0.00	700.00	0.00	0.00	10,600.00
400 - Website/Online	1,866.13	0.00	0.00	0.00	0.00	1,866.13
Total Advertising & Marketing	18,205.22	1,015.00	2,165.00	35.00	0.00	21,420.22
Auto Expenses						
Fuel	50.35	0.00	0.00	199.53	0.00	249.88
Total Auto Expenses	50.35	0.00	0.00	199.53	0.00	249.88
Donations						
Dues & Subscriptions	2,000.00	0.00	0.00	0.00	0.00	2,000.00
Membership Dues	6,750.00	0.00	0.00	0.00	0.00	6,750.00
Monthly Subscriptions	917.94	756.00	450.00	0.00	0.00	2,023.94
Dues & Subscriptions - Other	992.97	0.00	0.00	500.00	0.00	1,492.97
Total Dues & Subscriptions	8,560.91	756.00	450.00	500.00	0.00	10,272.91
Edibles Expense						
VERY Supplies	0.00	0.00	0.00	0.00	877.59	877.59
2100 - Edibles Consultants	0.00	0.00	0.00	0.00	8,300.00	8,300.00
2200 - Brand Development	0.00	0.00	0.00	2,000.00	300.85	2,300.85
Total Edibles Expense	0.00	0.00	0.00	2,000.00	9,478.45	11,478.45

DOT-TGIG000188

0019-00188

SA001996

Nevada Department of Taxation
 Las Vegas District
 555 E. Washington Ave., Suite 1300
 Las Vegas, NV 89101

DATE THU

EXCISE
 EXCISE \$4
 EXCISE \$27.42
TOTAL \$10553
 ASH
 NO.051730 REV 01 DRAWER 2 TIME 10:49

3707
 Visit us at www.tax.state.nv.us
 THANK YOU

Nevada Department of Taxation
 Las Vegas District
 555 E. Washington Ave., Suite 1300
 Las Vegas, NV 89101

DATE THU
 01/27/1391
 EXCISE
 EXCISE \$120.05
 EXCISE \$427
 EXCISE \$275.42
TOTAL \$10553
 ASH
 NO.051730 REV 01 DRAWER 2 TIME 10:49

(800) 962-3707
 Visit us at www.tax.state.nv.us
 THANK YOU

DOT-TGIG000189

0019-00189
 SA001997

NEVADA DEPARTMENT OF TAXATION

MEDICAL MARIJUANA TAX RETURN Cultivator, Producer, & Dispensary

MAIL ORIGINAL TO NEVADA DEPARTMENT OF TAXATION
1550 COLLEGE PARKWAY
CARSON CITY, NV 89706

TGIG, LLC - DBA THE GROVE
4847 SWENSON STREET
LAS VEGAS, NV 89119

TID No:001-TX- **1017713391** - **001**

For Department Use Only

Return for month ending 02/28/17

Due on or before 03/31/17

Date paid 03/21/17

IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL APPLY. If the business name or address has changed, please contact the Call Center at (866) 962-3707 as soon as possible to update your account with the Department.

CULTIVATION FACILITY

1. TOTAL SALES MADE THIS PERIOD

PRODUCTION FACILITY

2. TOTAL SALES MADE THIS PERIOD

MEDICAL MARIJUANA DISPENSARY

3. TOTAL SALES MADE THIS PERIOD

4. TOTAL COMBINED SALES MADE THIS PERIOD - (Line 1 + Line 2 + Line 3)

5. TOTAL CALCULATED TAX [Line 4 x 2% (0.02)]

6. CREDITS (Overpayments as determined by the Department)

7. NET TAX DUE (Line 5 minus Line 6)

8. PENALTY IF LATE (See Instructions)

9. INTEREST IF LATE (See Instructions)

10. PREVIOUS DEBTS (Outstanding Liabilities as determined by the Department)

11. TOTAL AMOUNT DUE AND PAYABLE (Line 7 + Line 8 + Line 9 + Line 10)

12. AMOUNT PAID

1.	
2.	
3.	184,096.37
4.	184,096.37
5.	3,681.93
6.	
7.	3,681.93
8.	
9.	0.00
10.	
11.	3,681.93
12.	

I HEREBY CERTIFY THAT THIS RETURN INCLUDING ANY ACCOMPANYING SCHEDULE AND STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF
URN: **RETURN MUST BE SIGNED.**

**MAKE CHECKS PAYABLE TO
NEVADA DEPT OF TAXATION**

**A RETURN MUST BE FILED EVEN IF
NO TAX LIABILITY EXISTS**

Nevada Department of Taxation
Las Vegas District
555 E. Washington Ave., Suite 1300
Las Vegas, NV 89101

DATE 03/28/2017 TUE
64174 190 1017713391

EXCISE 22817 \$3190.80
EXCISE 22817 \$3681.93
EXCISE 22817 \$2829.95
TOTAL \$9702.68
CASH \$9702.68
NO. 052885 REG 01 DRAWER 1 TIME 09:39

(866) 962-3707
Visit us at www.tax.state.nv.us
THANK YOU

MEDICAL MARIJUANA TAX
RETURN Revised 12/1/15

DOT-TGIG000190

0019-00190
SA001998

4:12 PM
03/21/17
Cash Basis

TGIG, LLC
Profit & Loss by Class
February 2017

Ordinary Income/Expense
Income

	Cultivation	Las Vegas Dispensary	Pahrump Dispensary	Production	VERT	TOTAL
SALES - Cannabis						
CBD Sales 2017	0.00	1,440.78	1,278.51	0.00	0.00	2,719.29
Concentrate Sales	0.00	12,015.86	9,337.81	0.00	0.00	21,353.79
Edibles Sales	0.00	21,527.91	13,024.67	0.00	0.00	34,552.59
Flower Sales	0.00	88,748.93	85,250.94	0.00	0.00	173,999.87
Kannabis-Concentrates Sales	0.00	489.30	0.00	1,540.00	0.00	2,029.30
Kannabis Sales	65,750.00	50,153.54	57,154.83	0.00	0.00	173,058.37
Other Sales	0.00	48,799.99	23,747.85	76,373.00	0.00	148,920.84
Sales Discount - Cannabis	0.00	-43,068.12	-30,978.38	0.00	-90.00	-74,136.50
VERT Sales	0.00	3,995.16	2,861.50	0.00	15,987.00	24,846.66
Total SALES - Cannabis	65,750.00	164,096.37	141,497.45	77,913.00	15,877.00	485,133.82
SALES - Non Cannabis						
Merchandise Sales	0.00	571.98	166.42	0.00	0.00	744.40
Paraphernalia Sales	0.00	1,320.04	133.84	0.00	0.00	1,453.88
Sales Discount - Non Cannabis	0.00	-513.11	-88.73	0.00	0.00	-601.84
Total SALES - Non Cannabis	0.00	1,358.91	231.53	0.00	0.00	1,590.44
Total SALES	65,750.00	165,455.28	141,728.98	77,913.00	15,877.00	486,724.26
Sales Cash Over/Short	-8.00	-59.00	-54.32	0.00	0.00	-121.32
Total Income	65,742.00	165,422.28	141,674.66	77,913.00	15,877.00	486,602.94
Cost of Goods Sold						
CO2 Purchases	3,409.46	0.00	0.00	1,828.37	0.00	5,237.83
Concentrates	0.00	3,850.00	4,739.00	0.00	0.00	8,589.00
Concentrates - Cannabis	0.00	1,540.00	0.00	0.00	0.00	1,540.00
Edibles	0.00	3,630.00	1,044.00	0.00	0.00	4,674.00
Flower	0.00	46,338.00	41,045.00	0.00	3,537.77	90,920.77
Flower - Cannabis	0.00	30,225.00	31,100.00	0.00	0.00	61,325.00
Lab Testing	7,800.00	0.00	0.00	7,303.00	0.00	15,103.00
Open/VAPE	0.00	17,689.00	8,069.00	32,389.43	0.00	58,147.43
Packaging	7,040.03	298.77	275.00	490.37	16,919.78	25,013.93
Smoking Accessories	0.00	80.00	0.00	0.00	0.00	80.00
SOIL	25,780.22	0.00	0.00	0.00	0.00	25,780.22
Tarpenes	0.00	0.00	0.00	3,164.23	0.00	3,164.23
Total COGS	44,029.71	106,550.77	86,302.00	43,997.40	22,897.55	306,517.43
Gross Profit	21,712.29	78,871.51	55,372.66	28,915.60	-6,820.55	178,051.51
Expense						
Advertising & Marketing						
Misc. Marketing	0.00	580.00	0.00	0.00	0.00	580.00
Cab Driver Incentives	316.38	70.00	70.00	0.00	0.00	456.38
Misc. Marketing - Other						
Total Misc. Marketing	316.38	650.00	70.00	0.00	0.00	1,036.38
100 - Consultants	6,000.00	0.00	0.00	0.00	0.00	6,000.00
200 - Advertising Production	450.00	0.00	0.00	0.00	0.00	450.00
300 - Media	41,000.00	1,337.67	0.00	0.00	0.00	42,337.67
400 - Website/Online	1,500.00	0.00	0.00	0.00	0.00	1,500.00
Total Advertising & Marketing	49,266.38	1,987.67	70.00	0.00	0.00	51,324.05
Auto Expenses						
Auto Registration	484.00	0.00	0.00	0.00	0.00	484.00
Fuel	0.00	0.00	0.00	93.26	0.00	93.26
Total Auto Expenses	484.00	0.00	0.00	93.26	0.00	577.26
Donations						
Dues & Subscriptions	3,500.00	0.00	0.00	0.00	0.00	3,500.00
Membership Dues	6,100.00	0.00	198.00	0.00	0.00	6,298.00
Monthly Subscriptions	895.38	756.00	456.00	0.00	0.00	2,107.38
Dues & Subscriptions - Other	3,211.25	2,398.00	0.00	729.88	0.00	6,339.13
Total Dues & Subscriptions	10,207.61	3,154.00	655.00	729.88	0.00	14,746.49
Edibles Expense						
VERT Supplies	0.00	0.00	0.00	0.00	560.02	560.02
2100 - Edibles Consultants	0.00	0.00	0.00	0.00	8,300.00	8,300.00
2200 - Brand Development	0.00	0.00	0.00	0.00	2,244.69	2,244.69
Total Edibles Expense	0.00	0.00	0.00	0.00	11,104.71	11,104.71

DOT-TGIG000191

0019-00191

SA001999

NEVADA DEPARTMENT OF TAXATION

TID No:001-TX-

1017713391**002****MEDICAL MARIJUANA TAX RETURN
Cultivator, Producer, & Dispensary**

For Department Use Only

MAIL ORIGINAL TO: NEVADA DEPARTMENT OF TAXATION
1550 COLLEGE PARKWAY
CARSON CITY, NV 89706TGIG, LLC - DBA THE GROVE
5570 S VALLEY VIEW BLVD
LAS VEGAS, NV 89118

Return for month ending 02/28/17

Due on or before 03/31/17

Date paid 03/21/17

IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL APPLY. If the business name or address has changed, please contact the Call Center at (866) 962-3707 as soon as possible to update your account with the Department.

CULTIVATION FACILITY

1. TOTAL SALES MADE THIS PERIOD

1. 65,750.00

PRODUCTION FACILITY

2. TOTAL SALES MADE THIS PERIOD

2. 93,790.00

MEDICAL MARIJUANA DISPENSARY

3. TOTAL SALES MADE THIS PERIOD

3.

4. TOTAL COMBINED SALES MADE THIS PERIOD - (Line 1 + Line 2 + Line 3)

4. 159,540.00

5. TOTAL CALCULATED TAX [Line 4 x 2% (0.02)]

5. 3,190.80

6. CREDITS (Overpayments as determined by the Department)

6.

7. NET TAX DUE (Line 5 minus Line 6)

7. 3,190.80

8. PENALTY IF LATE (See Instructions)

8.

9. INTEREST IF LATE (See Instructions)

9. 0.00

10. PREVIOUS DEBTS (Outstanding Liabilities as determined by the Department)

10.

11. TOTAL AMOUNT DUE AND PAYABLE (Line 7+ Line 8 + Line 9 + Line 10)

11. 3,190.80

12. AMOUNT PAID

12.

I HEREBY CERTIFY THAT THIS RETURN INCLUDING ANY ACCOMPANYING SCHEDULE AND STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE, CORRECT AND COMPLETE RETURN. **RETURN MUST BE SIGNED.**

ENTER NAME OF PERSON
SIGNING RETURN DEMETRI KOURETAS

SIGNATURE OF TAXPAYER OR AUTHORIZED AGENT

CEO (702) 334-5301

TITLE PHONE NUMBER (WITH AREA CODE)

46-5292431 3/20/17

FEDERAL TAX ID NUMBER (EIN OR SSN) DATE

**MAKE CHECKS PAYABLE TO
NEVADA DEPT OF TAXATION****A RETURN MUST BE FILED EVEN IF
NO TAX LIABILITY EXISTS**MEDICAL MARIJUANA TAX
RETURN Revised 12/1/15

DOT-TGIG000192

0019-00192
SA002000