

**IN THE SUPREME COURT OF THE
STATE OF NEVADA**

NUVEDA, LLC,

Petitioner,

vs

EIGHTH JUDICIAL DISTRICT
COURT OF THE STATE OF
NEVADA, IN AND FOR THE
COUNTY OF CLARK, THE
HONORABLE ELIZABETH
GONZALEZ, DISTRICT JUDGE,

Respondent,

SHANE TERRY,

Real Party in Interest.

Electronically Filed
Jun 09 2021 02:03 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

Supreme Court Case No. 82767

Case: A-20-817363-B

Lead Case: A-17-755479-B

Other Consolidated Cases with Lead
Case:

A-19-791405-C and A-19-796300-B

**APPENDIX FOR PETITION FOR WRIT OF PROHIBITION OR, IN THE
ALTERNATIVE, PETITION FOR WRIT OF MANDAMUS (Volume XIII)**

LAW OFFICE OF MITCHELL STIPP
MITCHELL STIPP, ESQ. (Nevada Bar No. 7531)
1180 N. Town Center Drive, Suite 100, Las Vegas, Nevada 89144
Telephone: 702.602.1242/ Email: mstipp@stipplaw.com
Counsel for Petitioner¹

¹ A. William Maupin, of Clark Hill LLP, 3800 Howard Hughes Parkway, Suite 500, Las Vegas, Nevada 89169, serves as co-counsel to Petitioner in this matter.

DATED this 9th day of June, 2021.

LAW OFFICE OF MITCHELL STIPP

A handwritten signature in black ink, appearing to read "Mitchell Stipp", is written over a horizontal line.

MITCHELL STIPP, ESQ.

Nevada Bar No. 7531

1180 N. Town Center Drive

Suite 100

Las Vegas, Nevada 89144

Telephone: (702) 602-1242

mstipp@stippilaw.com

Counsel for Petitioner

INDEX

VOLUME VII		
Motion to Dismiss Shane Terry’s Claims and/or for Summary Judgment		Appendix 0436-0447
Exhibits in Support of Motion		Appendix 0449-0501
VOLUME VIII		
Exhibits in Support of Motion (Continued)		Appendix 0502-0597
VOLUME IX		
Exhibits in Support of Motion (Continued)		Appendix 0598-0688
VOLUME X		
Exhibits in Support of Motion (Continued)		Appendix 0689-0764
VOLUME XI		
Opposition to Motion		Appendix 0766-0851
VOLUME XII		

Opposition to Motion (Continued)		Appendix 0852-0940
VOLUME XIII		
Opposition to Motion (Continued)		Appendix 0941-1033
VOLUME XIV		
Omnibus Reply		Appendix 1035-1046
Order		Appendix 1048-1056
Minutes		Appendix 1058-1059
Supplement to Motion to Stay		Appendix 1061-1064
Jury Demand		Appendix 1066-1067
Opposition to Motion to Stay		Appendix 1069-1124
VOLUME XV		
Opposition to Motion to Stay (Continued)		Appendix 1125-1140

EXHIBIT “12”

NUVEDA'S APPENDIX 0941



CONNOR & CONNOR PLLC

ATTORNEYS AT LAW

710 CORONADO CENTER DR., SUITE 121, HENDERSON, NV 89052

July 3, 2018

Reference Nos. 100.111, 100.112, & 100.092

Via Email and U.S. Mail

Steve Gilbert
State of Nevada
Department of Taxation
Marijuana Program
1550 College Parkway, Suite 115
Carson City, NV 89706
sfgilbert@tax.state.nv.us

**Re: Transfer of Ownership Request (D186, D187 & C166)
Clark NMSD LLC & Nye Natural Medicinal Solutions LLC**

To Whom It May Concern:

I am writing this letter on behalf of my clients, Clark NMSD LLC ("Clark NMSD"), Nye Natural Medicinal Solutions LLC ("Nye Natural") and CWNevada, LLC ("CW"). Clark NMSD and Nye Natural hereby submit a transfer of ownership request with regards to the interest in the licenses with application IDs C166, D186 and D187.¹

Prior to the transfer the respective companies, Clark NMSD for D187 and D186 and Nye Natural for C166 held the following ownership percentages in the licenses:²

- NuVeda LLC held 100%
 - Pejman Bady held 65.5%;
 - Pouya Mohajer held 33.5%
 - Joseph Kennedy held 1%;

Subsequent to the transfer the ownership percentages in the licenses will be reflected as follows:

- CWNV1, LLC will hold 100%;
 - CWNevada, LLC will hold 65% of CWNV1, LLC;
 - Brian Padgett (55% of CWNevada, LLC);
 - Jennifer Lazovich (15% of CWNevada, LLC);
 - Timothy Smits Van Oyen (20% of CWNevada, LLC);
 - Kenneth Kesick (5% of CWNevada, LLC)³

¹ The transfer of interest submitted on January 9, 2018 regarding these licenses as well as P107 (also held by Nye Natural) is hereby formally withdrawn.

² This assumes the transfer submitted on June 25, 2018 for these licenses.

³ This assumes the transfer submitted on April 4, 2018 adding Kenneth Kesick as a member is approved.

- Richard Gordon (2.5% of CWNevada, LLC);
- Herschel "Hank" Gordon (2.5% of CWNevada, LLC);
- NuVeda LLC will hold 35% of CWNV1, LLC;
 - Pejman Bady (65.5% of NuVeda LLC);
 - Pouya Mohajer (33.5% of NuVeda LLC);
 - Joseph Kennedy (1% of NuVeda LLC);

Pursuant to Subsection 2 of Section 32 of Assembly Bill 422 the following information is provided:

- Notice of Transfer of Interest Forms (*Exhibit 1*)
The Notice of Transfer of Interest Form for each license is attached.
- Purchase agreement between CWNV, LLC and NuVeda LLC (*Exhibit 2*)
The Membership Interest Purchase Agreement dated December 6, 2015 between CWNevada, LLC, CWNV, LLC, NuVeda LLC, Clark NMSD, LLC and Nye Natural Medicinal Solutions LLC is attached hereto. Please note this Purchase Agreement was signed by more than 60% of the membership interest of NuVeda LLC as shown on the signature page of the Agreement. Please note in the October 13, 2017 Nevada Supreme Court ruling, attached hereto as *Exhibit 3*, the Court found that the transfer of assets was proper. Please note that as a part of this agreement, there is an amendment dated July 2, 2018 that names that CWNV1, LLC should be the entity the licenses are transferred to and the transfer should include the D186, D187 and C166 licenses.
- Proof satisfactory that no monopoly will be created
At issue in this transaction are licenses for one cultivation and two dispensaries. CWNV1, LLC does not currently own any marijuana establishment licenses and its respective members will not be owning more than 10% of the medical marijuana establishments in any jurisdiction in which it operates.
- Compliance with sub-subparagraph (III) of subparagraph (2) of paragraph (a) of subsection 3 of NRS 453A.322
This is a transfer among already vetted members of Clark NMSD, Nye Natural, and CWNevada, LLC. Therefore, necessary proof of compliance has previously been established.
- Proof that the Signatories Have Authority to Sign
As detailed in the NuVeda LLC Operating Agreement Section 4.2, attached hereto as *Exhibit 4*, if a majority of the members approved the sale of the Company's assets or the merger of the Company, then such is appropriate. Furthermore, as detailed in Section 4.1, also attached as *Exhibit 4*, any member can transact any business with

the Company. Therefore, Dr. Pejman Bady, a member, has the authority to sign the Notice of Transfer forms.

- Estoppel Certificates
As these are asset transfers of the licenses to a new entity, as required by the Department, attached as *Exhibit 5* please find an executed estoppel certificate for each of the licenses.
- Organizational Chart
For your information an organizational chart of the proposed ownership structure for the licenses is attached as *Exhibit 6*.

Clark NMSD and Nye Natural propose to sell their interest in the above-referenced licenses as detailed in this letter and as supported with the provided documentation. The proposed transfer is for already vetted owners of other marijuana licenses. Clark NMSD and Nye Natural respectfully requests approval of this transfer.

If you have any questions or concerns, please let me know.

Sincerely,

CONNOR & CONNOR PLLC

By: Amanda N. Connor

AMANDA N. CONNOR, ESQ.

ANC/mlm

Encl: as stated

cc: Jorge Pupo (*Via Email Only*: jpupo@tax.state.nv.us)
Jeannine Sherrick-Warner (*Via Email Only*: jswarner@tax.state.nv.us)

EXHIBIT 1

NOTICE OF TRANSFER OF INTEREST

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

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

SECTION I

- ☐ Partnership ☐ Corporation ☒ Limited Liability Company ☐ Limited Partnership ☐ Other _____
1. Name of entity Clark NMSD LLC
 2. Name of the MME and Application ID#(s) Clark NMSD LLC d/b/a Canopi (D186)
 3. MME Address 1324 S. 3rd St., Las Vegas, NV 89104
 4. City/County business license number(s) _____
 5. Secretary of State business registration number E0198882014-1
 6. State business license number NV20141259169
 7. Full name of TRANSFEREE (TO whom interest will transfer) CWNV1, LLC
 8. Residence address _____ Contact Phone # _____
 9. Percentage to be acquired 100% Number of Shares/Units N/A

SECTION II

1. Full name of TRANSFEROR (FROM whom interest will transfer) NuVeda LLC
2. Residence address _____ Contact phone # _____
3. Percentage to be transferred 100% Number of Shares/Units N/A
4. Upon consummation of proposed transfer of interest, state your position and responsibilities:
The positions and responsibilities will remain the same.
5. Reason for the transfer:
CWNV1, LLC is acquiring 100% interest in the license.

SECTION III

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

SCHEDULE OF OWNERSHIP

Prior to Transfer:

Name	% Held	No. of Shares/Units
NuVeda LLC	100%	
Pejman Bady (65.5% of NuVeda LLC)		

Prior to Transfer (continued):

Name	% Held	No. of Shares/Units
Pouya Mohajer (33.5% of NuVeda LLC)		
Joseph Kennedy (1.00% of NuVeda LLC)		

If additional space is needed, please use a continuation page

Subsequent to Transfer:

Name	% Held	No. of Shares/Units
CWNV1, LLC	100%	
- CWNevada, LLC (65% of CWNV1, LLC)		
- Brian Padgett (55% of CWNevada, LLC)		
- Jennifer Lazovich (15% of CWNevada, LLC)		
- Timothy Smits Van Oyen (20% of CWNevada, LLC)		
- Kenneth Kesick (5% of CWNevada, LLC)		
- Richard Gordon (2.5% of CWNevada, LLC)		
- Herschel Hank Gordon (2.5% of CWNevada, LLC)		
-NuVeda LLC (35% of CWNV1, LLC)		
- Pejman Bady (65.5% of NuVeda LLC)		
- Pouya Mohajer (33.5% of NuVeda LLC)		
- Joseph Kennedy (1.0% of NuVeda LLC)		

If additional space is needed, please use a continuation page

2. Total number of Shares Authorized N/A Number of Shares Issued N/A

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

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

TRANSFEREE (Signature) _____ Date

STATE OF _____ }
COUNTY OF _____ } ss.

SUBSCRIBED AND SWORN to before me this _____ day
of _____

Notary Public

Pejman Bady, on behalf of NuVeda LLC
_____, being first duly sworn, depose and
say:

(Print Name of TRANSFEROR)

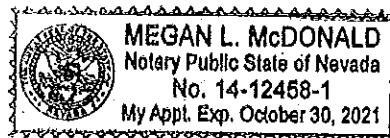
I have read the foregoing document entitled NOTICE OF TRANSFER OF INTEREST and know the contents thereof,
and that the information contained in this application is true of my own knowledge and information.

TRANSFEROR (Signature) _____ Date 6/5/18

STATE OF Nevada }
COUNTY OF Clark } ss.

SUBSCRIBED AND SWORN to before me this 5th day
of June, 2018

Megan L. McDonald
Notary Public



Brian Padgett, on behalf of CWNVI, LLC, being first duly sworn, depose and say:
(Print Name of TRANSFEREE)

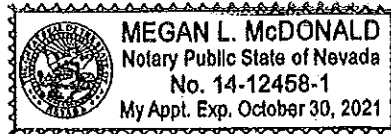
I have read the foregoing document entitled NOTICE OF TRANSFER OF INTEREST and know the contents thereof, and that the information contained in this application is true of my own knowledge and information.

[Signature] 6/6/18
TRANSFEREE (Signature) Date

STATE OF Nevada }
COUNTY OF Clark } ss.

SUBSCRIBED AND SWORN to before me this 5th day
of June, 2018.

M L M
Notary Public



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

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

~~_____
TRANSFEROR (Signature) Date~~

~~STATE OF _____ }
COUNTY OF _____ } ss.~~

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

~~_____
Notary Public~~

NOTICE OF TRANSFER OF INTEREST

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

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

SECTION I

- ☐ Partnership ☐ Corporation ☒ Limited Liability Company ☐ Limited Partnership ☐ Other _____
1. Name of entity Clark NMSD LLC
 2. Name of the MME and Application ID#(s) Clark NMSD LLC d/b/a Canopi (D187)
 3. MME Address 2113 N. Las Vegas Blvd., North Las Vegas, NV 89030
 4. City/County business license number(s) _____
 5. Secretary of State business registration number E0198882014-1
 6. State business license number NV20141259169
 7. Full name of TRANSFEREE (TO whom interest will transfer) CWNV1, LLC
 8. Residence address _____ Contact Phone # _____
 9. Percentage to be acquired 100% Number of Shares/Units N/A

SECTION II

1. Full name of TRANSFEROR (FROM whom interest will transfer) NuVeda LLC
2. Residence address _____ Contact phone # _____
3. Percentage to be transferred 100% Number of Shares/Units N/A
4. Upon consummation of proposed transfer of interest, state your position and responsibilities:
The positions and responsibilities will remain the same.
5. Reason for the transfer:
CWNV1, LLC is acquiring 100% interest in the license.

SECTION III

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

SCHEDULE OF OWNERSHIP

Prior to Transfer:

Name	% Held	No. of Shares/Units
NuVeda LLC	100%	
Pejman Bady (65.5% of NuVeda LLC)		

[illegible]

Subsequent to Transfer:

Name	% Held	No. of Shares/Units
CWNV1, LLC	100%	
- CWNevada, LLC (65% of CWNV1, LLC)		
- Brian Padgett (55% of CWNevada, LLC)		
- Jennifer Lazovich (15% of CWNevada, LLC)		
- Timothy Smits Van Oyen (20% of CWNevada, LLC)		
- Kenneth Kesick (5% of CWNevada, LLC)		
- Richard Gordon (2.5% of CWNevada, LLC)		
- Herschel Hank Gordon (2.5% of CWNevada, LLC)		
-NuVeda LLC (35% of CWNV1, LLC)		
- Pejman Bady (65.5% of NuVeda LLC)		
- Pouya Mohajer (33.5% of NuVeda LLC)		
- Joseph Kennedy (1.0% of NuVeda LLC)		

2. Total number of Shares Authorized N/A Number of Shares Issued N/A

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

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

TRANSFEREE (Signature) Date

STATE OF _____ }
COUNTY OF _____ } ss.

SUBSCRIBED AND SWORN to before me this _____ day
of _____

Notary Public

Pejman Bady, on behalf of NuVeda LLC _____, being first duly sworn, depose and say:
(Print Name of TRANSFEROR)

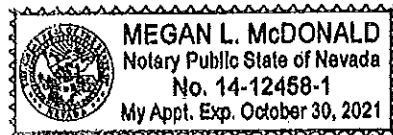
I have read the foregoing document entitled NOTICE OF TRANSFER OF INTEREST and know the contents thereof, and that the information contained in this application is true of my own knowledge and information.

TRANSFEROR (Signature) Date 6/5/18

STATE OF Nevada }
COUNTY OF Clark } ss.

SUBSCRIBED AND SWORN to before me this 5th day
of June, 2018

M. Bady
Notary Public



Brian Padgett, on behalf of CWNV1, LLC, being first duly sworn, depose and say:
(Print Name of TRANSFEREE)

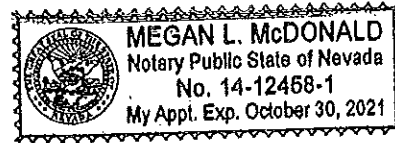
I have read the foregoing document entitled NOTICE OF TRANSFER OF INTEREST and know the contents thereof, and that the information contained in this application is true of my own knowledge and information.

TRANSFEREE (Signature) [Signature] Date 6/6/18

STATE OF Nevada }
COUNTY OF Clark } ss.

SUBSCRIBED AND SWORN to before me this 5th day
of June, 2018.

[Signature]
Notary Public



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

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

~~TRANSFEROR (Signature) _____ Date _____~~

~~STATE OF _____ }
COUNTY OF _____ } ss.~~

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

~~_____
Notary Public~~

NOTICE OF TRANSFER OF INTEREST

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

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SECTION I

- ☐ Partnership ☐ Corporation ☒ Limited Liability Company ☐ Limited Partnership ☐ Other _____
1. Name of entity Nye Natural Medicinal Solutions LLC
 2. Name of the MME and Application ID#(s) Nye Natural Medicinal Solutions LLC (C166)
 3. MME Address 9680 S. Oakridge Ave., Pahrump, NV 89048
 4. City/County business license number(s) _____
 5. Secretary of State business registration number E0198022012-9
 6. State business license number NV20141258161
 7. Full name of TRANSFEREE (TO whom interest will transfer) CWNV1, LLC
 8. Residence address _____ Contact Phone # _____
 9. Percentage to be acquired 100% Number of Shares/Units N/A

SECTION II

1. Full name of TRANSFEROR (FROM whom interest will transfer) NuVeda LLC
2. Residence address _____ Contact phone # _____
3. Percentage to be transferred 100% Number of Shares/Units N/A
4. Upon consummation of proposed transfer of interest, state your position and responsibilities:
The positions and responsibilities will remain the same.
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Name	% Held	No. of Shares/Units
NuVeda LLC	100%	
Pejman Bady (65.5% of NuVeda LLC)		

Prior to Transfer (continued):

Name	% Held	No. of Shares/Units
Pouya Mohajer (33.5% of NuVeda LLC)		
Joseph Kennedy (1.00% of NuVeda LLC)		

If additional space is needed, please use a continuation page

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- Brian Padgett (55% of CWNevada, LLC)		
- Jennifer Lazovich (15% of CWNevada, LLC)		
- Timothy Smits Van Oyen (20% of CWNevada, LLC)		
- Kenneth Kesick (5% of CWNevada, LLC)		
- Richard Gordon (2.5% of CWNevada, LLC)		
- Herschel Hank Gordon (2.5% of CWNevada, LLC)		
- NuVeda LLC (35% of CWNV1, LLC)		
- Pejman Bady (65.5% of NuVeda LLC)		
- Pouya Mohajer (33.5% of NuVeda LLC)		
- Joseph Kennedy (1.0% of NuVeda LLC)		

If additional space is needed, please use a continuation page

2. Total number of Shares Authorized N/A Number of Shares Issued N/A

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

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

TRANSFEREE (Signature) _____ Date

STATE OF _____ }
COUNTY OF _____ } ss.

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

Notary Public

Pejman Bady, on behalf of NuVeda LLC
_____, being first duly sworn, depose and
say:

(Print Name of TRANSFEROR)

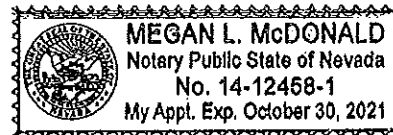
I have read the foregoing document entitled NOTICE OF TRANSFER OF INTEREST and know the contents thereof,
and that the information contained in this application is true of my own knowledge and information.

TRANSFEROR (Signature) _____ Date 6/5/18

STATE OF Nevada }
COUNTY OF Clark } ss.

SUBSCRIBED AND SWORN to before me this 5th day
of June, 2018.

M LYN
Notary Public



Brian Padgett, on behalf of CWNV1, LLC, being first duly sworn, depose and say:
(Print Name of TRANSFEREE)

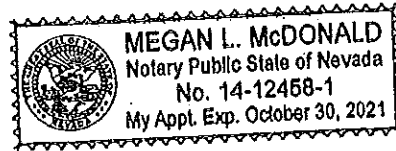
I have read the foregoing document entitled NOTICE OF TRANSFER OF INTEREST and know the contents thereof, and that the information contained in this application is true of my own knowledge and information.

[Signature] TRANSFEREE (Signature) 6/6/18 Date

STATE OF Nevada }
COUNTY OF Clark } ss.

SUBSCRIBED AND SWORN to before me this 6th day
of June, 2018.

[Signature]
Notary Public



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

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

~~_____
TRANSFEROR (Signature) _____ Date~~

~~STATE OF _____ }
COUNTY OF _____ } ss.~~

~~SUBSCRIBED AND SWORN to before me this _____ day~~

~~of _____~~

~~_____
Notary Public~~

EXHIBIT 2

MEMBERSHIP INTEREST PURCHASE AGREEMENT

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

RECITALS:

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

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

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

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

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

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

[Handwritten signatures: JRM, PBM, and another signature]

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

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

AGREEMENT

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

SECTION 1

Purchase and Sale of Interests

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

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

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

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

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

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

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

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

SECTION 2

State and Local Approvals; Cooperation; Coordination; Requirements

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

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

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

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

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

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

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

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

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

SECTION 3

Payment of Contractual Costs

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

SECTION 4

General Representations and Warranties of NuVeda

NuVeda hereby represents and warrants to CWNV as follows:

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

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

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

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

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

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

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

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


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

SECTION 5

General Representations and Warranties of CWNV

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

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

Handwritten signatures and initials, including what appears to be 'JFM', 'PBM', and a stamp.

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

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

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

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

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

SECTION 6

Survival; Indemnification

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

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

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

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

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

SECTION 7

Conditions to Closing

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 8

Termination

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

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

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

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

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

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

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SECTION 9

OPERATIONS COMMENCING ON THE EFFECTIVE DATE

9.1 CWNV Duties. Commencing on the Effective Date, CWNV will develop, manage, operate and promote the facilities and shall be charged with the duties to protect the licenses and maximize profits and the overall value and goodwill of the facilities. The management of the facilities will include, but not necessarily be limited to, the following services absent any management fee paid to CWNV or its managers:

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

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

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

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

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

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

SECTION 10

Definitions

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

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

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

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

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

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SECTION 11

Miscellaneous

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

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

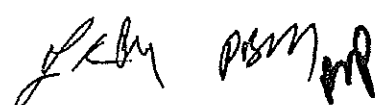
11.3 Governing Law. THIS AGREEMENT WILL BE DEEMED TO BE A CONTRACT MADE UNDER THE LAWS OF THE STATE OF NEVADA AND FOR ALL PURPOSES WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS PREVAILING IN THE STATE OF NEVADA, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

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

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

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

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



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

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

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

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

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

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

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

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

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

(signatures follow)

JK m psm m

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

NUVEDA LLC, a Nevada limited liability company

By: [Signature]
Name: Pejman Bady 12/1/15
Its: President and Managing Member [Signature]
Address: P.O. Box 6255 12/1/15
Pahrump NV 89048
Email: Pbady@me.com
Facsimile: _____

CLARK NMSD LLC, a Nevada limited liability company

By: NUVEDA LLC, a Nevada limited liability company
Its: Manager

By: [Signature]
Name: Pejman Bady 12/1/15
Its: President Managing Member [Signature]
Address: P.O. Box 6255 12/1/15
Pahrump NV 89048
Email: Pbady@me.com
Facsimile: _____

NYE NATURAL MEDICINAL SOLUTIONS LLC, a Nevada limited liability company

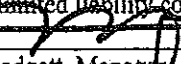
By: NUVEDA LLC, a Nevada limited liability company
Its: Manager

By: [Signature] 12/1/15
Name: Pejman Bady [Signature]
Its: President Managing Member [Signature]
Address: P.O. Box 6255 12/1/15
Pahrump NV 89048
Email: Pbady@me.com
Facsimile: _____

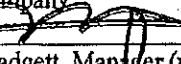
(Signatures continue on following page)

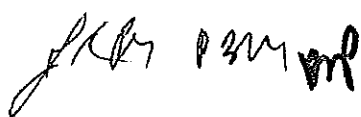
[Signature] [Signature] [Signature]

CWNEVADA, LLC,
a Nevada limited liability company

By: 
Brian C. Padgett, Manager
Address: 611 S. 6TH ST.
LAS VEGAS, NV 89101
Email: BRIAN.PADGETT@CWNEVADA.COM
Facsimile: (702) 368-0123

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

By: 
Brian C. Padgett, Manager (upon formation)
Address: 611 S. 6TH ST.
LAS VEGAS, NV 89101
Email: BRIAN.PADGETT@CWNEVADA.COM
Facsimile: (702) 368-0123



Schedule I

Tenant Improvements and Timeline

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

JKM pm ml

Additions to Operating Agreement

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

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

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

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

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

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

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

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

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

12/6/15
m

12/6/15
PBM

12/6/15
J/K
12/6/15
MP

Schedule 2

Debt

ODMA\PCDOCS\RQ\NDOCS\1034981\1

-4-

JKM *PRM* *ml*

NuVeda Loans Payable										
Name of Creditor	Agreement Date	NuVeda Signer	Term of Loan	Original Amount	Monthly Payment	Interest Rate	Amount Owed	NuVeda Notes	Total to be Paid	CW Notes
Gregory Daniel	05/15/15	Pej, Jennifer, Polya, Shane	36 Months	200,000	5,994.38	5%	188,012	need to pay	-	Note to pay down 4Front Agreement. Was there an equity investment? Was 4Front paid?
Majid Golpa	10/29/14	Pej	120 Months	600,000	6,074.70	4%	600,000	need to pay	-	Personal loan to Pej. Why wasn't this a NuVeda loan? How was money used?
							788,012			

Payable							CW Notes			
Name of Creditor	Agreement Date	NuVeda Signer	Term of Loan	Original Amount	Monthly Payment	Interest Rate	Amount Owed	NuVeda Notes	Total to be Paid	What has been paid to date? How was the amount due calculated?
4Front Advisors, LLC	06/13/14	Shane	120 Months				446,200	negotiate	-	Search agreement for cultivation manager. Was the search initiated? Was anyone hired? How was the amount due calculated? Contract to build 3rd St. location. Need a copy of contract to review.
FloraSearch	04/17/15	Shane					48,000	negotiate	-	What is this agreement for? Was it ever signed? Did they do any work? Have they been paid anything?
Trinity Haven							18,857	negotiate	-	Represented NuVeda in Greg Dutilleul and Peak Venture money raises. We need copies of invoices and a detail of what's been paid. Lobbying agreement. What has been paid to date? How was the amount due calculated?
TRIQ		Unsigned					71,000	negotiate	-	Hired as Director of Operations for \$130k/year. What is the status of his employment? What has he been paid to date?
Stevenson Law Firm	07/21/15	Pej					55,000	negotiate	-	3rd St Lease. What has been paid to date?
GC Garcia							251,225	negotiate	-	N. Las Vegas Lease. What has been paid to date?
Wells Littlefield	12/18/14	Shane					90,000	employee	-	Marketing Consulting Agreement. \$24k total - \$4k/month. What has been paid? Was any work completed?
1320 S 3rd Street - Rent	02/24/15	Shane					67,500	need to pay to close litigation	-	PR Contract. \$13k/month. What has been paid? Has any work been completed?
2113 N Las Vegas Blvd - Rent	04/01/15	Shane					172,000	need to pay to close litigation	-	Security Implementation Plan. Was there an agreement signed? Has any work been done? What was paid and what is the balance due?
Growth Farm	08/05/15	Shane	6 months				4,000	negotiate	-	
FamaPR	09/15/15	Wells					12,000	negotiate	-	
TWG							158,396	buyout/extl/negotiat e	-	
							1,394,118		-	

12/6/15
OK 12/16/15
OK 12/19/15

Amendment to Membership Interest Purchase Agreement

CW Nevada, LLC ("CW"), NuVeda, LLC ("NUVEDA"), Nye Natural Medicinal Solutions, LLC ("NYE"), Clark NMSD, LLC (CLARK), and CWNV, LLC ("CWNV"), all together named ("Parties") previously entered into an agreement on December 6, 2015, entitled Membership Interest Purchase Agreement ("Purchase Agreement"),

WHEREAS, the Parties choose to amend the Purchase Agreement as follows:

- (1) The Licenses identified in the Purchase Agreement as Dispensary 1, Dispensary 2 and Cultivation are to be transferred to a new manager-managed Nevada limited liability company defined as "CWNV1" (in place of "CWNV" as originally designated). All references to CWNV in the Purchase Agreement are hereby replaced and substituted with "CWNV1".
- (2) The Purchase Agreement called for the transfer of 100% of Nye Natural Medicinal Production License, Reference #91604693916166507699 defined as "Production" in the Purchase Agreement. Subsequently, the Parties have agreed that 100% of the Production license will remain with NYE (a wholly owned subsidiary of NuVeda).

Dated this 2nd day of July, 2018

CW Nevada, LLC

By Its: [Signature]
CHAIRMAN CEO

Clark NMSD, LLC

By Its: _____

NuVeda, LLC

By Its: _____

Nye Natural Medicinal Solutions, LLC

By Its: _____

CWNV, LLC

By Its: [Signature]
MANAGER

CWNV1, LLC

[Signature]
MANAGER

Amendment to Membership Interest Purchase Agreement

CW Nevada, LLC ("CW"), NuVeda, LLC ("NUVEDA"), Nye Natural Medicinal Solutions, LLC ("NYE"), Clark NMSD, LLC (CLARK), and CWNV, LLC ("CWNV"), all together named ("Parties") previously entered into an agreement on December 6, 2015, entitled Membership Interest Purchase Agreement ("Purchase Agreement"),

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Dated this 2nd day of July, 2018

CW Nevada, LLC

By its: _____

Clark NMSD, LLC

By its: _____

DocuSigned by:
Pouya Molajer
3723BF70A59A1BF...

NuVeda, LLC

By its: _____

DocuSigned by:
Pouya Molajer
3723BF70A59A1BF...

Nye Natural Medicinal Solutions, LLC

By its: _____

DocuSigned by:
Pouya Molajer
3723BF70A59A1BF...

CWNV, LLC

By its: _____

EXHIBIT 3

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

No. 69648

FILED

OCT 13 2017

ELIZABETH GONZALEZ
CLERK OF SUPREME COURT
BY *[Signature]*
DEPUTY CLERK

ORDER OF AFFIRMANCE

This is an appeal from a district court order denying a motion for a preliminary injunction in a corporate action seeking provisional remedies under NRS 38.222. Eighth Judicial District Court, Clark County; Elizabeth Goff Gonzalez, Judge.

In this dispute between members of a limited liability company, the individual appellants attempted to expel respondents, alleging that respondents engaged in conduct contrary to the company's best interests by agreeing to transfer certain assets to another company, CW Nevada, as well as by engaging in other bad acts. Respondents retaliated by attempting to expel appellants. Appellants sought a preliminary injunction to prevent the asset transfer pending resolution of arbitration, but the district court denied the motion for an injunction. Appellants appeal.

Appellants argue that the district court abused its discretion in denying their motion for a preliminary injunction. A preliminary injunction may be granted when the movant shows a likelihood of success on the merits and a reasonable probability that the nonmovant's conduct will cause irreparable harm if allowed to continue. *Univ. & Cmty. Coll. Sys. of Nev. v.*

SUPREME COURT
OF
NEVADA

17 OCT 10

Nevadans for Sound Gov't, 120 Nev. 712, 721, 100 P.3d 179, 187 (2004).

Whether to deny a motion for a preliminary injunction rests within the district court's discretion, and that decision will not be reversed absent an abuse of discretion or reliance on an erroneous legal standard. *Id.*

Appellants do not have a likelihood of success on the merits because they failed to expel respondents pursuant to the operating agreement

Appellants first argue that the district court erred in applying a civil conspiracy standard to determine whether respondents were disinterested for the purpose of evaluating whether 60% of disinterested voting interests voted to expel them. Appellants assert that the court should have considered whether respondents' interests precluded their vote. This court construes the construction of a contractual term de novo and unambiguous contracts according to their plain language. *Sheehan & Sheehan v. Nelson Malley & Co.*, 121 Nev. 481, 486-88, 117 P.3d 219, 223-24 (2005).

The relevant provisions of the operating agreement are not ambiguous. Paragraph 6.2 of the limited liability company's operating agreement governs the expulsion of members. The operating agreement permits terminating "[a] member's interest in the company" by a vote of 60% or more of the disinterested voting interests. It defines disinterested voting members as those members whose membership "is not then being voted upon." The plain language of the operating agreement provides a procedure for expelling an individual member without any means for grouping interests; thus, appellants' argument that respondents' alleged joint action permitted appellants to group their interests and to vote to expel respondents simultaneously fails. Appellants' reliance on the interpretation of disinterestedness in *In re Amerco Derivative Litigation*, 127 Nev. 196, 252 P.3d 681 (2011), is misplaced because that case pertained

to a shareholder derivative action, which is not at issue here, and the operating agreement here expressly defines "disinterested voting member." Further, appellants' argument has the absurd consequence of permitting a holder of, e.g., a 1% interest in the company, to declare that holders of the remaining 99% are jointly acting against company best interests and to expel that majority. *See Reno Club, Inc. v. Young Inv. Co.*, 64 Nev. 312, 325, 182 P.2d 1011, 1017 (1947) ("A contract should not be construed so as to lead to an absurd result.").

The district court's application of a civil-conspiracy standard to determine whether respondents' interests may be grouped for the purpose of expulsion lacks a basis in the operating agreement, and the district court accordingly erred to the extent that it relied on such a standard. However, the agreement did not provide a mechanism for appellants to expel respondents jointly rather than individually, and the record makes clear that 60% of disinterested voting interests did not vote to expel either respondent individually, such that the district court did not err in determining that appellants' efforts to expel respondents failed or that appellants did not have a likelihood of success on the merits. *See Saavedra-Sandoval v. Wal-Mart Stores, Inc.*, 126 Nev. 592, 599, 245 P.3d 1198, 1202 (2010) (affirming when district court reached correct result on incorrect basis).

Substantial evidence supports the district court's finding that the asset transfer would not cause the company irreparable harm.

The district court determined that appellants failed to demonstrate a basis to interfere with respondents' majority-approved decision to transfer assets to CW and denied appellants' request to enjoin

the transfer.¹ The record contains evidence that "a reasonable mind might accept as adequate to support" that the transfer would not cause irreparable harm. See *State Emp. Sec. Dep't v. Hilton Hotels Corp.*, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986) (internal quotation marks omitted). Accordingly, as appellants failed to show a reasonable probability of irreparable harm, we conclude that the district court did not abuse its discretion in denying appellants' motion.

Having considered appellants' contentions and concluded that they do not warrant relief, we

ORDER the judgment of the district court AFFIRMED.

Cherry, C.J.
Cherry

Hardesty, J.
Hardesty

Stiglich, J.
Stiglich

cc: Hon. Elizabeth Goff Gonzalez, Chief Judge
Stephen E. Haberfeld, Settlement Judge
Garman Turner Gordon
Jennifer M. Goldstein
Naylor & Braster
Kolesar & Leatham, Chtd.
Eighth District Court Clerk

¹Appellants do not challenge the district court's determination that the parties' respective efforts to expel each other from the company threatened to cause irreparable harm to the company or its corresponding order enjoining the parties from further efforts to expel each other.

EXHIBIT 4

NuVeda, LLC

Operating Agreement

July 9, 2014

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

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

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

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

ARTICLE IV MANNER OF ACTING

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

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

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

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

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

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

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

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

EXHIBIT 5



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
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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

ESTOPPEL CERTIFICATE

Medical Marijuana Establishment Registration Certificate #:

25025985357868237824

Name of the party currently holding the MME Registration Certificate ("Transferor"):

CLARK NMSP, LLC (D186)

Name of the party seeking approval to hold the MME Registration Certificate ("Transferee"):

CHUVI, LLC

For good and valuable consideration, the undersigned, a duly authorized representative of Transferee, hereby certifies as follows:

1. Transferor, the owner of a medical marijuana establishment ("MME"), currently holds the MME Registration Certificate issued by the Department of Taxation ("Department") and referenced above.
2. Pursuant to NRS 453A.334(2), Transferor and Transferee have requested that the Department approve a proposed transfer of the MME Registration Certificate from Transferor to Transferee.
3. Transferee recognizes that the Department generally requires any change in the ownership or control of the MME Registration Certificate to be effectuated by way of a transfer of the "entirety of the ownership interest in the [MME]" as contemplated by NRS 453A.334(2).
4. In lieu of requiring a transfer of the entirety of the ownership interest in the MME, the Department has agreed to approve the transfer of the MME Registration Certificate from Transferor to Transferee so long as Transferee assumes the Transferor's ownership of all of the MME's liabilities, including, but not limited to, any potential liability to the Department for unpaid taxes and fees; Transferee understands and acknowledges that such an assumption of liabilities is a necessary condition precedent to the transfer of the MME Registration Certificate because it reasonably approximates the continuity of ownership in the MME that would otherwise occur with a conveyance of stock or comparable equity securities in the Transferor.
5. Pursuant to its written agreement with Transferor, Transferee will assume the Transferor's ownership of all of the MME's liabilities, including any liability, whether known or unknown, for unpaid taxes or fees owed by the Transferor to the Department as of the date of execution of this Estoppel Certificate.

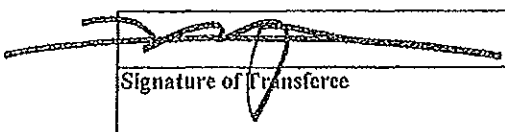
03-21-2018
Estoppel_Cert.-001



STATE OF NEVADA
DEPARTMENT OF TAXATION

6. Upon any lawful demand by the Department, Transferee will pay directly to the Department any liability for unpaid taxes or fees described in paragraph 5 above, and will further comply with all applicable requirements of NRS Chapter 453A.
7. Transferee understands and expects that the Department, in approving the transfer of the MME Registration Certificate, will rely upon the statements made in this Estoppel Certificate.

Signature:

	<u>BRIAN C. PADGETT, MANAGER</u>	<u>7/12/18</u>
Signature of Transferee	Print Name	Date

Notary:

State of Nevada

County of Clark

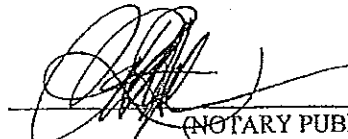
On July 2nd 2018, Brian C. Padgett
(MONTH) (DAY) (YEAR) (NAME)

personally appeared before me, and in my presence signed the attached document named or described as

Estoppel Certificate, and dated 7/2/18



(SEAL)


(NOTARY PUBLIC)

May 29, 2020
(DATE COMMISSION EXPIRES)



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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Fax: (775) 688-1303

HENDERSON OFFICE
2650 Paseo Verde Parkway, Suite 180
Henderson, Nevada 89074
Phone: (702) 486-2300
Fax: (702) 486-3377

ESTOPPEL CERTIFICATE

Medical Marijuana Establishment Registration Certificate #:

94090342955467020377

Name of the party currently holding the MME Registration Certificate ("Transferor"):

CLARK NMSD, LLC (D187)

Name of the party seeking approval to hold the MME Registration Certificate ("Transferee"):

CWNVI, LLC

For good and valuable consideration, the undersigned, a duly authorized representative of Transferee, hereby certifies as follows:

1. Transferor, the owner of a medical marijuana establishment ("MME"), currently holds the MME Registration Certificate issued by the Department of Taxation ("Department") and referenced above.
2. Pursuant to NRS 453A.334(2), Transferor and Transferee have requested that the Department approve a proposed transfer of the MME Registration Certificate from Transferor to Transferee.
3. Transferee recognizes that the Department generally requires any change in the ownership or control of the MME Registration Certificate to be effectuated by way of a transfer of the "entirety of the ownership interest in the [MME]" as contemplated by NRS 453A.334(2).
4. In lieu of requiring a transfer of the entirety of the ownership interest in the MME, the Department has agreed to approve the transfer of the MME Registration Certificate from Transferor to Transferee so long as Transferee assumes the Transferor's ownership of all of the MME's liabilities, including, but not limited to, any potential liability to the Department for unpaid taxes and fees; Transferee understands and acknowledges that such an assumption of liabilities is a necessary condition precedent to the transfer of the MME Registration Certificate because it reasonably approximates the continuity of ownership in the MME that would otherwise occur with a conveyance of stock or comparable equity securities in the Transferor.
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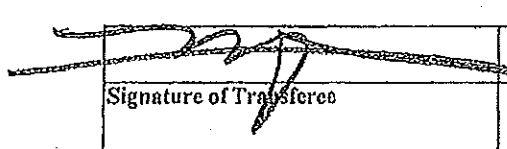
03-21-2018
Estoppel_Cert.-001



STATE OF NEVADA
DEPARTMENT OF TAXATION

6. Upon any lawful demand by the Department, Transferee will pay directly to the Department any liability for unpaid taxes or fees described in paragraph 5 above, and will further comply with all applicable requirements of NRS Chapter 453A.
7. Transferee understands and expects that the Department, in approving the transfer of the MME Registration Certificate, will rely upon the statements made in this Estoppel Certificate.

Signature:

	BRIAN C. PADGETT, MGR.	7/2/18
Signature of Transferee	Print Name	Date

Notary:

State of Nevada

County of Clark

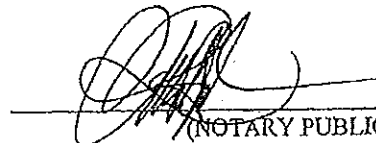
On July 2nd 2018 Brian C. Padgett
(MONTH) (DAY) (YEAR) (NAME)

personally appeared before me, and in my presence signed the attached document named or described as

Estoppel Certificate, and dated 7/2/18



(SEAL)


(NOTARY PUBLIC)

5/29/2020
(DATE COMMISSION EXPIRES)



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

STATE OF NEVADA
DEPARTMENT OF TAXATION

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Phone: (702) 466-2300
Fax: (702) 466-3377

ESTOPPEL CERTIFICATE

Medical Marijuana Establishment Registration Certificate #:

40733091629454751109

Name of the party currently holding the MME Registration Certificate ("Transferor"):

NYE Natural Medicine Solutions, LLC (C166)

Name of the party seeking approval to hold the MME Registration Certificate ("Transferee"):

CLINAM, LLC

For good and valuable consideration, the undersigned, a duly authorized representative of Transferee, hereby certifies as follows:

1. Transferor, the owner of a medical marijuana establishment ("MME"), currently holds the MME Registration Certificate issued by the Department of Taxation ("Department") and referenced above.
2. Pursuant to NRS 453A.334(2), Transferor and Transferee have requested that the Department approve a proposed transfer of the MME Registration Certificate from Transferor to Transferee.
3. Transferee recognizes that the Department generally requires any change in the ownership or control of the MME Registration Certificate to be effectuated by way of a transfer of the "entirety of the ownership interest in the [MME]" as contemplated by NRS 453A.334(2).
4. In lieu of requiring a transfer of the entirety of the ownership interest in the MME, the Department has agreed to approve the transfer of the MME Registration Certificate from Transferor to Transferee so long as Transferee assumes the Transferor's ownership of all of the MME's liabilities, including, but not limited to, any potential liability to the Department for unpaid taxes and fees; Transferee understands and acknowledges that such an assumption of liabilities is a necessary condition precedent to the transfer of the MME Registration Certificate because it reasonably approximates the continuity of ownership in the MME that would otherwise occur with a conveyance of stock or comparable equity securities in the Transferor.
5. Pursuant to its written agreement with Transferor, Transferee will assume the Transferor's ownership of all of the MME's liabilities, including any liability, whether known or unknown, for unpaid taxes or fees owed by the Transferor to the Department as of the date of execution of this Estoppel Certificate.

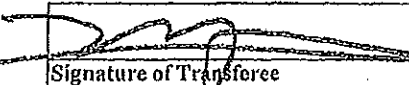
03-21-2018
Estoppel_Cert.-001



STATE OF NEVADA
DEPARTMENT OF TAXATION

6. Upon any lawful demand by the Department, Transferee will pay directly to the Department any liability for unpaid taxes or fees described in paragraph 5 above, and will further comply with all applicable requirements of NRS Chapter 453A.
7. Transferee understands and expects that the Department, in approving the transfer of the MME Registration Certificate, will rely upon the statements made in this Estoppel Certificate.

Signature:

	BRIAN C. PADGETT, MGR.	7/2/18
Signature of Transferee	Print Name	Date

Notary:

State of Nevada

County of Clark

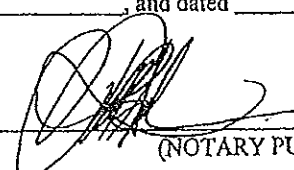
On July 2nd 2018, Brian C. Padgett
(MONTH) (DAY) (YEAR) (NAME)

personally appeared before me, and in my presence signed the attached document named or described as

Estoppel Certificate, and dated 7/2/18



(SEAL)


(NOTARY PUBLIC)

5/29/2020
(DATE COMMISSION EXPIRES)

03-21-2018
Estoppel_Cert.-001

EXHIBIT 6

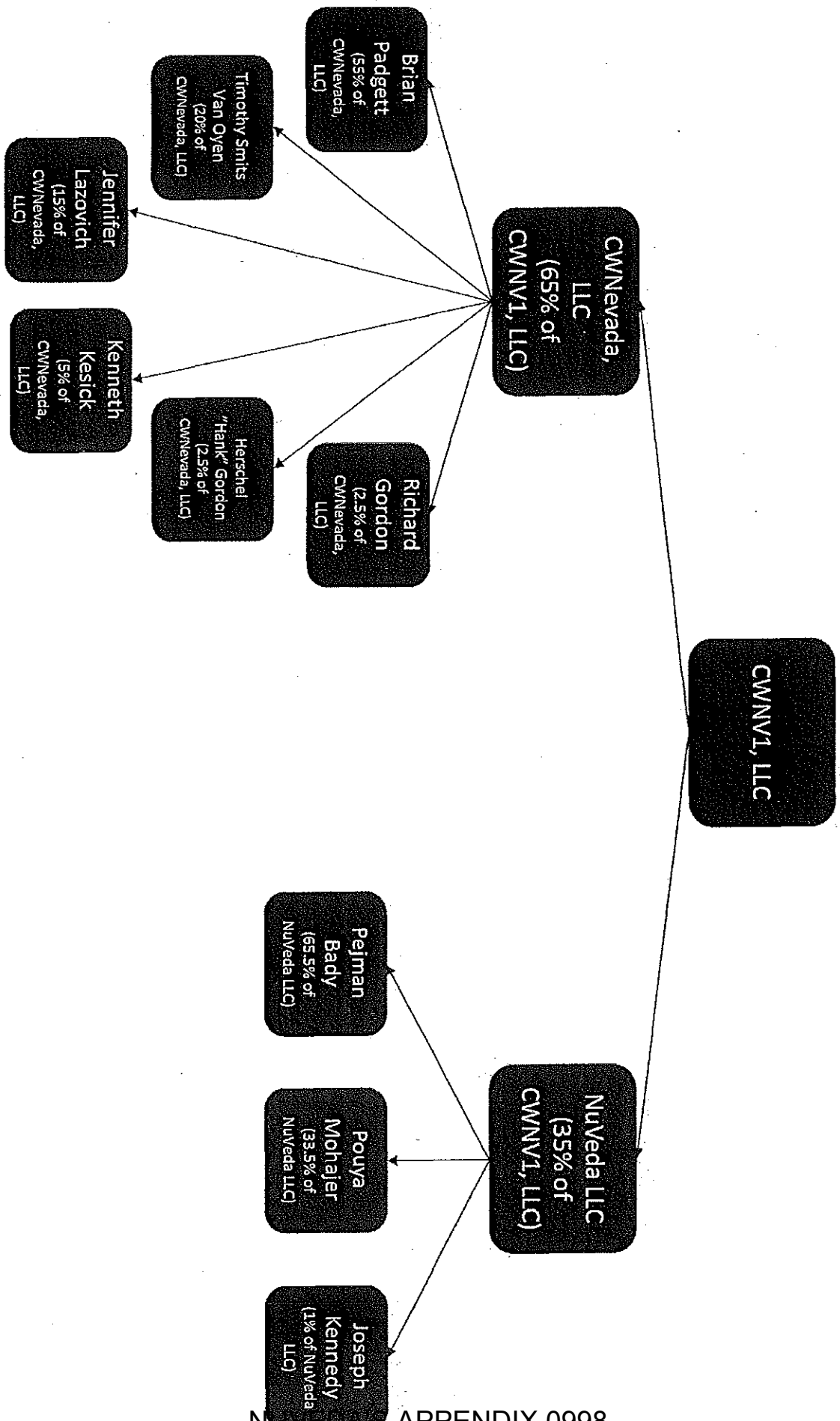


EXHIBIT “13”

NUVEDA'S APPENDIX 0999

Purchase and Sale Agreement for Remaining 35 Percent of Clark and Nye Licenses

Clark NMSD LLC, ("Clark") is an active Nevada domestic Limited-Liability Company with resident agent Sandy Kindler, 2171 River Plate Drive, Pahrump, Nevada 89048 and is the owner of two Dispensary license(s) issued by the State of Nevada Department of Health and Human Services, Nevada Division of Public and Behavioral Health and the Department of Taxation.

Nye Natural Medical Solutions LLC, ("Nye") is an active Nevada domestic Limited-Liability Company with resident agent Sandy Kindler, 2171 River Plate Drive, Pahrump, Nevada 89048 and is the owner a Cultivation license and Production license issued by the State of Nevada Department of Health and Human Services, Nevada Division of Public and Behavioral Health and the Department of Taxation.

Clark and Nye are wholly owned subsidiaries of NuVeda LLC (collectively "Seller"), an active Nevada domestic Limited-Liability Company with resident agent Sandy Kindler, 2171 River Plate Drive, Pahrump, Nevada 89048.

PERCELT LLC (PERCELT) is an active Nevada domestic Limited Liability Company with Resident Agent Pro Advice LLC, 11166 Villa Bellagio Dr., Las Vegas, Nevada 89141.

CW Nevada LLC, ("CW") is an active Nevada domestic Limited-Liability Company with resident agent Brian C. Padgett, 611 S. 6th Street, Las Vegas, Nevada 89101 and is the owner of Dispensary, Cultivation and Production license(s) issued by the State of Nevada Department of Health and Human Services, Nevada Division of Public and Behavioral Health and the Department of Taxation.

As previously contracted on December 6, 2015, via that certain Membership Interest Purchase Agreement ("MIPA"), Seller sold to CW a 65 percent interest in the marijuana related business licenses described as Two Dispensary licenses identified specifically by the following State of Nevada Establishment numbers: 2502 5985 3578 6823 7824; and 9409 0342 9554 6702 0377 and one Cultivation license identified specifically by the following State of Nevada Establishment number: 4073 3091 6294 5475 1109 (collectively "NuVeda Licenses"). Pursuant to the MIPA, Seller is obligated to transfer 100 percent interest in the NuVeda licenses to CWNV1, LLC an active Nevada domestic Limited-Liability Company ("CWNV1") where the respective interests in the NuVeda licenses shall be held by CWNV1 with NuVeda holding a 35 percent interest in CWNV1 and CW holding a 65 percent interest in CWNV1.

Now, as both CW and Seller (the "Parties") continue to perform in good faith under the MIPA and meet their obligations under the MIPA without any breach in its terms, the Parties desire to separately contract for additional items of consideration over and above those contemplated in the MIPA.

Therefore, the Parties hereby agree that in exchange for NuVeda selling the remaining 35% of its interest in CWNV1 to CW, the following considerations will be provided:

Upon execution and submittal of all documents (which shall be free of all judicial or arbitrator restraints) necessary to effectuate the transfer of the NuVeda Licenses to CWNV1, CW shall increase consideration paid to Percelt from that contemplated under the MIPA to a total monthly payment of 2.625% of gross sales of CW. "Gross sales" are hereinafter defined as any and all sales made by CW, including any of its subsidiaries, to any third party including but not limited to sales made by or as a result of Cultivation, Production, Medical and Retail Store sales (not including any tax paid on those sales). The payment amount shall be subject to a minimum of two hundred thirty-five thousand eight hundred seventy dollars per month (\$235,870) to be paid on the twenty (20th) day of each month.

Subsequently, CW shall provide to Percelt verifiable documentation of the total gross sales within forty-five (45) days, allowing for a reconciliation and/or true-up to determine additional payment to be made by CW to Percelt, if any. If any additional payment is required as part of the 2.625% of total Gross Sales, that shall be paid within five (5) days of receipt of the invoice from Percelt.

CW's first payment shall be due on June 20, 2018 and on the 20th day of each month thereafter. The Term for this payment arrangement shall be eight (8) years commencing on June 20, 2018.

The Parties acknowledge that the joint application for transfer of ownership of the NuVeda Licenses to CWNV1 must be submitted to the State of Nevada, Department of Taxation immediately for review and approval and the Parties further acknowledge that the intent of this Purchase and Sale Agreement is to effectuate a 100 percent ownership of the NuVeda Licenses in CW and NuVeda owners shall then remove themselves as listed owners of record on these licenses. If the transfer of the NuVeda Licenses to CWNV1 is not completed within 45 days of submittal, payment to ~~NuVeda~~ shall be held in abeyance until the NuVeda Licenses transfer to CWNV1 ownership. **PERCELT PR**
P.M. J.K.

Should the present federal or state regulatory environment change to become more restrictive than existing conditions, then monthly payments shall be suspended if CW is not profitable. The parties shall reassess this condition on a quarterly basis.

Upon transfer of the NuVeda Licenses to CWNV1, CW shall transfer to Percelt, a two percent (2%) equity holding of CW. Voting rights arising from the 2% equity holding in CW shall be given by proxy to Brian C. Padgett.

In the event of the sale of CW and its subsidiaries and assets within the next 8 years, Percelt shall have the option to accept 4.5% of the sale price as final compensation or the

present value of the remaining term of 8 years of 2.625% of gross annual revenue based upon the prior twelve month's gross sales of CW.

Additionally, in the event that CW is in fact offered on a public securities exchange medium of any sort, the Parties hereby agree, that Percelt with its 2% equity holding of CW, may decide to sell all or any portion thereof its 2% equity holding. In such instance of any sale by Percelt, that will trigger a proportionate reduction in the monthly payment owed by CW to as set forth in this Purchase and Sale Agreement (e.g., If Percelt sells 50% of its equity holding, the monthly payment due is reduced by 50%; if Percelt sells 40% of its equity holding, the monthly payment is reduced by 40%, etc.

In addition to the monthly payments and the equity holding resulting from this Agreement, CW shall pay all expenses, including fees and costs, whether litigation or arbitration or both, incurred and arising out of the matter of NuVeda, CW Nevada vs. 4Front litigation commenced in May 2017. Any settlement shall be global and include all Parties.

In addition to the monthly payments and the equity holding resulting from this Agreement and the 4Front costs due to NuVeda by CW, this agreement does not modify CW's obligation to be solely responsible for those debts identified specifically in Appendix A hereto.

The Parties hereby also agree and recognize that as additional consideration for sale of the final 35 percent of the NuVeda Licenses to CW, the Parties shall execute a separate agreement entitled "Financial Assurances" related to the AAA Case #: 01-15-005-8574: *Shane M. Terry, Jennifer Goldstein v. NuVeda LLC et al.* ("AAA Case").

CW shall provide to Percelt shelf space for NuVeda's product lines within all of CW's dispensaries. Shelf space is defined as space on shelves in any dispensary used for the purpose of displaying products for sale to consumers. CW shall provide to NuVeda equal shelf space for any NuVeda product line in similar manner to any other products displayed and carried by CW. Pricing will be negotiated from time to time but shall be within the norms of the trade practices. Shelf space is valuable and NuVeda products must generate average sales in their product categories to remain in the display space occupied.

In consideration for the payments made to Percelt by CW as described herein and effective August 1, 2018, NuVeda shall be responsible for the lease and all other costs incurred at the Nye Production facility at Oxbow.

As final consideration by Seller, any members of Seller that have membership interests in 2113, LLC shall forego enforcement of any claims to any judgment against any Licenses which shall be held by CWNV1.

The Parties hereto acknowledge their intent and agreement to use all reasonable means to resolve any dispute over interpretation or enforcement of the Parties' duties and obligations as articulated in this Purchase and Sale Agreement. In the event any material dispute cannot be resolved informally the parties shall litigate the issue(s) in Clark County, State of Nevada in the Eighth Judicial District. Nevada Law governs any dispute.

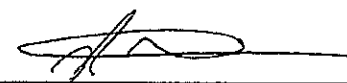
The Parties acknowledge that there is no other agreement and no other term incorporated into this Purchase and Sale Agreement other than what is expressed herein.

Dated this 5th Day of July 2018

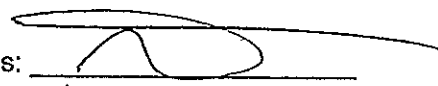
CWNevada, LLC

By its: 
CHAIRMAN CEO

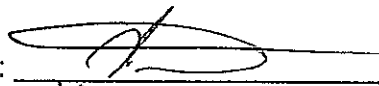
Clark NMSD, LLC

By its: 
Managing Member


NuVeda, LLC

By its: 
Managing member

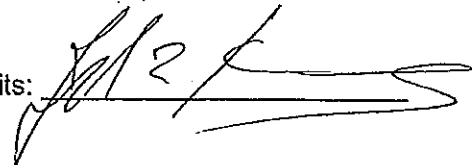
Nye Natural Medicinal Solutions, LLC

By its: 
Managing Member

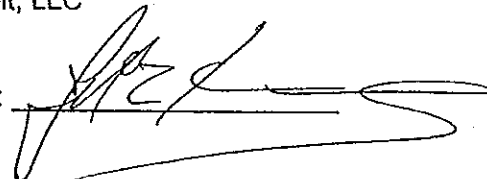
CWNV, LLC

By its: 
MANAGER

2113 Investors, LLC.

By its: 

Perfelt, LLC

By its: 

**Addendum to Purchase and Sale Agreement for the Remaining 35 Percent
of the Clark and Nye Licenses ("April 17, 2018 Agreement")**

WHEREAS CW Nevada, LLC ("CW"), NuVeda, LLC ("NUVEDA"), Nye Natural Medicinal Solutions, LLC ("NYE"), Clark NMSD, LLC (CLARK), CWNV1, LLC ("CWNV1"), Percelt LLC (Percelt) and 2113 Investors, LLC, {2113} have entered into a document named Purchase and Sale Agreement for Remaining 35 Percent of Clark and Nye Licenses ("July 5, 2018 Agreement"), all together named ("PARTIES").

WHEREAS, CLARK and NYE are wholly owned subsidiaries of NuVeda.

WHEREAS, PARTIES choose to amend and/or otherwise clarify the July 5, 2018 Agreement as follows:

- 1) NuVeda, and CW, in its December 6th, 2015 Membership Interest Purchase Agreement ("MIPA") contemplated the transfer of 100% of Nye Natural Medicinal Production License to CWNV1. Subsequently, the parties have agreed as follows. It is agreed by all parties that 100% of the Nye Natural Medicinal Production license Reference #91604693916166507699 will remain with NYE. It is understood that the properties specifically described in the April 17, - 2018 Agreement are to the exclusion of any other consideration not otherwise set forth in the agreement.
- 2) Documentation of the gross sales shall be satisfied by providing a copy of the Nevada Sales and Use Tax, and the Wholesale Marijuana Tax ("WMT") reports for each month for each license owned, controlled directly or indirectly by CW. A copy of each report shall be emailed to the designated Percelt representative when available each month. Any additional reports requested by Percelt shall be produced within 10 days of the request. Percelt will treat the above information as confidential and not release it to any other party.
- 3) The commencement of the monthly payments to Percelt shall determine the starting date of the eight-year period mentioned in the July 5, 2018 agreement. If for any reason the monthly payments to Percelt are suspended, the eight-year term will be extended for the number of months payments are suspended.
- 4) As part of the considerations contemplated in the July 5, 2018 Agreement, the allocation of the 2% equity interest in CW, to Percelt, shall be granted by the members of CW and/or Brian Padgett. The transfer of the 2% equity interest to Percelt shall be vested upon the transfer of the licenses. In the event CW, is converted into a new corporation, Percelt shall convert its 2% equity to a like percentage of shares in the new corporation.

- 5) In the event of the sale of CW in whole or in portion, Percelt will have the option to accept it's 4.5% of the proportionate sale price in cash or shares in the acquiring company.
- 6) While its anticipated CW will control the 4front litigation (AAA Case No. : 01-17-0002- 9611} consistent with its obligation to pay all expenses incurred in prosecuting or defending the claim in the case which includes attorneys fees, arbitration fees, or any judgements, it will not enter into any agreement disposing of the case without NuVeda's prior written consent, which should not be unreasonably withheld.
- 7) The debts defined in Appendix A in the July 5, 2018 agreement survive the MIPA agreement and are incorporated as obligations of CW to NuVeda.
- 8) In the event CW fails to make payments to Percelt as defined in the July 5, 2018 agreement within 10 days CW will be in default. CW will have 30 days to cure the default. In the event the default is not cured within the allocated cure period, Percelt is entitled to file a complaint in the Clark County District court, to which CW will file no answer and allow a default judgement.

Dated this 5th Day of July 2018

CW Nevada, LLC

By its:

its: CHARMAN CEO

Clark NMSD, LLC

By

Managing Member

NuVeda, LLC
LLC

By its:

Managing Member

Nye Natural Medicinal Solutions,

By its:

Managing Member

CWNV, LLC

By its:

MANAGER

2113 Investors, LLC.

By its:

Percelt, LLC

By its:

pg. 2

Addendum to Percelt 3

July 5, 2018

NUVEDA'S APPENDIX 1005

EXHIBIT A

		NuVeda paid	CW paid
4front	\$ 446,200.00		\$ -
Florasearch	\$ 48,000.00		\$ -
Trinity	\$ 18,857.00		\$ 18,857.00
TriQ	\$ 71,000.00		\$ 40,000.00
Stevenson	\$ 55,000.00		\$ 10,000.00
Garcia	\$ 251,225.00		\$ 251,225.00
Wells littlefield	\$ 90,000.00		\$ 50,000.00
rent 3rd street	\$ 67,500.00		\$ 67,500.00
rent N.LV	\$ 172,000.00		\$ 172,000.00
growth farm	\$ 4,000.00		\$ -
Fama PR	\$ 12,000.00		\$ -
TWG	\$ 158,000.00	\$ 45,000.00	\$ 50,000.00
Nuveda		<u>\$121,468.02</u>	
Direct payment			\$ 250,000.00
total	\$ 1,393,782.00	\$ 166,468.02	\$ 909,582.00
Agreed amount due from CW to NuVeda			\$ 1,500,000.00
Additional debt			\$ 166,468.02
Total Due* (subject to verification)			\$ 756,886.02

EXHIBIT “14”

NUVEDA'S APPENDIX 1007

**Addendum to Purchase and Sale Agreement for the Remaining 35 Percent
of the Clark and Nye Licenses ("April 17, 2018 Agreement")**

WHEREAS CW Nevada, LLC ("CW"), NuVeda, LLC ("NUVEDA"), Nye Natural Medicinal Solutions, LLC ("NYE"), Clark NMSD, LLC (CLARK), CWNV1, LLC ("CWNV1"), Percelt LLC (Percelt) and 2113 Investors, LLC, {2113} have entered into a document named Purchase and Sale Agreement for Remaining 35 Percent of Clark and Nye Licenses ("July 5, 2018 Agreement"), all together named ("PARTIES").

WHEREAS, CLARK and NYE are wholly owned subsidiaries of NuVeda.

WHEREAS, PARTIES choose to amend and/or otherwise clarify the July 5, 2018 Agreement as follows:

- 1) NuVeda, and CW, in its December 6th, 2015 Membership Interest Purchase Agreement ("MIPA") contemplated the transfer of 100% of Nye Natural Medicinal Production License to CWNV1. Subsequently, the parties have agreed as follows. It is agreed by all parties that 100% of the Nye Natural Medicinal Production license Reference #91604693916166507699 will remain with NYE. It is understood that the properties specifically described in the April 17, - 2018 Agreement are to the exclusion of any other consideration not otherwise set forth in the agreement.
- 2) Documentation of the gross sales shall be satisfied by providing a copy of the Nevada Sales and Use Tax, and the Wholesale Marijuana Tax ("WMT") reports for each month for each license owned, controlled directly or indirectly by CW. A copy of each report shall be emailed to the designated Percelt representative when available each month. Any additional reports requested by Percelt shall be produced within 10 days of the request. Percelt will treat the above information as confidential and not release it to any other party.
- 3) The commencement of the monthly payments to Percelt shall determine the starting date of the eight-year period mentioned in the July 5, 2018 agreement. If for any reason the monthly payments to Percelt are suspended, the eight-year term will be extended for the number of months payments are suspended.
- 4) As part of the considerations contemplated in the July 5, 2018 Agreement, the allocation of the 2% equity interest in CW, to Percelt, shall be granted by the members of CW and/or Brian Padgett. The transfer of the 2% equity interest to Percelt shall be vested upon the transfer of the licenses. In the event CW, is converted into a new corporation, Percelt shall convert its 2% equity to a like percentage of shares in the new corporation.

- 5) In the event of the sale of CW in whole or in portion, Percelt will have the option to accept it's 4.5% of the proportionate sale price in cash or shares in the acquiring company.
- 6) While its anticipated CW will control the 4front litigation (AAA Case No. : 01-17-0002- 9611} consistent with its obligation to pay all expenses incurred in prosecuting or defending the claim in the case which includes attorneys fees, arbitration fees, or any judgements, it will not enter into any agreement disposing of the case without NuVeda's prior written consent, which should not be unreasonably withheld.
- 7) The debts defined in Appendix A in the July 5, 2018 agreement survive the MIPA agreement and are incorporated as obligations of CW to NuVeda.
- 8) In the event CW fails to make payments to Percelt as defined in the July 5, 2018 agreement within 10 days CW will be in default. CW will have 30 days to cure the default. In the event the default is not cured within the allocated cure period, Percelt is entitled to file a complaint in the Clark County District court, to which CW will file no answer and allow a default judgement.

Dated this 5th Day of July 2018

CW Nevada, LLC

By its:

its: CHARMAN CEO

Clark NMSD, LLC

By

Managing Member

NuVeda, LLC
LLC

By its:

Managing Member

Nye Natural Medicinal Solutions,

By its:

Managing Member

CWNV, LLC

By its:

MANAGER

2113 Investors, LLC.

By its:

Percelt, LLC

By its:

pg. 2

Addendum to Percelt 3

July 5, 2018

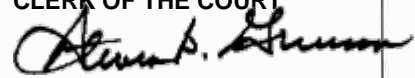
NUVEDA'S APPENDIX 1009

EXHIBIT A

		NuVeda paid	CW paid
4front	\$ 446,200.00		\$ -
Florasearch	\$ 48,000.00		\$ -
Trinity	\$ 18,857.00		\$ 18,857.00
TriQ	\$ 71,000.00		\$ 40,000.00
Stevenson	\$ 55,000.00		\$ 10,000.00
Garcia	\$ 251,225.00		\$ 251,225.00
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rent 3rd street	\$ 67,500.00		\$ 67,500.00
rent N.LV	\$ 172,000.00		\$ 172,000.00
growth farm	\$ 4,000.00		\$ -
Fama PR	\$ 12,000.00		\$ -
TWG	\$ 158,000.00	\$ 45,000.00	\$ 50,000.00
Nuveda		<u>\$121,468.02</u>	
Direct payment			\$ 250,000.00
total	\$ 1,393,782.00	\$ 166,468.02	\$ 909,582.00
Agreed amount due from CW to NuVeda			\$ 1,500,000.00
Additional debt			\$ 166,468.02
Total Due* (subject to verification)			\$ 756,886.02

EXHIBIT “15”

NUVEDA'S APPENDIX 1011



Justin Carley, Esq.
Nevada Bar No. 9994
Bradley Austin, Esq.
Nevada Bar No. 13064
SNELL & WILMER L.L.P.
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, NV 89169
Telephone (702) 784-5200
Facsimile (702) 784-5252
jcarley@swlaw.com
baustin@swlaw.com

Cory Braddock, Esq.
Arizona Bar No. 024668 (Admitted *Pro Hac Vice*)
SNELL & WILMER L.L.P.
400 E. Van Buren, Suite 400
Phoenix, Arizona 85004
Telephone (602) 382-6336
Facsimile (602) 382-6070
cbraddock@swlaw.com

Attorneys for 4Front Advisors LLC

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

NUVEDA, LLC, a Nevada Limited Liability
Company; and CWNEVADA LLC, a
Nevada Limited Liability Company,

Plaintiffs,

vs.

4FRONT ADVISORS LLC, foreign limited
liability company, DOES I through X and
ROE ENTITIES, II through XX, inclusive;

Defendants.

CASE NO. A-17-755479-C

DEPT. NO. XXXII

**ORDER GRANTING DEFENDANT'S
MOTION TO CONFIRM ARBITRATION
AWARD AND REQUEST TO ENTER
JUDGMENT**

-and-

FINAL JUDGMENT

Having considered: (1) 4Front Advisors LLC's ("4Front's") Motion to Confirm Arbitration Award and Request to Enter Judgment; (2) Nuveda LLC's ("Nuveda's") Opposition to Motion to Confirm Arbitration Award; (3) CWNevada LLC's ("CWNevada's") Opposition to Motion to Confirm Arbitration Award; (4) 4Front's Reply in Support of Motion to Confirm Arbitration Award and Request to Enter Judgment; and (5) all related joinders on file as of February 28, 2019;

1 Having conducted a hearing on the Motion, Oppositions, and Reply on February 19, 2019;
2 and after taking the matter under advisement until February 28, 2019;

3 With good cause appearing:

4 **IT IS HEREBY ORDERED** that the Motion is **GRANTED**, but as the Court did not
5 address the fee and cost portion at the hearing, 4Front Advisors LLC is allowed to file a separate
6 motion under NRCP 54(b).

7 **IT IS FURTHER ORDERED** that the Final Award, attached as Exhibit 1, is
8 **CONFIRMED**.

9 **IT IS FURTHER ORDERED** that final judgment is entered in favor of 4Front and against
10 CWNevada and Nuveda on the terms stated in the attached Final Award, which is wholly
11 incorporated into this Order and Final Judgment.

12 **IT IS FURTHER ORDERED** that the monetary portion of this Final Judgment shall
13 accrue interest as provided by NRS 17.130(2).

14 **IT IS SO ORDERED AND ADJUDGED.**

15
16 DATED: March 12, 2019.

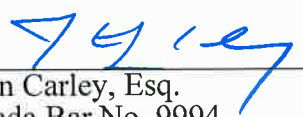
17
18 TIME: 12:57 pm.m.

19 
DISTRICT COURT JUDGE

20 Respectfully submitted:

21 SNELL & WILMER LLP.

ROB BARE
JUDGE, DISTRICT COURT, DEPARTMENT 32

22 
23 Justin Carley, Esq.
24 Nevada Bar No. 9994
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, NV 89169

25 Cory Braddock, Esq.
26 Arizona Bar No. 024668 (Admitted *Pro Hac Vice*)
27 400 E. Van Buren, Suite 400
Phoenix, Arizona 85004

28 *Attorneys for 4Front Advisors LLC*

1 Approved as to form and content:

2 Dated: March 7th, 2019

Dated: March ____, 2019

3 COHEN-JOHNSON, LLC

WILEY PETERSEN

4 

5 H. Stan Johnson, Esq.
6 375 E. Warm Springs Road, #104
7 Las Vegas, NV 89119

Jason M. Wiley, Esq.
1050 Indigo Drive, Ste. 130
Las Vegas, NV 89145

8 *Attorneys for CWNevada LLC*

Attorneys for Nuveda, LLC

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Approved as to form and content:

Dated: March ____, 2019

COHEN-JOHNSON, LLC

H. Stan Johnson, Esq.
375 E. Warm Springs Road, #104
Las Vegas, NV 89119

Attorneys for CWNevada LLC

4830-1532-3785

Dated: March 7th, 2019

WILEY PETERSEN

Jason M. Wiley, Esq.
1050 Indigo Drive, Ste. 130
Las Vegas, NV 89145

Attorneys for Nuveda, LLC

EXHIBIT 1



American Arbitration Association
Dispute Resolution Services Worldwide

FINAL AWARD

AAA Case #: 01-17-0002-9611

4Front Advisors, LLC v. CWNevada LLC, Nuveda LLC, Clark NMSD LLC & Nye NMSD LLC v. Shane Terry and Jennifer Goldstein

WE, THE UNDERSIGNED ARBITRATORS, having been designated in accordance with the arbitration agreements entered into between Claimant 4Front Advisors, LLC (“4Front”) and Respondent CWNevada LLC (“CWN”) dated March 10, 2014, and between 4Front and Respondents NuVeda LLC, Clark NMSD LLC & Nye NMSD LLC (collectively “NuVeda”) dated June 13, 2014, and having been duly sworn, and having duly heard the proofs, arguments, and allegations of the Claimant and the Respondents in accordance with the Commercial Rules of the American Arbitration Association (“AAA”), hereby AWARD as follows:

1. 4Front appeared through counsel Cory Braddock, David Barker and Jacob Jones of Snell & Wilmer, LLP; CWN appeared through counsel Nicholas J. Santoro and Jason D. Smith of Santoro Whitmire; NuVeda appeared through counsel Jason M. Wiley and Ryan S. Petersen of Wiley Petersen.
2. The parties stipulated to a simple standard award in this matter. Upon a thorough review of all the evidence and arguments presented by all the parties, and as more fully set forth in the 27 November 2018 Preliminary Decision (which is fully incorporated herein and attached hereto), we conclude that Respondents are liable to 4Front in the

principal amounts as follows: CWN is liable in the amount of \$4,264,062 and NuVeda is liable in the amount of \$3,165,425.

3. Upon 4Front's motion for an award of attorneys' fees and costs, we award \$1,223,601.29 in attorneys' fees and costs, \$680,456.33 of which is attributed to CWN and \$543,144.96 is attributed to NuVeda. In reaching this conclusion, we have considered, among other things, the following:

- a. that the attorneys' fees awarded reasonably compensates 4Front for the attorneys' fees it incurred for prosecuting this action against the largely non-meritorious defenses of CWN and NuVeda, and for responding to CWN and NuVeda's unsubstantiated counterclaims.
- b. that in reaching the amount of costs awarded, we considered and rejected CWN and NuVeda's argument that 4Front's expert fees are statutorily capped at \$1,500 because we conclude that, in this case, "the expert's testimony were of such necessity as to require a larger fee." NRS §18.005(5).

4. The administrative fees and expenses of the AAA totaling \$33,810.00 are to be borne by the Respondents as follows: \$16,905.00 by CWNevada and \$16,905.00 by Nuveda. The compensation and expenses of Arbitrators totaling \$153,413.75 are to be borne by the Respondents as follows: \$76,706.88 by CWNevada and \$76,706.88 by Nuveda. Therefore, CWNevada shall reimburse 4Front the sum of \$42,573.96 and Nuveda shall reimburse 4Front the sum of \$33,233.96, representing that portion of said fees and expenses in excess of the apportioned costs previously incurred by 4Front.

Accordingly,

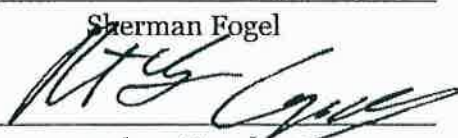
Respondent CWNevada LLC must pay Claimant 4Front Advisors LLC the total sum of \$4,987,092.29, which must be paid on or before thirty (30) days from the date of this Award.

Respondents NuVeda LLC, Clark NMSD LLC & Nye NMSD LLC must, jointly and severally, pay Claimant 4Front Advisors LLC the total sum of \$3,741,803.92, which must be paid on or before thirty (30) days from the date of this Award.

This Award is in full settlement of all claims and counterclaims submitted to this Arbitration. All claims and counterclaims not expressly granted herein are hereby denied.

DATED: 9 January 2019.


Maureen Beyers

Sherman Fogel

Robert Copple

Accordingly,

Respondent CWNevada LLC must pay Claimant 4Front Advisors LLC the total sum of \$4,987,092.29, which must be paid on or before thirty (30) days from the date of this Award.

Respondents NuVeda LLC, Clark NMSD LLC & Nye NMSD LLC must, jointly and severally, pay Claimant 4Front Advisors LLC the total sum of \$3,741,803.92, which must be paid on or before thirty (30) days from the date of this Award.

This Award is in full settlement of all claims and counterclaims submitted to this Arbitration. All claims and counterclaims not expressly granted herein are hereby denied.

DATED: 9 January 2019.

Maureen Beyers



Sherman Fogel

Robert Copple



American Arbitration Association
Dispute Resolution Services Worldwide

Interim Decision

AAA Case #: 01-17-0002-9611

***4Front Advisors, LLC v. CWNevada LLC, Nuveda LLC, Clark NMSD LLC &
Nye NMSD LLC v. Shane Terry and Jennifer Goldstein***

Claimant 4Front Advisors, LLC (“4Front”) brings this arbitration for breach of contract and breach of the implied covenant of good faith and fair dealing against Respondents CWNevada LLC (“CWN”) and NuVeda LLC, Clark NMSD LLC & Nye NMSD LLC (collectively “NuVeda” and with CWN, “Respondents”). CWN and NuVeda each have denied the claims and counterclaimed against 4Front for breach of contract, breach of the implied covenant of good faith and fair dealing, tortious interference and civil conspiracy. 4Front denies the counterclaims. Pursuant to the agreements between the parties (Joint Exhibit 2 (dated March 10, 2014) and Joint Exhibit 28 (dated June 13, 2014)) (collectively “Agreements”), and the August 28, 2017 Preliminary Hearing and Scheduling Order, this arbitration is governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*, the substantive law of Nevada and the Commercial Rules of the American Arbitration Association.

PRELIMINARY ISSUES

The evidentiary hearing in this matter was conducted in Phoenix Arizona on November 5, 6, 7, 8, and 9, 2018, before the Panel: Maureen Beyers (Chair), Sherman Fogel and Robert Copple. The Panel heard closing arguments on November 12, 2018. 4Front appeared through counsel Cory Braddock, David Barker and Jacob Jones of Snell & Wilmer, LLP, and was represented by Kris Krane and Karl Chowscano, principals of 4Front. CWN appeared through counsel Nicholas J. Santoro and Jason D. Smith of Santoro

Whitmire, and was represented by Brian C. Padgett, a CWN principal. NuVeda appeared through counsel Jason M. Wiley and Ryan S. Petersen of Wiley Petersen and was represented by Pejman Bady, a NuVeda principal.

During the course of the proceedings, the Panel heard testimony from the following live fact witnesses: Kris Krane, Jin Ho, Don Schaefer, Josh Rosen, Brian Padgett, Pejman Bady, Pouya Mohajer and Nicholas Russo. The Panel also heard testimony from the following live expert witnesses: Keith Bierman of MCA Financial Group and Dwight Duncan of EconLit LLC. The Panel also read excerpts of the deposition testimony of certain witnesses, including Joseph Kennedy, who was not called as a live fact witness.

The parties stipulated to the admission of 554 joint exhibits. Over objections by the Respondents, the Panel admitted an August 3, 2015 email as Claimant's Exhibit 100. Over objections by the Claimant, the Panel admitted a February 8, 2016 Report of Dwight Duncan as Respondents' Exhibit 100. No exhibits offered were excluded.

At the conclusion of the evidentiary hearing, the parties, through Mr. Krane, Mr. Padgett and Dr. Bady affirmed that on behalf of their respective companies, they each had received a full and fair hearing.

Following the evidentiary hearing, the Panel kept the record open to receive post-hearing oral argument and briefs on (1) liability on the claims and counterclaims, (2) 4Front's damages, if any, and (3) following this Interim Decision on an award of attorneys' fees and costs. The Panel and the parties agreed that should Respondents prevail on their counterclaims, a second hearing would be scheduled on Respondents' damages and third-party claims.

The undersigned arbitrators, having been duly appointed in accordance with the Agreements, having heard the proofs and arguments of the parties, hereby make the following Interim Decision on liability and 4Front's damages.

LIABILITY

The Panel finds that 4Front proved by a preponderance of the evidence that CWN breached its agreement with 4Front (Joint Exhibit 2 dated March 10, 2014) and that NuVeda breached its agreement with 4Front (Joint Exhibit 28 dated June 13, 2014), and that therefore CWN and NuVeda are liable to 4Front for breach of contract and breach of the covenant of good faith and fair dealing in the amounts set forth below.

The Panel also finds that CWN and NuVeda failed to prove by a preponderance of the evidence that 4Front breached its contracts with them, breached its implied covenant of good faith and fair dealing with them, or that 4Front engaged in tortious interference or civil conspiracy.

DAMAGES

The Panel finds that 4Front has been damaged by the Respondents and that the Respondents are liable to 4Front in the amounts as follows: CWN is liable in the amount of **\$4,264,062**. NuVeda is liable in the amount of **\$3,165,425**.

CONCLUSION

For the foregoing reasons, the Panel concludes that CWN is liable to 4Front for breach of contract and breach of the covenant of good faith and fair dealing in the amount of **\$4,264,062**, and that NuVeda is liable to 4Front for breach of contract and breach of the covenant of good faith and fair dealing in the amount of **\$3,165,425**.

Based on the foregoing, the Panel finds that 4Front is the prevailing party in this matter and may apply for a determination on an award of attorneys' fees and costs pursuant

to the Agreements, applicable law and the Commercial Rules of the American Arbitration Association. Such application must be supported by evidence (*i.e.* invoices, time records, receipts, etc.), and be accompanied by a sworn declaration of counsel attesting to the accuracy and reasonableness of the fees and costs sought and that the fees and costs were actually expended. Any challenge by the Respondents to the reasonableness of the fees and costs sought by 4Front must similarly be supported by evidence (*i.e.* Respondents' invoices, time records, receipts, etc.) and accompanied by a sworn declaration of counsel attesting to the accuracy and reasonableness of the fees and costs sought and that the fees and costs were actually expended.

Any motion for an award of attorneys' fees and costs shall be filed on or before December 9, 2018. Any response thereto shall be filed on or before December 19, 2018. Absent an order from the Panel, no reply shall be filed.

This interim decision is in full settlement of all claims submitted to the Panel in this Arbitration, and shall remain in force until a final award is rendered. Except for an award of attorneys' fees and costs, all claims not expressly granted herein are hereby denied.

DATED: 27 November 2018.

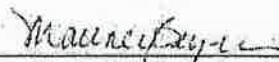



Maureen Beyers

Sherman Fogel

Robert Cottle

EXHIBIT “16”

NUVEDA'S APPENDIX 1025

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David G. Barker (ASB #02467)
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7

8 AMERICAN ARBITRATION ASSOCIATION
9

10 4FRONT ADVISORS, LLC, an Arizona
limited liability company;

11 Claimant,

12 v.
13

14 CWNEVADA, LLC, a Nevada limited
liability company; NUVEDA LLC, a
15 Nevada limited liability company; CLARK
NMSD LLC, a Nevada limited liability
16 company; and NYE NMSD LLC, a Nevada
limited liability company;

17 Respondents.
18

AAA Case No. 01-17-0002-9611

**STIPULATION OF UNCONTESTED
FACTS**

19 The Parties jointly stipulate to the following uncontested facts:

20 1. 4Front Advisors, LLC ("4Front"), and CWNevada, LLC entered into an
21 agreement entitled Application, Training, and Consulting Agreement dated March 10,
22 2014 [J-002 (Dep. Ex. 1)] - (the "CWNevada Agreement").

23 2. 4Front and NuVeda, as successor in interest, Clark, NMSD, LLC and Nye
24 NMSD, LLC (collectively, "NuVeda") entered into and executed The Application,
25 Training, and Consulting Agreement dated June 13, 2014 [J-028 (Dep. Ex. 9)] as amended
26 by the Partial Rescission Agreement dated March 31, 2015 [J-100 (Dep. Ex. 15)],

27 3. The Partial Rescission Agreement provides, in pertinent part, for a revised
28 payment schedule to a flat 3% of gross revenues (for the North Las Vegas dispensary

“Additional Compensation”) in the event that NuVeda tendered a one-time buydown of \$200,000.

4. In May 2015, NuVeda tendered the \$200,000 buydown fee.

5. The City of Las Vegas dispensary opened on January 17, 2017.

6. The City of North Las Vegas dispensary opened on December 16, 2016.

7. CWNevada’s Blue Diamond dispensary opened approximately December 27, 2016.

8. CWNevada contracted with 4Front because of 4Front’s expertise in the medical marijuana industry.

9. NuVeda contracted with 4Front because of 4Front’s expertise in the medical marijuana industry.

10. CWNevada obtained 3 medical marijuana cultivation licenses, 3 medical marijuana production licenses, and 1 medical marijuana dispensary license from the State of Nevada.

11. CWNevada sold one medical marijuana production license (Highland).

12. All six of CWNevada’s remaining medical marijuana licenses are either currently operational or have local approvals required for operation.

13. NuVeda obtained 2 medical marijuana cultivation licenses, 2 medical marijuana production licenses, and 2 medical marijuana dispensary licenses from the State of Nevada.

14. All six of NuVeda’s medical marijuana licenses are currently operational.

15. CWNevada currently sells marijuana under Nevada’s medical and adult-use laws and regulations, from its Blue Diamond dispensary.

16. NuVeda currently sells marijuana under Nevada’s medical and adult-use laws and regulations, from its 3rd Street (“CLV”) and N. Las Vegas Blvd. (“NLV”) dispensaries.

17. In November 2016, the Initiative to Regulate and Tax Marijuana was passed by the citizens of the State of Nevada pursuant to a general vote.

1 18. This measure legalized, under Nevada law, possession of cannabis in certain
2 circumstances and allowed for adult/recreational use of cannabis in the State of Nevada
3 beginning on January 1, 2017.

4 19. NRS Chapter 453A is entitled, "Medical Use of Marijuana." NRS
5 453D.010 provides that "this chapter may be cited as the Regulation and Taxation of
6 Marijuana Act." NRS 453A.075 and NRS 453D.030(4) provide that "Department"
7 means "the Department of Taxation." NRS 453D.00(2) provides that "[t]he Department
8 shall approve or deny applications for licenses pursuant to NRS 453D.210."

9 20. NRS 453D.210(2) states that "[f]or 18 months after the Department begins
10 to receive applications for marijuana establishments, the Department shall only accept
11 applications for licenses for retail marijuana stores, marijuana product manufacturing
12 facilities, and marijuana cultivation facilities pursuant to this chapter from persons holding
13 a medical marijuana establishment registration certificate pursuant to chapter 453A of
14 NRS."

15 21. CWNebraska obtained one recreational license that it currently uses to sell
16 marijuana in Nevada under Nevada's the adult-use laws and regulations.

17 22. NuVeda obtained two recreational licenses that it currently uses to sell
18 marijuana in Nevada under Nevada's the adult-use laws and regulations.

19 23. CWNebraska and NuVeda were permitted to apply in the first phase of
20 applications for recreational licenses.

21 24. At the time CWNebraska and NuVeda received their recreational licenses, the
22 State of Nevada would only grant recreational licenses to holders of medical marijuana
23 licenses who were in good standing with the State of Nevada.

24 25. In 2015, Jin Ho ("Ho") became affiliated with 4Front and tasked with
25 establishing an investment fund for 4Front to manage.

26 26. Ho had an office at 4Front's Phoenix office location.

27 27. In 2014 and 2015, NuVeda's CEO Shane Terry was seeking proposals for
28 financing to assist with NuVeda's business operations.

28. By at least November 2015, the members of NuVeda were divided into two factions with Pejman Bady, Pouya Mohajer, and to a lesser extent, Joseph Kennedy comprising one faction and Shane Terry, Jennifer Goldstein and, to a lesser extent, Ryan Winmill and John Penders comprising the other faction, due to perceived corporate mismanagement and related improprieties within the company.

29. Beginning in May and continuing through November 2015, NuVeda's CEO Shane Terry was consulting with Jin Ho, 4Front representative, regarding potential financing proposals.

30. On November 15, 2015, Ho provided Terry with 4Front's Preliminary Indicative Terms and Conditions ("4Front's November Term Sheet"), which was an updated version of an initial proposal sent to Terry in October, 2015.

31. On November 17, 2015, CWNevada provided NuVeda with a Letter of Intent setting forth terms of a proposed financing venture between the two entities (the "LOI").

32. On November 23, 2015, Bady executed the CWNevada LOI.

33. The litigation captioned *NuVeda, LLC, Shane M. Terry, and Jennifer M. Goldstein v. Pejman Bady, Pouya Mohajer, Does, and Roes*, Case No. A-15-728510-B (the "NuVeda Litigation") commenced on December 3, 2015, prior to the time Ho provided an initial second term sheet to NuVeda on December 24 and a revised second term sheet to NuVeda on 27, 2015. ("December Term Sheet").

34. The Membership Interest Purchase Agreement ("MIPA") [J-249] was executed on December 6, 2015.

35. The MIPA is still in effect.

36. CWNevada has not breached the MIPA.

37. NuVeda has not breached the MIPA.

38. On December 7, 2015, Terry and Goldstein filed Plaintiffs' Motion for Preliminary Injunction on Order Shortening Time in the Eighth Judicial District Court in and for Clark County, Nevada against Bady and Mohajer seeking to enjoin the Bady and

1 Mohajer from transferring/selling any of NuVeda's assets ("Motion for Preliminary
2 Injunction").

3 39. On December 24, 2015, Ho sent email correspondence to Terry with a
4 preliminary draft of the December Term Sheet.

5 40. On December 27, 2015, Ho sent Terry the finalized version of the December
6 Term Sheet.

7 41. The hearing on Terry and Goldstein's Motion for Preliminary Injunction
8 commenced on December 28, 2015.

9 42. On the morning of December 28, 2015, Ho sent Terry correspondence
10 which provided "[f]or advisory reasons, term sheet should not be submitted today. We
11 need to discuss."

12 43. Later on December 28, 2015, following Terry's notification to Ho that Terry
13 had submitted the December Term Sheet to the Nevada court, Rosen sent an email to
14 Brian Padgett regarding the December Term Sheet and Ho sent an email to Bady
15 regarding the December Term Sheet.

16 44. On January 13, 2016, the Honorable Elizabeth Gonzalez denied Terry and
17 Goldstein's Motion for Preliminary Injunction and held that there was no basis to disturb
18 the MIPA, subject to additional actions that needed to be taken for the MIPA to be
19 finalized, for which input from all of NuVeda's members was required.

20 45. As of October 8, 2015, NuVeda was hoping for adult use to become legal in
21 Nevada.

22 46. From "day one" of 4Front's discussions with NuVeda about the [NuVeda
23 Contract], Kris Krane of 4Front talked with NuVeda about the effort to legalize adult use
24 marijuana in Nevada.

25 47. Linchpin Investors LLC was initially formed through incorporation in the
26 State of Delaware on January 14, 2016.

27 48. 4Front did not materially contribute to NuVeda's "late summer and fall of
28 2015" "funding shortfalls that caused impediments to construction of the facilities that

NuVeda intended to utilize.”

49. 4Front did not cause NuVeda’s building to collapse

50. 4Front did not cause 2113 Investors to sue NuVeda.

51. 4Front did not cause Mr. Golpa to sue NuVeda.

52. 4Front did not cause Mr. Bahri to threaten NuVeda.

53. 4Front did not cause NuVeda’s employees to threaten to sue NuVeda for unpaid compensation.

54. 4Front did not cause NuVeda’s shareholders to amend their Schedule K-1s.

55. 4Front did not cause NuVeda or Mr. Bady to seek funds from Mr. Golpa or Mr. Bahri.

56. 4Front did not cause Mr. Golpa or Mr. Bahri to demand NuVeda shares from NuVeda’s shareholders.

DATED this 2nd day of November 2018.

SNELL & WILMER L.L.P.

WILEY PETERSEN

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EXHIBIT “17”

NUVEDA'S APPENDIX 1032



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(775) 684-5708
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130706

**Dissolution of
Limited-Liability Company**
(PURSUANT TO NRS 86.531)

Filed in the Office of <i>Barbara K. Cegavske</i> Secretary of State State Of Nevada	Business Number E0028092016-3 Filing Number 20190215089-17 Filed On 05/17/2019 Number of Pages 1
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USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

**Articles of Dissolution
for a Nevada Limited-Liability Company**
(Pursuant to NRS 86.531)

1. Name of the limited-liability company:

CWNV LLC

2. Entity or NV I.D. number: E0028092016-3

3. The company has been or will be dissolved.

4. Effective date and time of the dissolution: Date: 04/16/2019 Time: 11:00 pm

(must not be later than the effective date
and time of the articles of dissolution)

5. Signature (must be signed by a manager, or if there is no manager by a member):

Manager of CWNV LLC and
X *Pejman Bady, Manager of NuVeda, LLC, Its Member*

Signature (manager or member)

FILING FEE: \$100.00

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.