



Mr. Arturo Sanchez,
Assistant to the City Administrator
Special Business Permits Division

City of Oakland California
1 Frank H. Ogawa Plaza
Oakland, CA 94612

Dear Mr, Sanchez,

In response to the Request for Medical Marijuana Dispensary Permit Applications there is transmitted herewith our application.

The information is submitted relative to 1) Oakland Municipal Code, Title 5, Paragraph 5.80. Medical Cannabis Dispensary Permits. 2) Medical Cannabis Dispensary Permit, Request for Permit Application, section IV, submittal requirements.

Format and content follow the guidelines provided including standards of performance.

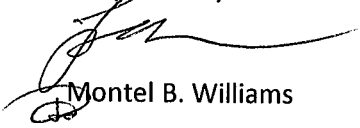
Our submission relates to an approved site located at 8440 Enterprise Way, Oakland Ca. 94621.

It should be noted that Abatin Wellness Center has an alternate site approved through a mapping and research request. The location of 1540 (1538-1544) Broadway has been approved. Noting the Councils' interest in serving residents of the greater Oakland area, and with respect to public transportation, this site would be equally effective and all procedures and security measures, and the overall business plan would be enacted at this site should the council deem appropriate.

A check in the amount of Five Thousand Dollars (\$5,000.00) payable to the City of Oakland is also enclosed.

Please note that the application contains information that we feel is confidential regarding trade secrets and privileged commercial or financial information.

Respectfully submitted,



Montel B. Williams

encl. 2 copies, 1 check



Medical Cannabis Dispensary
Permit
Request for Permit Application

MCD #11068

Submitted to the City of Oakland,
Special Business Permits Division,
Office of the City Administrator

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Medical Cannabis Dispensary

Registration & Information

Forms



MEDICAL CANNABIS DISPENSARY
REGISTRATION FORM
OWNER / MANAGER INFORMATION
(PLEASE PRINT)

To be completed for each owner and manager—(as defined under Chapter 5.80 of the Oakland Municipal Code)

Today's date:

City ID #:

PARTNER/OWNER/MANAGER INFORMATION

Last Name:

Williams

First:

Montel

Middle:

Brian

Alias(es):

N/A

Date of Birth:

[REDACTED]

Height:

6'11"

Weight:

185

Hair:

N/A

Eyes:

Brown

Gender:

M

Residence Address (P.O. Box will not satisfy this requirement):

SAME AS ABOVE

City:

State:

Zip Code:

Telephone number(s) (where individual can be reached 24 hrs a day):

[REDACTED]

California DL/ID Number:

[REDACTED]

Other Government Photo ID Number (if applicable):

*Attach copy of a valid government issued photo identification card of license

RESIDENCE HISTORY

If at above residence is less than ten (10) years, list prior residence addresses you have had for the past ten (10) years. Attach additional pages if necessary.

Number and Street Name:

City:

State:

Zip:

Length of Stay:

Contact Person:

Phone:

Number and Street Name:

City:

State:

Zip:

Length of Stay:

Contact Person:

Phone:

Number and Street Name:

City:

State:

Zip:

Length of Stay:

Contact Person:

Phone:

EMPLOYMENT HISTORY

Beginning with your current employment, list your work history for the previous ten (10) years. Attach a separate sheet of paper to complete your list if necessary.

Company Name: Montel Williams Enterprises Inc
Address: 20 Crossways Park North, Suite 412
City: Woodbury State: N.Y. Zip: 11797
Phone Number: Supervisor/Contact Name: M. McGlaughlin
Dates of Employment: 10/09 - Present
Description of Job Duties: President
Reason Left Employment? N/A

Company Name: Mountain Movers Inc
Address: 20 Crossways Park North, Suite 412
City: Woodbury State: NY Zip: 11797
Phone Number: Supervisor/Contact Name: Self
Dates of Employment: 1996 - 2009
Description of Job Duties: President
Reason Left Employment? Transitioned Companies

Company Name:
Address:
City: State: Zip:
Phone Number: Supervisor/Contact Name:
Dates of Employment:
Description of Job Duties:
Reason Left Employment?

CRIMINAL HISTORY

List all criminal convictions, other than infraction traffic violations, the jurisdiction of the conviction, and the circumstances thereof. Attach additional pages if necessary.

Crime: Date of Crime:
Jurisdiction:
Circumstances:

Crime:

Date of Crime:

Jurisdiction:

Circumstances:

Crime:

Date of Crime:

Jurisdiction:

Circumstances:

COLLECTIVE HISTORY

Using a separate sheet of paper, provide a detailed explanation of your involvement with any other Collective.

This includes, but not limited to: the name and address of the collective; the capacity in which you were involved with the collective; whether the collective is or was the subject of any criminal investigation or prosecution, civil investigation, administrative action or civil lawsuit; whether you or the collective with which you are or were associated has ever been denied, or is in the process of being denied, registration, a permit, a license or any other authorization to operate in any other city, county or state; and whether you or the collective with which you are or were associated has ever had a registration, license, permit or any other authorization to operate in any other city, county or state suspended or revoked, and the reasons therefore.



In response to the Medical Cannabis Dispensary Registration Form, final question regarding 'Collective History', the applicant would like to offer the following information.

Mr. Williams has been involved with consulting the Abatin Wellness Center of Sacramento. The center is located at 2400 29th street in Sacramento, CA.

This cooperative corporation has an exemplary record with the City of Sacramento and is used a training tool for Sacramento Police to view safe and compliant operations of a medical marijuana dispensary.



It should be noted that Abatin Wellness Center has an alternate site approved through a mapping and research request.

The location of 1540 (1538-1544) Broadway has been approved.

Noting the Councils' interest in serving residents of the greater Oakland area, and with respect to public transportation, this site would be equally effective in serving the needs of patients as well as reflecting the diversity of the City of Oakland,

All procedures and security measures, and the overall business plan would be enacted at this site should the council deem it appropriate.

Medical Cannabis Dispensary

Registration Questionnaire



MEDICAL CANNABIS DISPENSARY REGISTRATION QUESTIONNAIRE

(Please Print)

NAME: Montel Williams

CITY ID # McD # 11068

Next to each question, please answer "Yes" or "No." If you answer "Yes" to any of the questions, please attach a separate sheet of paper explaining your answer and providing all information necessary for the City Administrator to confirm the information you provided, including, but not limited to the jurisdiction where the activity occurred.

A "Yes" answer does not necessarily mean you will be denied registration. Additional documentation may be requested by the City Administrator if the information presented is deemed insufficient to complete the investigation.

THE FOLLOWING QUESTIONS MUST BE ANSWERED BY ALL APPLICANTS: For purposes of this questionnaire, "you" shall mean any person, firm, association, organization, partnership, business trust, company, corporation, public agency, school district, the State of California and its political subdivisions, and/or instrumentalities thereof

1. NO Have you ever applied for or received a license, certificate, permit, or registration to practice in a regulated profession under any name other than the name listed on this application?
2. NO Have you ever had a license, certificate, permit, or registration to practice in a regulated profession denied, suspended or revoked, or in any way conditioned, curtailed, limited, or restricted in or by any jurisdiction including Oakland?
3. NO Is any administrative, civil or criminal action pending against you now by any licensing or regulatory agency?
4. NO Have you ever been party to a lawsuit as either a plaintiff or defendant where the lawsuit involves allegations of unlawful business practices, fraud, breach of contract, or unlawful detainer?
5. NO Have you ever been convicted of a crime involving fraud, dishonesty or deceit?
6. NO In the last five (5) years, have you been convicted of a felony?
7. YES Have you ever applied for a permit to carry a concealed weapon? N.Y. STATE
8. NO Have you ever been the restrained party or petitioner of a Restraining Order, Preliminary or Permanent Injunction?
9. NO Have you owned or leased premises that have been the subject of an administrative, civil or criminal nuisance abatement action and court judgment or administrative determination finding the premises to be a nuisance within the last (5) years?
10. YES If you are a corporation is the corporation in good standing and authorized to do business in California? If yes, please provide proof. SEE Articles And Statement of Good Standing
11. NO Are you currently on parole or probation for possession, sale, distribution or transportation of a controlled substance?
12. NO Have you ever operated a Medical Cannabis Dispensary in the City of Oakland? If yes, please describe the circumstances surrounding that operation, including but not limited to: the dates of operation, the length of time the operation lasted, what permits or licenses were obtained for that operation, etc.)

Affidavit



AFFIDAVIT

I, the undersigned, declare under penalty of perjury that to the best of my knowledge, the information contained in this application for Medical Cannabis Dispensary Registration, and its supporting documentation, is truthful, correct, and complete; and, the information contained in this application and its supporting documentation discloses all facts regarding the applicant and associated individuals necessary to allow the City Administrator to properly evaluate the applicant's qualifications for registration.

If the applicant is a business entity, I, as the person signing below do hereby represent and warrant that the business entity is authorized to do business in California and that I have full rights, powers and authority to sign on behalf of the applicant and carry out all actions contemplated by this application, and that any Notice of Completed Registration issued to the applicant constitutes valid, binding and enforceable obligations of the applicant and the applicant shall abide by the provisions of said Notice. Attached to this Affidavit is proof, reasonably satisfactory to the City Administrator, confirming the foregoing representations and warranties.

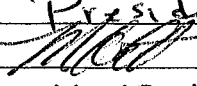
I, the undersigned, agree that any information subsequently submitted to the City Administrator in conjunction with this application or its supporting documentation meets the same standard as set forth above.

I, the undersigned, further agree and understand that this application will be classified as a public record and will be available for inspection by the public, except with regard to the release of information which is classified as controlled, private, or protected under the California Public Records Act or restricted by other law.

I, the undersigned, further agree and acknowledge that I may be required to provide additional information, as needed, for a complete investigation by the City Administrator.

I, the undersigned, further agree and recognize that I am responsible for obeying all Federal, State and local laws.

I, the undersigned, further agree and understand that any misrepresentations, omissions or falsifications in this application or any documents attached thereto or amendments thereto will be immediate grounds for the City Administrator to deny this request for registration and/or immediate grounds for revocation of the Notice of Completed Registration.

Print Name Here:	Montel Williams
Title:	President
Signature:	
Date:	10-13-11
Address:	[REDACTED]
City, State, Zip:	[REDACTED]
Contact Phone No:	[REDACTED]

Authorization for Release of information



AUTHORIZATION FOR RELEASE OF INFORMATION

I, the undersigned, declare that I am the applicant described and identified in this application for registration in the City of Oakland.

I authorize all persons, institutions, organizations, schools, governmental agencies, employers, references, or any others not specifically included in the preceding characterization, to release to the City Administrator for the City of Oakland any files, records, or information of any type regarding:

(If Applicant is Business Entity, Insert Legal Name of Business Entity Below:)

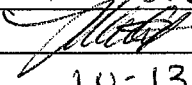
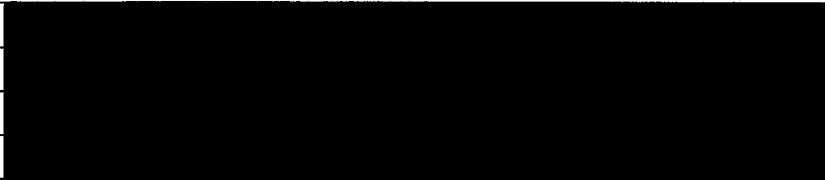
Abatin Wellness Center of OAKLAND, A Cooperative
ENTITY Corporation

(If Applicant is Individual, Insert Legal Name and Date of Birth Below:)

NAME

DATE OF BIRTH

The information is being requested by the City Administrator to properly evaluate my qualifications for registration as a Medical Cannabis Dispensary by the City of Oakland. A copy of this Authorization shall be as valid and provide the same authorization as the original.

Print Name of Individual or person authorized to sign on behalf of business entity:	Montel Williams
Title: (if applicable)	President
Signature:	
Date:	10-13-11
Address:	
City, State, Zip:	
Cell Phone Number:	
Email Address:	
City ID #:	MCD # 11068

Live Scan Application

REQUEST FOR LIVE SCAN SERVICE

Applicant Submission

ORI: <u>CA001090</u> Code assigned by DOJ	Type of Application: <u>LICENSE</u>
Job Title or Type of License, Certification or Permit: <u>MEDICAL CANNABIS DISPENSARY</u>	
Agency Address Set Contributing Agency:	
<u>OAKLAND POLICE DEPARTMENT</u>	<u>04764</u>
Agency authorized to receive criminal history information	Mail Code (five digit code assigned by DOJ)
<u>455 7TH STREET</u>	<u>SGT. D. DONOVAN</u>
Street No. Street or P.O. Box	Contact Name (Mandatory for all school submissions)
<u>OAKLAND CA 94607</u>	<u>(510) 238-2189</u>
City State Zip Code	Contact Telephone No.
Name of Applicant: <u>WILLIAMS Montel B</u> (please print) Last First MI	
Alias: Last First	Driver's License No. [REDACTED]
Date of Birth: [REDACTED] Sex: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	Misc. No. BIL - <u>120181</u> Agency Billing Number
Height: <u>6'1"</u> Weight: <u>185</u>	Misc. No: <u>N/A</u>
Eye Color: <u>BLK/BRN</u> Hair Color: <u>N/A</u>	Home Address: [REDACTED]
Place of Birth: <u>Balt Md</u>	City, State and Zip Code: [REDACTED]
SOC: [REDACTED]	
Your Number: _____ OCA No. (Agency Identifying No.)	Level of Service <input type="checkbox"/> DOJ <input type="checkbox"/> FBI
If resubmission, list Original ATI No. _____	
Employer: (Additional response for agencies specified by statute)	
<u>Seawolf Consultants</u>	
Employer Name	<u>N/A</u>
<u>9701 Wilshire Blvd. Suite 1110</u>	Mail Code (five digit code assigned by DOJ)
Street No. Street or P.O. Box	
<u>Beverly Hills CA 90212</u>	Agency Telephone No. (optional)
City State Zip Code	
Live Scan Transaction Completed By: <u>Marthen Alariz</u> Date: <u>10/12/11</u> Name of Operator	
Transmitting Agency	ATI No. <u>M285W1M002</u> Amount Collected/Billed <u>84.00</u>

Complete

Complete





OFFICE OF THE CITY ADMINISTRATOR

SPECIAL BUSINESS PERMITS • 1 Frank H. Ogawa Plaza, 11th Floor • Oakland, CA 94612

Nancy Marcus, Administrative Assistant I
Email: nmarcus@oaklandnet.com

Phone: 510-238-3294
Fax: 510-238-7084

October 6, 2011

Applicant #MCD11068

Dear Applicant #MCD11068,

The Zoning division has notified us the results on mapping and research request for your location at: **8440 Enterprise Way.**

It is in the approved zone which is clear of a public or private school or a public library or youth center (serving youth 18 and under), or parks and recreation facilities or residential zone. The proposed location is located in a commercial or industrial zone, or its equivalent as may be amended, of the City.

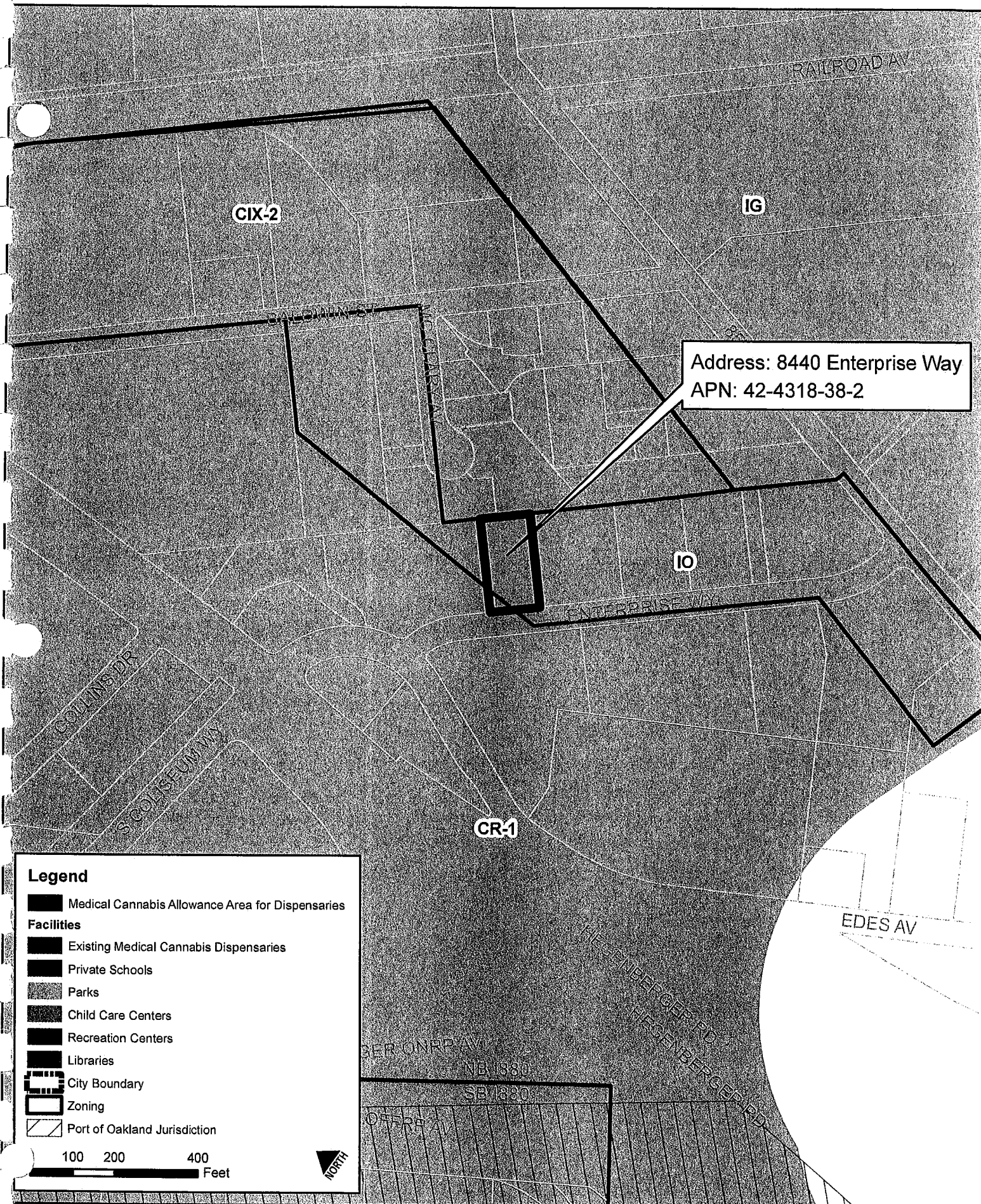
Should your application go forward to Phase II, a notification of the public hearing will be sent to all property owners within the 600' buffer zone. Friendly reminder, if you choose to go forward and submit your application, the application fee is non-refundable.

Please submit this letter with your application for proof of mapping & research.

Sincerely,

Nancy Marcus
Administrative Assistant I
Special Business Permits

Enclosure: Map





It should be noted that Abatin Wellness Center has an alternate site approved through a mapping and research request.

The location of 1540 (1538-1544) Broadway has been approved.

Noting the Councils' interest in serving residents of the greater Oakland area, and with respect to public transportation, this site would be equally effective in serving the needs of patients as well as reflecting the diversity of the City of Oakland,

All procedures and security measures, and the overall business plan would be enacted at this site should the council deem it appropriate.



OFFICE OF THE CITY ADMINISTRATOR

SPECIAL BUSINESS PERMITS

• 1 Frank H. Ogawa Plaza, 11th Floor

• Oakland, CA 94612

Nancy Marcus, Administrative Assistant I
Email: nmarcus@oaklandnet.com

Phone: 510-238-3294
Fax: 510-238-7084

October 12, 2011

#MC11068

Dear Applicant #MCD11068


The Zoning Division has notified us the results on mapping and research request for your location at: **1540 Broadway.**

It is in the approved zone which is clear of a public or private school or a public library or youth center (serving youth 18 and under), or parks and recreation facilities or residential zone. The proposed location is located in a commercial or industrial zone, or its equivalent as may be amended, of the City.

Should your application go forward to Phase II, a notification of the public hearing will be sent to all property owners within the 600' buffer zone. Friendly reminder, if you choose to go forward and submit your application, the application fee is non-refundable.

Please submit this letter with your application for proof of mapping & research.

Sincerely,


Nancy Marcus
Administrative Assistant I
Special Business Permits

Enclosure: Map



Premises and Property Verification

Letter of Intent

**Cassidy/
Turley/ BT**
Commercial

555 12th Street, Suite 1400 Oakland, CA 94607
T 510.485.8000 F 510.485.1350 www.cbt.com

October 13, 2011

Ryan Dalton
Steve Banker
LCB Associates
388 - 17th St. #200
Oakland, CA. 94612

Re: Proposal to Purchase 1540-1544 Broadway, Oakland, CA

Dear Ryan and Steve:

On behalf of Abatin Wellness Center of Oakland, a cooperative corporation and/or Assigns ("Buyer"), this is a Proposal to Purchase ("Proposal") of the above-referenced real property ("Property"), on the following terms and conditions:

1. **Seller:** 1540 Broadway Ave Properties LLC
2. **Buyer:** Abatin Wellness Center of Oakland, a cooperative corporation
3. **Property:** APN # 008-0822-007 on a ±11,370 square foot parcel, with the building square footages as listed below:

1540 Broadway	Ground	±4,123 SF
	Basement	±1,380 SF
1542 Broadway	Ground	±1,387 SF
1544 Broadway	Ground	±4,452 SF
	Second	±1,574 SF
	Basement	±837 SF
4. **Sale Price:** The Purchase Price shall be Two Million Dollars (\$2,000,000).
5. **Initial Deposit:** Upon the execution of the Purchase and Sale Agreement ("Agreement"), Buyer shall deposit into escrow the amount of Twenty Thousand Dollars (\$20,000.00) which shall be refunded in the event that any of the conditions outlined below are not satisfied by Buyer.
6. **Deposit Increase:** An additional Twenty Thousand Dollars (\$20,000.00) shall be deposited upon waiver of all contingencies, at which time the total deposit of Forty Thousand Dollars (\$40,000.00) shall become non-refundable, but shall be applicable to the Purchase Price.

**Cassidy/
Turley/ BT**
Commercial

7. Physical Contingencies: Buyer shall have Forty Five (45) days from execution of the Purchase and Sale Agreement to waive Title, CC&R's, Existing Leases, Physical and Boundary Survey, Environmental Inspection, Appraisal, Structural Inspection, State of California Approval of Funds and Governmental Approvals for Buyer's intended use of the Subject Property.
8. Brokers/Agents: Cassidy Turley BT Commercial represents the Buyer and shall be paid a commission equal to 2.5% of the sale price.
9. Close of Escrow: Escrow shall close Ten (10) days after the removal of contingencies.
10. Closing Cost and Prorations:
- a) Escrow Fees: Buyer/ Seller Split
 - b) Title Insurance: Buyer
 - c) County Transfer Taxes: Seller
 - d) City Transfer Taxes: Buyer/ Seller Split
 - e) Balance of closing costs shall be paid per custom in Alameda County.
11. Expiration: This letter shall automatically be null and void unless Buyer has signed the acknowledgement on or before 5:00 p.m., PST, Thursday, October 13, 2011.

This proposal is intended to be a non-binding statement of the terms of a proposed transaction and to reflect the parties' interest in pursuing further discussions concerning the property. It is subject to the preparation and agreement by the parties and their respective counsel of documents reflecting the terms and conditions set forth herein. It is understood and agreed that no agreements shall bind either party until a full and final written purchase agreement is prepared, reviewed and approved by the parties' respective counsel, if any, and fully and mutually executed by the parties hereto.

Each party acknowledges that it has incurred, and will incur, costs and expenses in connection with the transaction contemplated hereby, including but not limited to the costs of due diligence, of assessing the economic and other merits of the proposal, and legal expenses in connection with the preparation of a final and binding agreement, all of which costs are incurred at such party's sole cost and risk, and not in reliance upon any act or representation of the other party or its agent. Each party likewise acknowledges that either party may terminate the negotiations at any time for any reason, or for no reason, without liability or obligation whatsoever to the terminating party. Any agreement reached pursuant to these discussions shall be subject to all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or subject matter of this Agreement, including but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Realty Property Tax Act, the Comprehensive Response Compensation and Liability Act, and Americans with Disabilities Act.

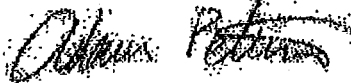
The parties expressly acknowledge that Broker has made no independent determination or investigation regarding the following: present or future use or zoning of the property; ADA-related issues; fire department approvals; environmental matters affecting the Property; the condition of the Property, including, but not limited to structural, mechanical and soils conditions, or issues relating to hazardous wastes or substances as set out above; violations of the Occupational Safety and Health Act or any other federal, state, county or municipal laws, ordinances, or statutes; measurements of land and/or buildings. Lessee is advised to contact a professional, such as a civil engineer, industrial hygienist or other persons

**Cassidy/
Turley** BT
Commercial

with experience in these matters, to advise on these matters. Lessee is advised to do an independent investigation regarding such items.

If the terms contained in this Letter are acceptable, please have the Buyer so indicate by signing in the space provided and return to the undersigned.

Sincerely,
CASSIDY TURLEY BT COMMERCIAL



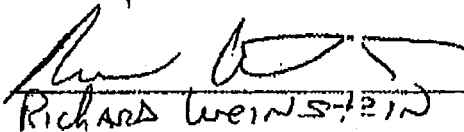
Adam Peterson
Associate
DRE Lic. #01780043

AGREED AND ACCEPTED:

**SELLER: 1540 BROADWAY AVE
PROPERTIES LLC**

BUYER: Abatin Wellness Center

By:


Richard Weinstein

By:



Title:

MEMBER

Title:

Vice president

Date:

10/13/11

Date:

10-13-11

Real Property Disclosures

Cassidy Turley BT Commercial ("Broker") provides this Notice in reference to a proposed transaction by and between 1540 Broadway Ave Properties LLC ("Seller") and Abatin Wellness Center of Oakland, a cooperative corporation ("Buyer") regarding real property identified as: 1540-1544 Broadway, in the City of Oakland, California (the "Property"). This Notice applies to any transaction involving any type of real property, whether improved or unimproved. As used herein, "seller" includes, where applicable, a seller, landlord, lessor, or sublessor, and "buyer" includes, where applicable, a buyer, tenant, lessee, or subtenant.

HAZARDOUS MATERIALS AND UNDERGROUND STORAGE TANKS

Comprehensive federal and state laws and regulations ("Laws") control the use, storage, handling, removal and disposal of hazardous substances ("Hazardous Materials"). The term "Hazardous Materials" includes, but is not limited to, products containing petroleum, paint, solvents, lead, cyanide, DDT, inks, acids, pesticides, ammonium, asbestos, heavy metals, PCBs and a wide variety of other products. Hazardous Materials may be present at the Property due to current or prior use, or the use of adjacent properties. Some Laws impose liability upon owners, tenants, and users for clean-up costs and damages, regardless of such party's lack of fault or involvement in the presence of such Hazardous Materials. Other

Articles of Incorporation And Bylaws

3415904

ARTICLES OF INCORPORATION
OF
ABATIN WELLNESS CENTER OF OAKLAND,
A COOPERATIVE CORPORATION

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

OCT 07 2011

ARTICLE I

The name of this corporation is Abatin Wellness Center of Oakland, a Cooperative Corporation.

ARTICLE II

A. This corporation is a cooperative corporation organized under the Consumer Cooperative Corporation Law. The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under such law.

B. The specific purpose of this corporation is to coordinate and facilitate the collective or cooperative efforts by members, and only by members, pursuant to California Health & Safety Code Section 11362.775, in strict compliance with California law, and to perform any and all acts that may be authorized, required or permitted to be done in accordance with California law to further the foregoing or to provide for the health, comfort, or wellbeing of its members.

ARTICLE III

This corporation shall have, exercise, and possess all the rights, powers, and privileges generally granted to a cooperative corporation by the laws of the State of California.

ARTICLE IV

The principal office of this corporation is in Oakland, California. The name and address in the State of California of the initial agent for service of process for this corporation shall be:

Lawrence Schnapp, Esq.
1801 Century Park East, Suite 1600, Los Angeles, CA 90067

ARTICLE V

The voting powers of the members of the corporation are equal as each member is entitled to one vote. The proprietary interests of the members of the corporation are unequal, and the rules by which the proprietary interests are determined shall be prescribed in the bylaws of the corporation.

ARTICLE VI

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its directors or officers or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments on and distributions in furtherance of the purposes set forth in Article II hereof.

ARTICLE VII

Upon the dissolution or final liquidation of the corporation, the board of directors shall, after paying or making provisions for the payment of all liabilities of the corporation, dispose of all assets of the corporation for the purposes hereinbefore set forth in Article II or otherwise within the intentment of Section 501(c) of the United States Internal Revenue Code.

ARTICLE VIII

The affairs of the corporation shall be managed by a board of directors. The number of directors and the length of their terms of office shall be established in the bylaws.

ARTICLE IX

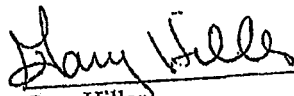
To the fullest extent provided under California Law, directors, officers, employees and members of the corporation shall not be personally liable for the obligations of the corporation.

ARTICLE X

The corporation is authorized to indemnify officers, directors, agents and employees to the fullest extent permissible under California law.

ARTICLE XI

These articles of incorporation may be amended in the manner authorized by law and the bylaws of the corporation at the time of amendment.



Gary Hiller
Incorporator

Abatin Wellness Center of Sacramento
A Cooperative Corporation

2100 29th Street
Sacramento, CA 95817

October 7, 2011

California Secretary of State
1500 11th Street
Sacramento, CA 95814

Re: Consent to use name

To Whom It May Concern:

Abatin Wellness Center of Sacramento, a Cooperative Corporation, organized under the laws of the state of California, hereby consents to the use of the name of Abatin Wellness Center of Oakland, a Cooperative Corporation, upon the filing of Articles of Incorporation in the state of California.

Abatin Wellness Center of Sacramento, a Cooperative Corporation, has caused this consent to be executed by its President, this 7th day of October, 2011.

Abatin Wellness Center of Sacramento,
a Cooperative Corporation

By: Aundre Speciale
Name: Aundre Speciale
Title: President



I hereby certify that the foregoing
transcript of 5 page(s)
is a full, true and correct copy of the
original record in the custody of the
California Secretary of State's office.

OCT 10 2011

Date:

Debra Bowen

DEBRA BOWEN, Secretary of State

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

ABATIN WELLNESS CENTER OF OAKLAND, A COOPERATIVE CORPORATION

FILE NUMBER: C3415904
FORMATION DATE: 10/07/2011
TYPE: DOMESTIC NONPROFIT CORPORATION
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is authorized to
exercise all of its powers, rights and privileges in the State of
California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of October 11, 2011.

Debra Bowen

DEBRA BOWEN
Secretary of State

**PROPOSED BYLAWS OF
ABATIN WELLNESS CENTER OF OAKLAND,
A COOPERATIVE CORPORATION**

**TO BE PRESENTED FOR RATIFICATION
AT THE FIRST MEETING OF THE COOPERATIVE'S
BOARD OF DIRECTORS**

ARTICLE I.

IDENTITY

Section 1.01. Name.

The name of this organization is Abatin Wellness Center of Oakland, A Cooperative Corporation (the "Cooperative").

Section 1.02. Place of Business.

The principle administrative office of the Cooperative shall initially be located in Oakland, California, and may be relocated as may be determined to be appropriate by the Board of Directors. Notwithstanding the foregoing, medical marijuana cultivation will be conducted by Members (as defined in Section 3.01 of these Bylaws) in locations to be determined by such Members, provided that cultivation in such locations is consistent with state and local laws.

Section 1.03. Definitions

Terms used but not otherwise defined in these Bylaws that are defined by the Consumer Cooperative Corporation Law of the State of California (the "Consumer Cooperative Corporation Law") shall have the respective meaning given such terms under the Consumer Cooperative Corporation Law.

ARTICLE II.

PURPOSE AND POWERS

Section 2.01. Business Purpose.

The Cooperative is organized and shall conduct its business for the mutual benefit of its Members as patrons of the Cooperative. The Cooperative shall coordinate and facilitate the collective cultivation of medical marijuana by and among its Members suffering from chronic or persistent medical symptoms associated with a serious illness, in accordance with the laws of the State of California.

Section 2.02. Rights, Powers and Privileges.

The Cooperative shall possess and exercise all the rights, powers, and privileges generally granted to a cooperative corporation organized under the laws of the State of California.

ARTICLE III.

MEMBERSHIP

Section 3.01. Classification of Members.

The Cooperative shall have two (2) classes of Members, (i) holders of Class A Membership(s) and (ii) holders of Class B Membership(s). Holders of Class A Membership(s) and holders of Class B Membership(s) are collectively referred to herein as "Members" and are each individually referred to herein as a "Member." "Membership" refers to the rights a Member has pursuant to the Cooperative's articles of incorporation, these Bylaws and the California Consumer Cooperative Corporation Law.

Section 3.02. Membership Qualifications.

Any natural person may become and remain a Member of the Cooperative by:

- a. Satisfying the requirements under California law to qualify as one of the following:
 1. a Qualified Patient (as defined in California Health & Safety Code Section 11362.7(f));
 2. a Person with an Identification Card (as defined in California Health & Safety Code Section 11362.7(c)); or
 3. a Primary Caregiver (as defined in California Health & Safety Code Section 11362.7(d)).
- b. Making full payment for a Membership, the price of which shall be determined from time to time by the Board of Directors in its sole discretion, unless the Board of Directors determines, in accordance with Section 4.01 of these Bylaws, that Membership(s) shall be issued for no consideration.
- c. Making full payment of any Membership fee or fees imposed by the Board of Directors pursuant to Section 3.06 of these Bylaws.
- d. Being a resident of the state of California.
- e. Being at least eighteen (18) years of age with a valid driver's license or other form of state-issued identification.
- f. Completing, agreeing to, and executing a Cooperative Membership Application, Cooperative Membership Terms and Conditions, and any and all additional paperwork as may be required by the Board of Directors and being approved for Membership by the Cooperative.
- g. Complying with any and all conditions and requirements as may be prescribed by the Board of Directors.

Section 3.03. Rights and Responsibilities.

Each Member, regardless of class:

1. Is eligible to be appointed by the Board to any committee designated by the Board;
2. Shall comply with regulations which further the purposes of the Cooperative as may be determined by the Board;
3. Shall promptly pay any fee or debt incurred to the Cooperative as may be determined by the Board;
4. Shall act reasonably and comply with state and local laws and regulations at all times while on or near Cooperative premises. For the purposes of this subsection, unreasonable conduct shall include, but not be limited to, actual or threatened violence, battery, assault, or harassment towards any Cooperative employee, Member, customer, or other individual lawfully permitted on Cooperative premises; and
5. Shall have such other rights and responsibilities as set forth in the Articles, these Bylaws or pursuant to the California Cooperative Corporation Law.

Section 3.04. Acceptance of Members.

Applications for Membership shall be reviewed by the Board of Directors or by an individual or committee duly authorized by the Board of Directors to admit Members. If accepted, the applicant shall be admitted to Membership. If rejected, the applicant shall be entitled to a refund of any amounts paid for Membership.

Section 3.05. Recurring Membership Fee.

A recurring, nonrefundable Membership fee, the amount and frequency of which may be determined by the Board of Directors, may be charged to, and collected from, each Member.

Section 3.06. Shareholders and Members.

The terms "share(s)" and "Membership(s)" shall be synonymous throughout these Bylaws.

ARTICLE IV.

MEMBERSHIP CONSIDERATION

Section 4.01. Membership Issuance.

Membership may be issued for no consideration or for such consideration as is determined from time to time by the Board of Directors. If Membership is issued for no consideration, then it shall be Class A Membership.

Section 4.02. Membership Receipt and Disclosure Document.

- a. Except as provided in Section 4.03(b) of these Bylaws, the Cooperative shall provide the purchaser of a Membership with a "disclosure document," prior to issuing a Membership. The disclosure document may be a prospectus, offering, circular, brochure, or similar document, a specimen copy of a Membership certificate, or a receipt that the Cooperative proposes to issue. The disclosure document shall contain the information required by Section 12401 of the California Cooperative Corporation Law.
- b. The Cooperative shall issue a receipt or written advice of purchase to anyone purchasing a Membership for economic consideration upon the Member's first purchase of a Membership. No disclosure document need be provided to an existing Member prior to the purchase of additional Memberships if that Member has previously been provided with a disclosure document that is accurate and correct at the time of the purchase of additional Memberships.
- c. The Cooperative may, but need not, issue Membership certificates to Members in a form approved by the Board of Directors provided that any such certificate must include a restrictive legend as is recommended by the Cooperative's legal counsel.
- d. Nothing in this section shall restrict the Cooperative from issuing identity cards or similar devices to Members which serve to identify Members qualifying to benefit from the services of the Cooperative.

Section 4.03. Prohibition on Transfer of Membership.

No Membership in this Cooperative may be assigned or transferred except as provided in Section 4.06 and 5.04 of these Bylaws. Any attempted assignment or transfer shall be wholly void and shall confer no rights on the intended assignee or transferee.

Section 4.04. Insolvency Delay.

The Cooperative shall delay the purchase of Memberships as described in Section 5.04 of these Bylaws if the Cooperative, in making such purchase is, or as a result hereof would be, likely to be unable to meet its liabilities (except those whose payment is otherwise adequately provided for) as they mature.

Section 4.05. Unclaimed Equity Interests.

Any Membership of a Member, together with any accrued and unpaid dividends and patronage distributions related to that Member, that would otherwise escheat to the State of California as unclaimed personal property shall instead become the property of the Cooperative, subject to the Cooperative's compliance with Section 12446 of the California Cooperative Corporation Law.

ARTICLE V.

MEMBERSHIP TERMINATION

Section 5.01. Voluntary Withdrawal.

A Member shall have the right to resign from the Cooperative and terminate his or her Membership by providing the Cooperative a written notice of resignation. The resignation shall become effective immediately without any action on the part of the Cooperative.

Section 5.02. Death.

A Membership shall immediately terminate upon the death of the Member holding such Membership.

Section 5.03. Expulsion.

- a. A Member may be expelled from the Cooperative by resolution adopted by a two-thirds (2/3) vote of all Directors of the Board of Directors for failure to comply with these Bylaws, rules, or regulations of the Cooperative, or for any other justifiable reason. Expulsion shall become effective at such time determined by the Board of Directors in accordance with these Bylaws. On expulsion, the name of the expelled Member shall be stricken from the Membership register and all of his or her rights shall cease except as provided in Section 5.04 of these Bylaws.
- b. Prior to expulsion of a Member, the Board of Directors shall give such Member at least fifteen (15) days advance written notice prior thereto and the reasons thereof. Such Member shall have the opportunity to be heard, orally or in writing, not less than five (5) days before the effective date of expulsion by the Board.
- c. The notice required pursuant to Section 5.03(b) of these Bylaws may be given by any method reasonably calculated to provide actual notice, including mail, courier, and/or electronic delivery. Any notice given by mail must be given by first-class or registered mail sent to the last known address of the Member included on the books of the Cooperative or provided by the Member. If no address appears or is given, notice shall be given at the principal office of the Cooperative.

Section 5.04. Settlement of Members' Membership(s).

If a Membership is terminated for any reason set forth in this Article of the Bylaws other than death, the Membership(s) held by the Member may be purchased by the Cooperative, subject to Section 4.05 of these Bylaws, within one (1) year of the date of termination to the extent of the paid-up value of the Member's Membership(s) on such date. The Board of Directors, in so settling the Member's Membership(s), shall have the right to set off any and all indebtedness of the Member to the Cooperative. The paid-up value of the Member's Membership(s) is the monetary amount paid by the Member for such Membership(s) in accordance with Section 4.01 of these Bylaws.

ARTICLE VI.

MEMBERSHIP MEETINGS

Section 6.01. Location.

Meetings of Members shall be held at a place to be determined by the Board of Directors.

Section 6.02. Regular Annual Meetings.

A regular meeting of Members shall be held annually at a time and place to be determined by the Board of Directors for the purpose of transacting any proper business, including the election of Directors that may come before the meeting. If the day fixed for the regular meeting falls on a legal holiday, the meeting shall be held at the same time and place on the next day.

Section 6.03. Special Meetings.

Special meetings of Members for any lawful purpose may be called by the Board of Directors, the President, or by five percent (5%) or more of the Members.

Section 6.04. Time for Notice of Meetings.

Whenever Members are required or permitted to take action at a meeting, a written notice of the meeting shall be given not less than ten (10) nor more than ninety (90) days before the date of the meeting to each Member who is entitled to vote on the record date for notice of the meeting. In the case of a meeting of Members specially called pursuant to Section 6.03 (other than by the Board of Directors), within twenty (20) days after receipt of a written request, the Secretary shall cause notice to be given to the Members entitled to vote that a meeting will be held at a time fixed by the Board of Directors not less than thirty-five (35) nor more than ninety (90) days after receipt of the request.

Section 6.05. Method of Giving Notice.

Notice shall be given by any method reasonably calculated to provide actual notice, including mail, courier, e-mail and/or other electronic delivery, provided that such method complies with state law. Any notice given by mail must be given by first-class or registered mail

sent to the last known address of the Member included on the books of the Cooperative or provided by the Member. If no address appears or is given, notice shall be given at the principal office of the Cooperative.

Section 6.06. Record Date for Notice.

The record date for determining the Members entitled to notice of any meeting of Members is thirty (30) days before the date of the meeting.

Section 6.07. Contents of Notice.

The notice shall state the place, date, and time of the meeting, and the means of electronic transmission by and to the corporation, if any. The notice of a regular meeting shall state any matters that the Board of Directors, at the time of giving notice, intends to present for action by the Members. The notice of a special meeting shall state the general nature of the business to be transacted. The notice of any meeting at which Directors are to be elected shall include the names of all nominees at the time of giving notice.

Section 6.08. Waivers, Consents and Approvals.

The transactions of a meeting, whether or not validly called and noticed, are valid if a quorum is present and each of the absent Members who are entitled to vote, either before or after the meeting, sign a written waiver of notice, consent to the holding of the meeting, or approval of the minutes of the meeting. All waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. A Member's attendance at a meeting shall constitute a waiver of notice of the meeting, unless the Member objects at the beginning of the meeting. However, attendance at a meeting is not a waiver of any right to object to the consideration of matters required to be included in the notice but not included, if an objection is made at the meeting.

Section 6.09. Quorum at Meeting.

The lesser of two hundred fifty (250) Members or Members representing five percent (5%) of the voting power shall constitute a quorum at a meeting of Members. Any Bylaw amendment to increase the quorum may be adopted only by approval of the Members. When a quorum is present, the affirmative vote of the majority of the voting power represented at the meeting and entitled to vote shall be the act of the Members, unless provided otherwise by these Bylaws or statute. The only matters that may be voted upon at any regular meeting actually attended by less than one-third (1/3) of the voting power are matters notice of the general nature of which was given pursuant to the first sentence of Section 6.04 of these Bylaws.

Section 6.10. Loss of Quorum at Meeting.

The Members present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, if the action taken, other than adjournment, is approved by at least a majority of the Members required to constitute a quorum, or such greater number as provided by statute or these Bylaws.

Section 6.11. Adjournment for Lack of Quorum.

In the absence of a quorum, any meeting of Members may be adjourned by the vote of a majority of the votes represented in person, but no other business may be transacted except as provided in Section 6.10 of these Bylaws.

Section 6.12. Adjourned Meetings.

The Cooperative may transact any business at an adjourned meeting that could have been transacted at the original meeting. When a meeting is adjourned to another time or place, no notice is required if the time and place are announced at the original meeting. If the adjournment is for more than forty-five (45) days or if a new record date is fixed, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at the meeting.

Section 6.13. Voting of Memberships.

- a. Unless provided otherwise in the Articles of Incorporation, these Bylaws, or by statute, each Member of the Cooperative is entitled to one (1) vote on each matter submitted to a vote of all Members as a single class at all general or special Membership meetings, regardless of the number of Memberships owned by such Member.
- b. The record date for determining the Members entitled to vote at a meeting or cast written or digital electronic ballots is the day on which the first ballot is mailed or solicited unless otherwise determined by the Board.
- c. Cumulative voting shall not be permitted for any purpose.
- d. Voting by proxy shall not be permitted for any purpose.
- e. Voting for Directors shall be conducted in accordance with Article VII of these Bylaws.

Section 6.14. Use of Written Ballots at Meetings.

A combination of written ballot, digital electronic ballot, and personal voting may be used at any regular or special meeting of Members, and may be used for the election of Directors. Prior to the meeting, the Board of Directors may authorize distribution, in a manner consistent with applicable law and Section 6.05 of these Bylaws, of a ballot to every Member entitled to vote. When ballots are distributed, the number of Members voting at the meeting by written or digital electronic ballot shall be deemed present at the meeting for purposes of determining a quorum but only with respect to the proposed actions referred to in the ballots.

Section 6.15. Contents of Written Ballot Used at Meetings.

Any written or digital electronic ballot used at a meeting shall set forth the proposed action to be taken, provide an opportunity to specify approval or disapproval of the proposed action, and, and shall state that unless revoked by the member voting in person at the meeting, the ballot will be counted if received by the Cooperative on or before the time of the meeting with respect to which it was sent.

Section 6.16. Action by Ballot without Meeting.

Any action that may be taken at any regular or special meeting, including election of Directors, may be taken without a meeting through distribution of a written or digital electronic ballot to every Member entitled to vote on the matter. The Secretary shall cause a vote to be taken by written or digital electronic ballot on any action or recommendation proposed in writing by at least twenty percent (20%) of the Members.

Section 6.17. Ballot Used without Meeting.

- a. Any ballot used without a meeting shall set forth the proposed action, provide an opportunity to specify approval or disapproval of any proposal, and provide a reasonable time within which to submit the completed ballot to the Cooperative.
- b. If the Cooperative has one hundred (100) or more Members, the form of ballot distributed personally, electronically or by mail or other means to ten (10) or more Members shall afford an opportunity to specify a choice between approval and disapproval of each matter or group of related matters intended, at the time of distribution, to be acted on by the ballot. The form must also provide that whenever the person solicited specifies a choice with respect to any matter, the vote will be cast in accordance with that choice.
- c. A written or digital electronic ballot cannot be revoked. Approval by written or digital electronic ballot shall be valid only when the number of votes cast by ballot within the time period specified equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

Section 6.18. Solicitation of Written Ballots.

Ballots shall be solicited in a manner consistent with Sections 6.05, 6.17, and 6.19 of these Bylaws. The solicitations shall indicate the number of responses needed to meet the quorum requirement and specify the time by which the ballot must be received to be counted. Ballots other than for the election of Directors shall state the percentage of approvals necessary to pass the measure.

Section 6.19. Withholding Vote.

In an election of Directors, any form of ballot, which names the candidates for Director and which the Member has marked "withhold" (or otherwise indicated that the authority to vote in the election of Directors is withheld) shall not be used for voting in that election.

Section 6.20. Appointment of Inspectors of Election.

In advance of any meeting of Members, the Board of Directors may appoint inspectors of election to act at the meeting and any adjournment. If inspectors are not appointed or if any appointed persons fail to appear or refuse to act, the chairperson of the meeting may and, on the request of any Member, shall, appoint inspectors at the meeting.

Section 6.21. Duties of Inspectors of Election.

The inspectors shall determine the number of Memberships outstanding and the voting power of each, the number represented at the meeting, and the existence of a quorum. They shall receive votes, ballots, and consents, hear and determine all challenges and questions regarding the right to vote, count and tabulate all votes and consents, determine when the polls will close, and determine the result. They may do those acts which are proper to conduct the election or vote with fairness to all Members. The inspectors shall perform these duties impartially, in good faith, to the best of their ability, and as expeditiously as is practical.

Section 6.22. Member-Initiated Referendum.

To empower the majority of Members and assure that positions held by the majority are dealt with responsibly and appropriately by the Board, Members may initiate a Member-initiated advisory action, or referendum, to the Board in accordance with Section 7.22 of these Bylaws.

Section 6.23. Electronic Questionnaire.

In any and all instances where ballots are to be used pursuant to Article VI of these Bylaws, electronically transmitted questionnaires provided in accordance with Section 7.22 of these Bylaws may be utilized to satisfy the ballot requirement, provided that any and all such questionnaires comply with state law.

ARTICLE VII.

DIRECTORS

Section 7.01. Number.

The Cooperative shall have three (3) Directors, collectively known as the Board of Directors, one (1) of whom shall be elected by Members holding Class A Membership(s), as a class, in the manner set forth in these Bylaws and who shall be referred to as Class A Directors, and 2 (two) of whom shall be elected by Members holding Class B Membership(s), as a class, in the manner set forth in these Bylaws and who shall be referred to as Class B Directors.

Section 7.02. Qualifications.

The Directors of the Cooperative must be Members of the Cooperative.

Section 7.03. Nomination.

- a. The Board of Directors shall prescribe reasonable nomination and election procedures for the election of Directors given the nature, size, and operations of the Cooperative. The procedures shall include: (1) a reasonable means of nominating persons for election as Directors, (2) a reasonable opportunity for a nominee to communicate the nominee's qualifications and the reasons for the nominee's candidacy to the Members, (3) a reasonable opportunity for all nominees to solicit votes, and (4) a reasonable opportunity for all the Members to choose among the nominees.

- b. When the Cooperative distributes any material soliciting a vote for any nominee for Director in any publication owned or controlled by the Cooperative, it shall make available to each other nominee, in the same material, an equal amount or space with equal prominence to be used by the nominee for a purpose reasonably related to the election. The Cooperative shall mail, physically or electronically, within ten (10) business days to all Members any material related to the election which a nominee for Director has furnished, upon written request and payment of mailing costs by the nominee, or allow the nominee to obtain the names, addresses, and voting rights of Members within five (5) business days after the request.

Section 7.04. Election.

The Directors shall be elected at the annual meetings or by written or digital electronic ballot in accordance with Sections 6.16 to 6.19 of these Bylaws. The candidate(s) receiving the highest number of votes from each class, up to the number of Directors to be elected by such class as specified in Section 7.01 shall be elected.

Section 7.05. Terms of Office.

The terms of office for Directors shall be four (4) years, provided, however, that in the event a Director is appointed or is elected to complete the remainder of the term of a former Director who was not able or not capable of completing his or her full term, then the term of office for the new Director appointed or elected to complete the term will be equal to the length of time remaining in the prior Director's term. Each Director shall hold office until the expiration of the term for which elected and until the election and qualification of a successor, unless such Director has been removed from office.

Section 7.06. Compensation.

The Directors shall serve with or without compensation as may be determined from time to time by the Board of Directors in its sole discretion. Notwithstanding the foregoing, Directors may be paid in advance or reimbursed by the Cooperative for their actual and reasonable expenses incurred in the performance of their duties as Directors of the Cooperative. Officers of the Cooperative may also be paid in advance or reimbursed for such expenses.

Section 7.07. Call of Meetings.

Meetings of the Board of Directors may be called by the President, any Vice-President, the Secretary, or any two Directors.

Section 7.08. Place of Meetings.

Meetings of the Board of Directors may be held at any place designated in the notice of the meeting, or, if not stated in a notice, by resolution of the Board.

Section 7.09. Presence at Meetings.

Directors may participate at meetings of the Board through the use of conference telephone, electronic video screen communication, or electronic transmission, as long as all participating Directors can hear one another. Participation by communications equipment described above constitutes presence at the meeting.

Section 7.10. Regular Meetings.

Regular meetings of the Board of Directors shall be held, without call or notice, at the principal office of the Cooperative immediately following the annual meeting of Members, as set forth in Section 6.02 of these Bylaws.

Section 7.11. Special Meetings and Notice.

Special meetings shall be held on four (4) days' notice by first-class mail or forty-eight (48) hours notice delivered personally, electronically, or by telephone or telegraph. Notice of regular or special meetings need not be given to any Director who signs a waiver of notice, a written consent to holding the meeting, or an approval of the minutes (either before or after the meeting), or who attends the meeting without protesting prior thereto or at its commencement, the lack of notice to that Director. All waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings.

Section 7.12. Quorum at Meetings.

A majority of the authorized number of Directors constitutes a quorum for the transaction of business.

Section 7.13. Acts of Board at Meetings.

Unless provided otherwise in the Articles of Incorporation, these Bylaws, or by statute, every act, or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present is the act of the Board. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for the meeting or a greater number required by the Articles, these Bylaws, or by statute.

Section 7.14. Adjournment of Meetings.

A majority of the Directors present, whether or not a quorum is present, may adjourn to another time and place. If the meeting is adjourned for more than twenty-four (24) hours, notice of the adjournment shall be given prior to the time of the adjourned meeting to the Directors who were not present at the time of adjournment.

Section 7.15. Action without Meeting.

Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all Directors individually or collectively consent in writing to the action.

The consents shall be filed with the minutes of the proceedings of the Board. Action by written consent has the same force and effect as a unanimous vote of the Directors.

Section 7.16. Executive Committees.

- a. The Board of Directors may create one or more committees to serve at its pleasure by resolution adopted by a majority of the number of Directors then in office when a quorum is present. Each committee shall consist of two (2) or more Directors appointed by a majority vote of the Directors then in office.
- b. Any committee, to the extent provided in the resolution of the Board, shall have all the authority of the Board, except with respect to the following actions:
 1. The approval of any action for which the approval of the Members or a majority of all Members is required by law;
 2. The filling of vacancies on the Board or in any committee that has the authority of the Board;
 3. The fixing of compensation of the Directors for serving on the Board or on any committee;
 4. The amendment or repeal of Bylaws or the adoption of new Bylaws;
 5. The amendment or repeal of any resolution of the Board which by its express terms are not amendable or repealable;
 6. The appointment of committees of the Board or the Members of such committees; and
 7. The expenditure of corporate funds to support a nominee for Director after there are more people nominated for Director than can be elected.

Section 7.17. Resignation of Directors.

Any Director may resign effective upon written notice to the President, the Secretary, or the Board of Directors, unless the notice specifies a later time for the effectiveness of the resignation. If a resignation is effective at a future time, a successor may be elected to take office when the resignation becomes effective.

Section 7.18. Removal of Directors.

Any Director may be removed without cause by the affirmative vote of a majority of all the holders of Memberships entitled to vote for such Director pursuant to Section 7.01, provided however that if the Cooperative has more than 50 Members, removal shall only require the affirmative vote of a majority of the holders of Memberships entitled to vote for such Director at a duly held meeting at which a quorum is present.

Section 7.19. Cause of Vacancies on Board.

Vacancies on the Board of Directors shall exist on the death, resignation, termination of Membership, or removal of a Director; whenever the authorized number of Directors is increased; whenever the Board declares an office vacant pursuant to Section 7.20 of these Bylaws; and on the failure of the Members to elect the full number of Directors authorized.

Section 7.20. Declaration of Vacancies.

The Board of Directors may declare vacant the office of any Director whose eligibility for election has ceased, who has been declared of unsound mind by a final order of court, who is convicted of a felony, or who has not attended two (2) or more consecutive regular or special meetings of the Board.

Section 7.21. Filling Vacancies on Board.

- a. Except for vacancies created by removal of a Director pursuant to Section 7.18 of these Bylaws:
 1. Class A Director vacancies on the Board may be filled by a majority of the remaining Class A Directors then in office, whether or not less than a quorum, or by a sole remaining Class A Director. Vacancies created by the removal of a Class A Director may be filled only by approval (as defined by Section 12224 of the California Cooperative Corporation Law) of the holders of Class A Membership Shares.
 2. Class B Director vacancies on the Board may be filled by a majority of the remaining Class B Directors then in office, whether or not less than a quorum, or by a sole remaining Class B Director. Vacancies created by the removal of a Class B Director may be filled only by approval (as defined by Section 12224 of the California Cooperative Corporation Law) of the holders of Class B Membership Shares.
- b. Holders of Class A Membership(s) or Class B Membership(s), as the case may be, may at any time elect a Director to fill any Class A Director or Class B Director vacancy, respectively, not filled by Class A Directors or Class B Directors, respectively, pursuant to Sections 7.21(a)(1) or 7.21 (a)(2) of these Bylaws, and may elect additional Directors following adoption of an amendment to the Bylaws authorizing an increase in the number of Directors, provided that only holders of Class A Membership(s) can elect Class A Directors and only holders of Class B Membership(s) can elect Class B Directors.

Section 7.22. Consideration of Member-Initiated Referendum.

- a. A referendum is a Member-initiated advisory action to the Board. It is structured as a progression of Member actions designed to empower the majority and also assure that positions held are dealt with responsibly and appropriately by the Board. It provides for Member input to the Board, which the Board must consider.

Section 8.02. Appointment and Resignation.

The officers shall be chosen by the Board of Directors and serve at the pleasure of the Board, subject to the rights, if any, of an officer under any contract of employment. Any officer may resign at any time on written notice to the Cooperative without prejudice to the rights, if any, of the Cooperative under any contract to which the officer is a party.

ARTICLE IX.

CORPORATE RECORDS AND REPORTS

Section 9.01. Required Records.

The Cooperative shall keep adequate and correct books and records of account and minutes of the proceedings of its Members, Board of Directors, and committees of the Board. It shall also keep a record of the Members, including the names, addresses, class of membership and number of Memberships held by each. The books, records and minutes shall be kept either in written form or in any other form capable of being converted into written form.

Section 9.02. Annual Report.

- a. For fiscal years in which the Cooperative has, at any time, more than twenty-five (25) Members, the Cooperative shall notify each Member yearly of the Member's right to receive an annual financial report as described below under subsection b. The Board of Directors shall promptly cause the most recent annual report to be sent to a Member on written request. The annual report shall be prepared no later than one hundred twenty (120) days after the close of the Cooperative's fiscal year. The annual report and any accompanying material may be sent by electronic transmission in accordance with applicable statute.
- b. The annual report shall contain in appropriate detail all of the following: (1) a balance sheet as of the end of the fiscal year, an income statement, and a statement of changes in financial position for the fiscal year; (2) a statement of the place where the names and addresses of the current Members are located; and (3) the statement required by Section 9.03 of these Bylaws.
- c. The annual report shall be accompanied by any pertinent report by independent accountants, or, if there is no such report, by the certificate of an authorized officer of the Cooperative that the statements were prepared without audit from the books and records of the Cooperative.

Section 9.03. Annual Statement of Transactions and Indemnifications.

In addition to the annual report described in Section 9.02 of these Bylaws, the Cooperative shall furnish annually (pursuant to Section 12592 of the Cooperative Corporation Law) to its Members and Directors a statement of the transactions and indemnifications to interested persons as described in Section 12592 of the California Cooperative Corporation Law. If the Cooperative does not issue an annual report pursuant to Section 9.02 of these Bylaws, such

statement shall be mailed or delivered to Members within one hundred twenty (120) days after the close of the fiscal year.

ARTICLE X.

INSPECTION RIGHTS

Section 10.01. Articles and Bylaws.

The Cooperative shall keep at its principal administrative office the original or a copy of its Articles of incorporation and Bylaws as amended to date, which shall be open to inspection by the Members at all reasonable times during office hours.

Section 10.02. Books and Records.

The accounting books and records and minutes of proceedings of the Members, the Board of Directors, and committees of the Board shall be open to inspection on the written demand of any Member at any reasonable time, for a purpose reasonably related to that person's interests as a Member. Every Director has the absolute right at any reasonable time to inspect all books, records, and documents of every kind, and to inspect the physical properties of the Cooperative.

Section 10.03. Inspection of Membership List.

- a. Subject to the Cooperative's right to set aside a Member's demand for inspection pursuant to Section 12601 of the California Cooperative Corporation Law and the power of the court to limit inspection rights pursuant to Section 12602 of the California Cooperative Corporation Law, and unless the Cooperative provides a reasonable alternative pursuant to Section 10.03(c) of these Bylaws, a Member or Members possessing five percent (5%) or more of the voting power may do either or both of the following for a purpose reasonably related to the Members' interest as Members:
 1. Inspect and copy the record of all the Members' names, addresses, and voting rights, at reasonable times, on making a written demand five (5) business days in advance which states the purpose for which the inspection rights are requested;
 2. Obtain from the Secretary, upon written demand and tender of a reasonable charge, a list of names, addresses, and voting rights of those Members entitled to vote for the election of Directors, as of the most recent record date for which it has been compiled, or as of a date specified by the Member subsequent to the date of demand. The demand shall state the purpose for which the list is requested. The Membership list shall be made available on or before the later of ten (10) business days after the demand is received or after the date specified as the date as of which the list is to be compiled.
- b. The Cooperative may deny access to the Membership list where it reasonably believes that the information therein will be used for another purpose or where the Cooperative provides a reasonable alternative pursuant to Section 10.03(c) of these Bylaws.

- c. The Cooperative may within ten (10) days after receiving a demand, deliver a written offer of an alternative method of achieving the purpose identified in the demand without providing access to or a copy of the Membership list. An alternative method that reasonably and in a timely manner accomplishes the proper purpose set forth in a demand made pursuant to Section 10.03(a) of these Bylaws shall be a reasonable alternative; unless the Cooperative fails to do the things that it offered to do within a reasonable time after acceptance of the offer. Any rejection of the offer shall be in writing and indicate the reasons the proposed alternative does not meet the proper purpose of the demand.

ARTICLE XI.

SURPLUS ALLOCATIONS AND DISTRIBUTIONS

Section 11.01. Fiscal Year.

The fiscal year of the Cooperative shall end at the close of the business day on the last day of the month of December of each year.

Section 11.02. Surplus and Patronage Defined.

- a. "Surplus" shall be defined as the excess of revenues and gains over expenses and losses for a fiscal year. Such surplus shall be determined in accordance with generally accepted accounting principles and shall be computed without regard to any patronage refunds, capital allocations, dividends, or income taxes.
- b. "Patronage" shall be defined as the measure of the value of each Member's individual activity in the Cooperative relative to the value of all Members' aggregated activity in the Cooperative over a period of time designated by the Board of Directors. Such patronage shall be quantified as a percentage, calculated by dividing the value of each Member's activity by the value of the aggregated activity of all Members over the period of time designated by the Board of Directors. Determinations of the value of Members' activities referenced in this section shall be made in the sole discretion of the Board of Directors.

Section 11.03. Annual Allocations and Distributions of Surplus.

- a. Before any patronage refunds are distributed for each fiscal year, any surplus should first be allocated to any deficit in the accounting of "retained earnings" of the Cooperative.
- b. After any deficit in retained earnings has been eliminated, the Board of Directors may declare a dividend upon the Class A Memberships, the Class B Memberships, or all Memberships at a rate not to exceed any maximum rate established by Section 12451 of the California Cooperative Corporation Law (taking into account any other "distributions" as defined by Section 12235 of the California Cooperative Corporation Law). No such dividends shall be cumulative.
- c. The Directors may then uniformly distribute the entire remaining surplus attributed to patronage of the Members of the Cooperative to such Members in accordance with Section 11.03(c)(1) and 11.03(c)(2) of these Bylaws. For the purposes of this subsection

of the Bylaws, the remaining patronage surplus shall be computed consistent with Subchapter T of the Internal Revenue Code, related Treasury Regulations, and related court and other relevant interpretations.

1. Any remaining patronage surplus attributed to the Members and to be distributed to them shall be the total remaining patronage surplus attributed to Member activity in the Cooperative (not reduced by dividends on Memberships but reduced by allocations to eliminate a deficit in retained earnings) multiplied by the ratio of Member patronage to total patronage.
 2. A Member is entitled to a patronage refund, if such is distributed, in the amount of the remaining patronage surplus, as determined by Section 11.03(c)(1) of these Bylaws, multiplied by the ratio of such Member's patronage with the Cooperative to the patronage of all Members within the Cooperative.
- d. Any dividends declared or patronage refunds paid or allocated pursuant to this section of the Bylaws may be in the form of Memberships, in whole or in part, subject to Sections 11.03(e) and 11.03(f) of these Bylaws.
 - e. If a Member owns three hundred dollars (\$300.00) or more in Memberships as of the end of the fiscal year for which dividends are declared or patronage refunds are to be paid or allocated, such Member shall receive all of her or his dividends and patronage refunds in cash. The three hundred dollar (\$300.00) amount shall be known as a Member's "Fair Share."
 - f. If the cash payment to a Member for such Member's dividends and patronage refunds together would total less than one dollar (\$1.00), the Board of Directors may distribute such dividends and patronage refunds to the Member wholly in Memberships.
 - g. Each person who becomes a Member of this Cooperative consents to include in his or her gross income for federal income tax purposes the amount of any patronage refund paid to him or her by this Cooperative in money or by written notice of allocation (as defined in the Internal Revenue Code), except to the extent that such a patronage refund is not income to the Member because (i) it is attributable to the purchase of personal, living, or family items, or (ii) it should properly be treated as an adjustment to the tax basis of property previously purchased. The term "patronage refund," as used herein, shall have the same meaning as the term "patronage dividend," as used in the Internal Revenue Code.
 - h. For the purpose of allocating and distributing any annual surplus, the entire operations of the Cooperative shall be considered as a unit; provided that by resolution of the Board of Directors, the Cooperative may distribute patronage refunds on the basis of the business transacted by each of the departments or divisions into which the operations of the Cooperative shall be divided by the Board for the purpose of such allocation.

ARTICLE XII.

LIQUIDATION

Section 12.01. Liquidation Preferences.

In the event of the liquidation or dissolution of the Cooperative, following the satisfaction of any and all obligations to creditors, the Cooperative's assets shall be distributed in the following order of priority: (i) first to the holders of Class B Membership(s) as a single class, paid pro-rata to each holder, in full, up to the amount of the purchase price paid upon issuance of such Class B Membership(s), (ii) second to the holders of Class A Membership(s) as a single class, paid prorata to each holder, in full, up to the amount of the purchase price paid upon issuance of such Class A Membership(s), and (iii) third to all Members as a single class without regard to whether such Members hold Class B Membership(s) or Class A Membership(s), paid pro-rata to each holder based on the number of Memberships held by each Member.

ARTICLE XIII.

LIMITATION OF LIABILITY; INDEMNIFICATION

Section 13.01. Limitation of Liability.

To the fullest extent provided under the California Cooperative Corporation Law, the private property of the Directors, officers, employees and Members of the Cooperative shall not, as such, be liable for the obligations of the Cooperative. To the fullest extent provided under the California Cooperative Corporation Law, a Director of the Cooperative shall not be liable to the Cooperative or its Members for monetary damages for breach of Directors duties to the Cooperative or its Members so long as the Director acts in good faith and in a manner such Director believes to be in the best interests of the Cooperative and with care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances

Section 13.02. Indemnification.

- a. To the fullest extent permitted by law, the Cooperative shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding, (other than an action by or in the right of the Cooperative to procure a judgment in its favor) by reason of the fact that such person is or was an agent of the corporation, against all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, provided such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Cooperative and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful.
- b. To the fullest extent permitted by law, the Cooperative shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding, by or in the right of the corporation to procure judgment in its favor by reason of the fact that such person is or was an agent of the corporation, against all expenses, judgments, fines, settlements

and other amounts actually and reasonably incurred in connection with such proceeding, provided such person acted in good faith, in a manner such person believed to be in the best interests of the Cooperative and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this subdivision:

1. In respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation in the performance of such person's duty to the corporation, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;
 2. Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or
 3. Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval.
- c. To the fullest extent permitted by law and except as otherwise determined by the Board of Directors in a specific instance, expenses incurred by a person seeking indemnification in defending any proceeding shall be advanced by the Cooperative before final disposition of the proceeding upon receipt by the Cooperative of an undertaking by or on behalf of that person to repay such amount unless it is ultimately determined that the person is entitled to be indemnified by the Cooperative for those expenses.
- d. The Cooperative shall have power to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, Directors, employees, and other agents, against any liability asserted against or incurred by such persons in such capacity or arising out of the person's status as such.

ARTICLE XIV.

BYLAW CHANGES

Section 14.01. Bylaw Changes by the Board.

Subject to the Articles of Incorporation, these Bylaws, and applicable statute, the Board of Directors may adopt, amend or repeal these Bylaws unless the action would:

- a. materially and adversely affect the rights or obligations of Members as to voting, dissolution, redemption transfer, distributions, patronage distributions, patronage, property rights, or rights to repayment of contributed capital;
- b. increase or decrease the number of Members or shares authorized in total or for any class;
- c. effect an exchange, reclassification, or cancellation of all or part of the Membership Shares;

- d. authorize a new class of Membership;
- e. change the number of Directors or establish a variable number of Directors;
- f. extend the term of a Director beyond that for which the Director was elected or increase the terms of the Directors;
- g. allow all or any portion of the Directors to hold office by virtue of designation or selection rather than by election by the Members; and
- h. allow the Board to fill Board vacancies occurring by reason of the removal of Directors.

Section 14.02. Bylaw Changes by the Members.

Subject to the Articles of Incorporation, these Bylaws, and applicable statute, where the Board of Directors is denied the right to adopt, amend, or repeal these Bylaws pursuant to Section 14.01 of these Bylaws, these Bylaws may be adopted, amended, or repealed by approval of the Members , provided, however, that no reduction in the authorized number of Directors shall have the effect of removing any Director prior to the expiration of his/her term of office.

Business Plan Overview

Compliance

Our entity is a cooperative corporation organized under the State of California's Consumer Cooperative Corporation Law.

In accordance with the Attorney General Guidelines for the security and non-diversion of marijuana grown for medical use, the entity will: 1) ensure that marijuana grown for medical purposes remains secure and does not find its way to non-patients, illicit markets or those not affiliated with our cooperative; 2) help law enforcement agencies perform their duties effectively and in accordance with California law, and 3) help patients and primary care givers understand how they may cultivate, transport, possess, and use medical marijuana under California law.

Our cooperative will further comply with the Attorney General Guidelines in the following ways: 1) not-for-profit operation will be maintained by ensuring that earnings and savings of the business are used for the general welfare of its members or equitable distribution to members in the form of cash, property, credits, or services; 2) a business license and sellers permit will be obtained as required by the City; 3) transactions are subject to Sales Tax, therefore all transactions for medical marijuana will include sales tax to be paid to the State Board of Equalization; 4) written Membership Applications will be required to be completed and staff will take step to ensure hat such documents are reviewed, understood, and not merely signed in a cursory manner. The membership documents and approval process will include: a) verification of the individuals status as a qualified patient or primary caregiver, b) agreement by the member not to distribute marijuana to any third-party (unless the member is a primary caregiver, in which case the marijuana can be given to the patient being for whom care is being given); c) agreement not to use marijuana for any purpose other than medical purposes.

Copies of all records will be maintained on site. A electronic database will also be maintained on-site with off-site backups, in order to track membership, recommendation and identification expirations.

Conditions for membership will be strictly enforced. Members found to be in violation of the membership agreement will be removed from the active membership list in accordance with the membership terms and conditions, corporate governance principles enumerated in the cooperative's bylaws, and provisions set forth in the California Consumer Cooperative Code and prohibited from participating in the affairs of the Cooperative.

Our cooperative will cultivate medical marijuana only through the collective cultivation efforts of constituent members in good standing with the cooperative and will allocate such legally cultivated marijuana to members in good standing with the cooperative. To prevent diversion all marijuana will be tracked from cultivation to consumption, thus creating a 'closed-circuit' of marijuana cultivation and consumption.

Further compliance to the operating criteria for dispensing of medical marijuana pursuant to State law, including California health and Safety Code § 11362.7 *et seq.*, the Oakland Municipal Code, and the City Administrator's Regulations is evidenced throughout the remainder of this document.

Introduction and Mission

Our specific mission is to facilitate and coordinate safe, reliable and legal access to medicinal marijuana by Qualified Patients and persons who possess a valid Identification Card (as such capitalized terms are defined in Sections 11362.7(f) and (g) respectively of the California Health and Safety Code), who are also current constituent members, in good standing, of Abatin Wellness Center of Oakland, a cooperative corporation. The context for this specific mission is, and will remain, our broader goal of helping relieve chronic or persistent pain and other debilitating symptoms suffered by those with serious illness or affliction.

Our vision is to be the pre-eminent cooperative in the State of California with regard to providing the highest level of patient care based on exceeding expectations, requirements and regulations in each of the following areas:

- Sensitivity, Discretion and Confidentiality
- Member-Patient and Neighborhood Safety
- Regulatory Compliance
- Availability and Dissemination of Valuable Information
- Consistent Quality and Variety of Medicine
- Meaningful and impactful Member-Patient Involvement
- Continuous Improvement

Our role is to facilitate and coordinate the efforts of member-patients who associate as members within our organization to participate in, actively support, and otherwise benefit from, the collective cultivation of medical marijuana in accordance with section 11362.775 of the California Health and Safety Code.

The following activities are essential to performing our role as one of the pre-eminent medical cannabis cooperatives in the State of California:

- Conducting thorough intake interviews and initial assessments with member-patients regarding their physical and mental health condition,
- Identifying previously utilized therapies to address symptoms associated with such conditions,
- Educating member-patients on the medicinal qualities of various strains of Cannabis

- Documenting the effects of various strains of cannabis on our member-patients symptoms and conditions,
- Anticipating the evolving needs of our member-patients

Management Plan

The applicant has extensive experience and understanding of Medical Marijuana dispensaries and cultivation techniques as well as an acute understanding of the science behind the medicine.

Our President is committed to hiring qualified staff from the local labor pool and confident in his ability to attract and retain the most experience and qualified employees available. Oakland residents will be preferred.

Specific names of managers, along with Live Scan service documents, will be submitted after an extensive interviewing and background check process.

We presently have a several management candidates with extensive experience in dispensary management. We also have a local and regional network of industry professionals from which our staff will be selected.

The applicant and / or manager will be responsible to receiving, logging, and responding to complaints regarding the facility. Upon hiring a qualified dispensary manager these responsibilities will be shared with that person and / or their designate.

- Job Descriptions (examples only. Full job descriptions will be prepared for all positions)

POSITION (Title) : Manger (1)

DUTIES AND RESPONSIBILITIES:

The facility Manager is responsible for all of the day to day activities required to operate the facility. These include, but are not limited to: HR and personnel management, Intake and inventory tracking of cannabis, including inspection, sampling, packaging and labeling. Reception and admittance activities. POS system operation. Patient database . Employee training. Security.

QUALIFICATIONS:

Knowledge of: medicinal marijuana, medical office procedures, HR, POS and database systems. Management or business degree.

POSITION (Title) : Counselor (5)

DUTIES AND RESPONSIBILITIES:

Meet with qualifying patients and primary caregivers to discuss various aspects of their treatment. Enter pertinent information into patient database. Educate patient and primary caregivers on various strains of medicinal marijuana, methods of administration and recent medical studies on the effects of marijuana. Discuss other AWC services that may enhance

the patients experience such as support groups, seminars, reading material, community outreach programs, etc..

QUALIFICATIONS:

Extensive knowledge of Medicinal Marijuana strains and their effects. Understanding of medical office procedures and policies. Excellent verbal communication skills. Computer skills.

POSITION (Title) : Inventory Manager (1)

DUTIES AND RESPONSIBILITIES:

Conduct 'Crop Yield Analysis'. Prepare and maintain documents that account for all medicinal marijuana planted, cultivated, harvested, destroyed, reprocessed and transferred to the Pre-Weigh area.

QUALIFICATIONS: Background in farming or gardening. Business management or equivalent degree. Excellent math and computer skills (spreadsheets).

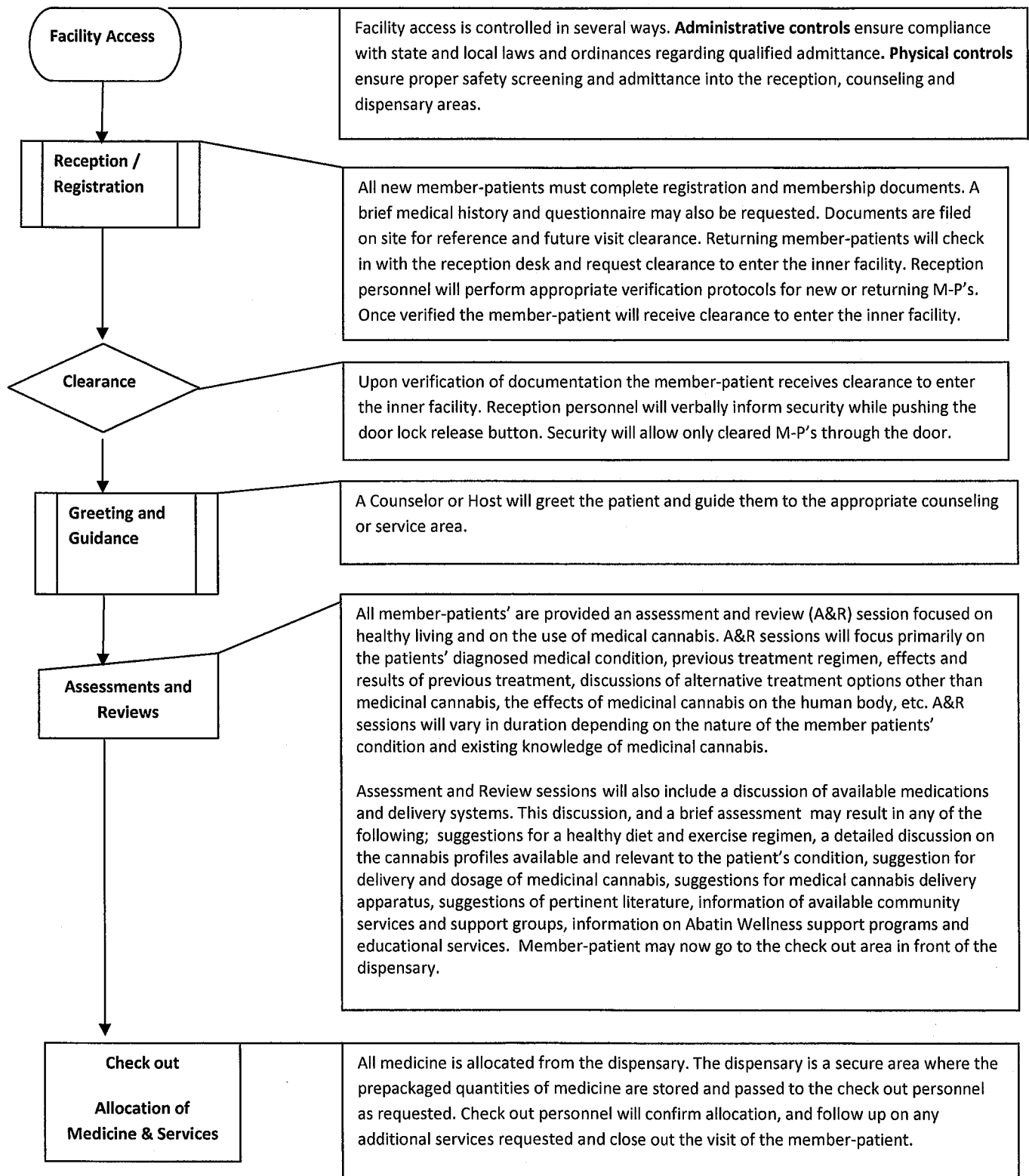
Hours of Operation

The operating hours of the dispensary will not exceed the period of 7:01am to 7:59pm. The initial operating hours will be 10:00am to 7:00pm, seven days a week. The dispensary may be closed on selected holidays.

Please refer to Appendix A for Membership Information
and Terms and Conditions

Please refer to Appendix B for facility floor plans and improvement diagrams

FACILITY / MEMBER FLOW



EDUCATION AND ASSESSMENTS

➤ Assessments and Reviews

Initial visits to Abatin Wellness Center involve an assessment and information gathering. This information will help focus future visits on specific issues related to the member-patients health.

During each subsequent visit to Abatin Wellness Center member-patients are provided a routine assessment and review of the effects and efficacy of various medical marijuana strains on the symptoms associated with the member-patients serious medical condition or illness.

This assessment will, among other things, contrast the impact between previously used treatments and the use of medical marijuana. Information and data collected during assessments and reviews (other than personally identifiable information) will be used for research, analysis, and feedback to the cooperatives members.

Information will also be available to researchers, doctors and other science and health care professionals.

All assessment and review information and data will be recorded and kept on file.

➤ Trained Counselors & Assessment specialists

Abatin counselors are trained regarding healthy living practices, nutrition, medical cannabis, serious illness, substance abuse and other relevant topics geared toward improving the quality of life of our members.

Abatin counselors conduct Assessments and Reviews that are focused on the member-patients diagnosed medical condition, previous treatment regimen, effects and results of previous treatment, discussions of alternative treatment options, current scientific information, etc. As part of the assessment and review session Abatin counselors provide information relating to new developments and discoveries involving medicinal marijuana.

➤ Educational Materials

Education efforts highlight current research studies regarding methods of administration and the health effects of medical cannabis.

Abatin Wellness Center provides various forms of literature for use in our reading room. The majority of literature available is books, pamphlets, brochures, magazines and hand outs that address various aspects of illnesses and diseases as they relate to medical cannabis.

Abatin Wellness Center offers seminars and educational workshops and presentations relating to medical cannabis.

All workshops, presentations and seminars will be scheduled on the social services and education calendar.

SERVICES

➤ Reading Room

Abatin Wellness Center provides a reading room for member-patients to use during scheduled reading room hours. AWC provides an abundance of reference materials, books, periodicals, pamphlets, brochures, etc.

Our library of reading materials is reviewed and updated on a routine basis so that we ensure that the most current, accurate and up to date material is available to our member-patients

➤ Support Groups

Abatin Wellness Center facilitates the organization and routine meetings of various support groups for our member-patients.

These member-patient groups include, and are certainly not limited to:

- Veterans
- Multiple Sclerosis
- HIV / AIDS
- Pain Management
- Cancer patients
- Primary Care Givers

➤ Media Center / Meeting Room

Abatin Wellness Center offers a Media Center and Meeting Room for use to member-patients. Members may schedule the room for group social events, movies, presentations, and meetings. Members have full use of the media capabilities of the room. The room is available during normal operating hours.

MEDICINE

➤ Chain of Custody

“Chain of Custody” is the chronological documentation or ‘paper trail’ showing Custody, Control and Transfers of cannabis from the moment it arrives on the premises to the moment it leaves the premises. This is a cultivation to consumption tracking method.

Inventory of medical cannabis is controlled through a strict ‘Chain of Custody’ Standard Operating Procedure. The purpose of the Chain of Custody SOP is to detail the process used for controlling and accounting for all medical cannabis received by members of the cooperative, and allocated to members of the cooperative.

The Chain of Custody procedure is intended to ensure that there is a ‘Closed-Circuit’ of cultivating, receiving, packaging and allocating medical cannabis. This procedure ensures that quantities of medical cannabis received are allocated to qualified patients only and that there can be no ‘re-distribution’ or diversion of the medical cannabis.

➤ Receiving Medicine from Member-Patient Cultivators (MPC)

Intake of Cannabis is overseen, coordinated and approved on behalf of the Cooperative solely by an authorized and qualified Medical Cannabis Intake Specialist.

An intake specialist will meet with the MPC to evaluate the cannabis submitted for contribution to the cooperative. If the cannabis meets the initial acceptance criteria the MPC will be asked to submit a ‘Cultivation Reimbursement Request’.

This document collects important data about the strain and the growing conditions. It also enables AWC to assign an individual lot code to this specific quantity of medical cannabis. This lot code will follow this specific quantity of marijuana from acceptance into the dispensary to allocation and consumption by the member-patient.

➤ Receiving Medical Marijuana from on-site Cultivation

All medical marijuana cultivated on-site will be entered into the facilities inventory and quality control systems.

➤ Inventory Control

Inventory of medical cannabis is also controlled through the POS system, a series of manual checks and a strict 'Chain of Custody' protocol. Initial receipt of bulk medicine is entered into the system and assemblies are then created as the bulk medicine is packaged in smaller quantities and allocated to member-patients.

Abatin Wellness Center also conducts a rigorous inventory 'cycle count' program. In this program we select several items throughout the day and first check the inventory quantity in the system. Then we physically locate all of the items and count them. The actual inventory count is then compared to the 'system' inventory count. Any discrepancy must be investigated.

➤ Quality Control

All medicine received by Abatin Wellness Center is inspected and sampled by designated Quality Control personnel in accordance with Abatin Standard Operating Procedures.

Upon receipt all medicine is assigned a unique lot number. This lot number is used for tracking purposes and is included in the labeling of medicine.

Visual inspection is conducted of the entire lot for contaminants, foreign matter, seeds, excessive leaf matter, etc.

Samples are taken from various areas within the bulk container of medicine. Samples are then submitted to a laboratory for analysis and safety screening.

This includes Microbiological and pesticide screening tests and Analytical testing for cannabinoid and terpene profiles.

PLEASE SEE PRODUCT SAFETY SECTION FOR MORE DETAILS

Community Benefits Plan

One community benefit provided by the Applicant will be the Applicant's focus on emphasizing community wellness and a unique evidence-based and scientific approach to medical marijuana.

The facility will provide information to local Cannabis-friendly substance abuse education programs on the risks of cannabis dependency from the use of medical marijuana.

Approximately, 9% of marijuana users develop some form of dependency, yet little information about dependency is provided to medical marijuana qualified patients about this risk. Recent studies indicate that dependency risks from medical cannabis use can be reduced through use of medical cannabis containing a higher percentage of cannabidiol (CBD) in ratio to its THC content. The facility intends to counsel its membership to encourage the use of medical cannabis higher in CBD and provide access to cannabis strains with CBD.

Additionally, the Applicant is committed to a level of operational excellence and community integration that will render moot any possibility of the facility creating a nuisance or having a negative impact on facility's neighbors or the City.

Nuisance Risk and Negative Impacts Reduction

1. All facility members and staff will be counseled about the ongoing need to minimize noise production.
2. The facility will use activated charcoal filtration to scrub all air within the facility and vented from the facility to eliminate odor.
3. All facility members will be counseled to park in facility parking, rather than parking on the street. Facility members will be counseled not to bring non-members with them to the facility to reduce the likelihood of loitering outside the facility.
4. All facility members will be counseled to plan their visits to the facility and anticipate their medicinal needs to minimize their number of visits.
5. The facility will have an active water and waste management program with comprehensive recycling of paper, plastic and glass. The facility will hire Peralta Services Corporation to help maintain the grounds and sidewalks around the facility. Staff will collect litter around the facility daily.
6. All exterior trash receptacles will be clearly labeled in Spanish and English to indicate that they contain no medical marijuana or residue.
7. All waste products containing medical marijuana residues or trash will be incinerated in consultation with the Oakland Police Department.
8. Facility staff will walk door-to-door in the neighborhood to establish friendly and responsive lines of communication with the community. Staff will provide 24-hour printed contact numbers for the facility to report concerns, problems, or suggestions.

9. The facility's perimeter video security system and records will be made available to the Oakland Police Department, independent of dispensary operations, to assist in public safety matters as the Department sees fit.

The Applicant intends to provide significant and ongoing financial support derived from its operation to benefit Oakland community service and arts organizations. Organizations identified by the Applicant for this support include Unity Council, Alameda County Community Food Bank and the Oakland Art Murmur organization. Additionally, the Applicant will provide ongoing support to reading programs and school library fundraising drives at Oakland schools.

Labor and Employment Practices

The Applicant is organizing the Dispensary as a member-owned cooperative under California law, where qualified patients may purchase a true cooperative interest in the Facility. All efforts will be made to encourage an aggregate member-ownership consisting of 80% residents of Oakland.

The Applicant is committing to purchase and source, whenever feasible, at least 50% of its products, equipment and materials used in construction and operation of its Dispensary from Oakland businesses and to hire Oakland firms to provide construction services to the Applicant.

The Applicant will provide Equal Benefits and sign a Declaration of Non-Discrimination.

Product Safety

Our product safety program contains seventeen key elements.

1. All medical marijuana and medical marijuana products produced and provided by the facility will be screened for pathogenic molds, including *aspergillus*, *fusarium* and *penicillium* species. All mold testing will be conducted by a professional mycologist in the Bay Area at a professional microbiological facility. Established procedures for culturing and assaying pathogenic molds counts will be observed. No medical marijuana products will be approved, unless the assays observe that any of these products contain fewer than 100 colony-forming-units of pathogenic fungi per gram of medical marijuana or medical marijuana product. No medical marijuana product will be provided to membership, before its pathogenic mold screening is complete and management has approved the results of that screening. Every crop

received by the facility will be screened for these molds and the screening results included in our quarterly report to the city.

2.) All medical marijuana and medical marijuana products produced and provided by the facility will be screened for aflatoxins produced by pathogenic molds. No medical marijuana or medical marijuana product will be approved for patient use if trace amounts of aflatoxin exceed 5 nanograms per gram (5 ppb) of medical marijuana or medical marijuana product. Qualitative and quantitative aflatoxin screening will be conducted on a liquid chromatography/mass spectroscopy instrument by a professional chemist at a Bay Area laboratory using an independently validated method. No medical marijuana product will be provided to membership before its aflatoxin screening is complete and management has approved the results of that screening. Every crop received by the facility will be screened for these aflatoxins and the screening results included in our quarterly report to the city.

3.) All medical marijuana and medical marijuana products produced and provided by the facility will be screened for conventional pesticide residues using accepted assay techniques and sampling SOPs. All pesticide residue assays will be conducted on a liquid chromatography/mass spectroscopy instrument by a professional chemist using independently validated methods. Abatin will employ a professional laboratory in the Bay Area to conduct pesticide screenings. Abatin will maintain a zero tolerance policy that will reject any medical marijuana or medical marijuana product that tests positive for any residue of a conventional pesticide or fungicide that is not allowed or anticipated under the letter *and/or intent* of the Organic Foods Production Act or Title 7, Part 205 (the NOP). No medical marijuana product will be provided to Abatin membership before its pesticide screening is complete and Abatin management has approved the results of that screening. Every crop received by the facility will be screened for pesticide residues and these screening results included in our quarterly report to the city.

4.) All medical marijuana and medical marijuana products produced and provided by the facility will be screened for enterobacteria, including *e coli*, *salmonella*, and gram-negative pathogenic species. A professional microbiologist in the Bay Area at an established microbiological facility will conduct all enterobacteria screening on behalf of the facility. Established procedures and independently validated methods for culturing and assaying enterobacteria counts will be observed. The facility will maintain a zero tolerance policy towards *e coli*, *salmonella*, and gram-negative pathogenic bacteria on its medical marijuana. No medical marijuana product will be provided to membership, before its enterobacteria screening is complete and management has approved the results of that screening. Every crop received by the facility will be screened for enterobacterial contamination and these screening results included in our quarterly report to the city.

5.) To reduce the likelihood of fungal contamination during storage, all medical cannabis provided by facility will be cured to approximately 9% water weight before packaging to deter storage mold contamination, while protecting volatile constituents of the marijuana's medicinal chemistry. Spot checks will be performed monthly to calibrate temperature and humidity levels.

6.) All medical cannabis will be stored at 48° F and 54% RH to maintain its freshness and product safety, which is why the facility's vault-room will have precise environmental controls.

Any long-term storage of any medical marijuana will be at minus 2.2° F, which is optimal for protecting terpenoids and cannabinoids on medical marijuana. Spot checks will be performed monthly to calibrate storage conditions and methods.

7.) All medical marijuana at the facility will be inspected microscopically by staff for evidence of *botrytis cinerea* (gray mold) and *sphaerothecamacularis* and *leveillulataurica* (powdery mildew). While not pathogenic, these molds are indicative of poor cultivation technique and hygiene, therefore products infested with these molds will be rejected by the facility. Additionally, any damage to medical marijuana by spider mites or thrips infestation during cultivation will also be grounds for rejection by the facility.

8.) All medical marijuana and medical marijuana products in the facility will be qualitatively and quantitatively analyzed for cannabinoid and terpenoid content. Cannabinoid assays will be performed for the neutral and acidic forms of THC, CBD, CBN, and THVC. Cannabinoid assays will be performed by liquid chromatography/mass spectroscopy. Terpenoid assays will be performed by headspace analysis/gas chromatography/mass spectroscopy.

9.) All food products infused with medical marijuana provided by the facility will be produced by workers with certified food safety education and certification. All lots of both medical marijuana and infused products will be maintained within a strictly observed and traceable chain of custody, in case a recall of any product is required. A recall notification SOP will be available to the facility's management in case of the unlikely event of a product recall.

10.) All infused food products produced by the facility will be monitored on a batch-by-batch basis for effective potency, so that this potency maybe both communicated to members orally and clearly printed and indicated on the labeling affixed to each infused product. All necessary steps will be observed to ensure than active cannabis ingredients are evenly distributed through any infused food products to reduce the likelihood of overdosage. All recipes for food products will be parametric and available for inspection at the facility by health officials. All staff will be instructed on food safety basics, proper storage temperatures and handling methods, expiration dates and disposal techniques.

11.) All infused edible products will feature FDA-compliant labels with ingredients, nutrition information, and a food allergy warning.

12.) The facility staff will maintain an SOP and phone tree for accidental overmedication by members. All facility product labels will feature 24-hour telephone contact information for facility staff, in case of any accidental overmedication or adverse effects by a qualified member-patient. All member-patients will be counseled by staff on techniques for avoiding overmedication or adverse effects.

13.) All testing, whether it is for potency or contaminants, follows a standard operating procedure, as outlined here:

i.) Incremental samples – series of samples is selected from each lot of medical marijuana or medical marijuana products

ii.) Aggregate the sample – the incremental samples are homogenized to form a sample representation.

iii.) Subsample – a section of this homogenized mixture is tested or screened.

14.) All laboratories used by the facility will have their methods and results periodically validated through ring testing by other testing facilities.

15.) All products from the facility will be clearly and unambiguously labeled to identify the product as containing medical marijuana. No product will be labeled or packaged in any fashion to increase its appeal to minors. All packaging will feature a prominent anti-diversion warning. All packaging will feature tamper-resistant labeling containing both the patient's and recommending physician's names plus the name of the facility, to discourage diversion and accidental ingestion.

16.) All products will be labeled with form of medical marijuana product, its cannabinoid content, dominant terpenes, and expiration date for infused/edible products. The label will also feature a 24-hour contact number in case of adverse effects.

17.) A quarterly report will be provided to the City Of Oakland by the facility, that contains a list of all medical marijuana crops and products received during the preceding quarter and the results of all testing on those crops and products. The report will also contain any adverse effects reports, any emergency call reports, any product recalls, and any aberrant or unusual testing results.

LABEL EXAMPLE

**WARNING: CONTAINS MEDICAL MARIJUANA
KEEP OUT OF REACH OF CHILDREN & MINORS
DIVERSION OF MEDICAL MARIJUANA IS A CRIME**

Owner-Patient Name: J. Smythe - XXXXXX Cooperative, Oakland, CA
CA Physician: Dr. XXXX XXXX Recommendation expires: XX-XX-2012
Contains: X.X grams

Form: **cannabis indica ssp. xxxx dried flowers** - Strain "XXXXXX"
cannabinoid content: THC: XX%, CBD: XX%, CBN: XX%, THCV: XX%
terpene content: *example: myrcene, limonene, alpha-pinene*

IN CASE OF EMERGENCY-CALL 911 and 510-XXX-XXXX

STORE IN A COOL, DARK, DRY PLACE

DO NOT TRANSPORT ACROSS STATE LINES


DO NOT TRANSPORT ONTO U.S. GOVERNMENT PROPERTY

Attestation Statement



Attestation

I have personally read or prepared all statements, figures, amounts and other information incorporated within the enclosed application (the "Information") for a permit to establish and operate a Medical Cannabis Dispensary in the City of Oakland in accordance with the Oakland Municipal Code and pursuant to the laws of the State of California. By signing below, I hereby attest that all of the Information provided in this application is accurate and true to the best of my knowledge.

By: 

Montel B. Williams, President
Abatin Wellness Center of Oakland, a Cooperative Corporation

Date: October 13, 2011

Appendix A

INFORMATION FOR PROSPECTIVE MEMBERS

Thank you for your interest in Abatin Wellness Center of Oakland, a Cooperative Corporation ("the Cooperative").

The Cooperative is a not-for-profit cooperative established for the mutual benefit of its members suffering from chronic or persistent medical symptoms associated with a serious illness by facilitating safe and legal access to medical cannabis for its members in accordance with the laws of the State of California and the City of Oakland.

Under California law, qualified patients with valid county-issued Medical Marijuana Program identification cards or physician recommendations, and the designated primary caregivers of qualified patients with valid Medical Marijuana Program identification cards or physician recommendations, may associate within the State of California to collectively or cooperatively cultivate marijuana for medical purposes. (California Health & Safety Code § 11362.775.)

To ensure that the Cooperative can carry out its mission of providing safe and legal access to medical cannabis without impediments such as diversion of marijuana for non-medical purposes, we depend on our members to assist us in operating in the strictest compliance with California law. We therefore require all persons desiring to become members of the Cooperative to familiarize themselves with, and diligently abide by, the terms and conditions set forth below.

All prospective members of the Cooperative must read and complete the attached:

- (1) Cooperative Membership Application**
- (2) Cooperative Membership Terms and Conditions.**

In addition, all prospective members must present the following:

- (1) Valid identification (California Drivers License or State ID Card); and**
- (2) Valid and unexpired recommendation to use cannabis from a licensed California physician and, if under 18 years of age, a valid and unexpired California Medical Marijuana Program ID card.**

We recommend and prefer that all members obtain a Medical Marijuana Program identification card, but it is required by those under 18 years of age.

All prospective members will be interviewed and, subject to verification of qualifications and availability of new member openings, approved for membership in the Cooperative provided that payment of \$20.00 as consideration for membership is paid within sixty days of your first visit to the Cooperative and no later than your second visit to the Cooperative.

Please do not hesitate to contact the Cooperative Manager on site if you have any questions, comments or concerns.

MEMBERSHIP APPLICATION

Note: The information on this form is confidential and will not be provided to any third party unless required to do so by a court of law. Please print clearly to avoid errors that could delay processing.

Last name:	First name:	Middle initial:
Birth date:	CA DL/ID No.:	Phone:
Email address:		Can we send you info by email? Yes / No
Street address:	City:	State: ZIP Code:
Recommending physician's name:		Physician's phone:
What special knowledge, skills or abilities can you bring to the Cooperative?		
How did you hear about our Cooperative?		

By signing below, I hereby attest that each of the items included on this Membership Application are true and correct and acknowledge that I must pay consideration for membership in the Cooperative in the amount of twenty dollars (\$20.00).

Applicant Signature

Date

FOR OFFICE USE ONLY (to be completed by the Cooperative):

State Program Card:	Attached: Y / N	Verified: Y / N; By: _____	Expiration: ____/____/____
Dr. 's Recommendation:	Attached: Y / N	Verified: Y / N; By: _____	Expiration: ____/____/____
	License verified: Y / N	License Type: <input type="checkbox"/> Medical Board <input type="checkbox"/> Osteopathic Medical Board	
Caregiver Designation:	Attached: Y / N	Verified: Y / N; By: _____	Expiration: ____/____/____
Valid Identification:	Attached: Y / N	Verified: Y / N; By: _____	Expiration: ____/____/____
<input type="checkbox"/> Membership Accepted <input type="checkbox"/> Application Abandoned <input type="checkbox"/> Process Incomplete			By: _____

MEMBERSHIP TERMS AND CONDITIONS

Abatin Wellness Center of Oakland, a Cooperative Corporation (the "Cooperative") agrees to accept the individual named in the attached Membership Application (the "Member") as a member of the Cooperative and to coordinate and facilitate the association between Member and other members of the Cooperative to collectively or cooperatively cultivate medical cannabis and to allocate such cannabis among members of the Cooperative in accordance with California law, pursuant to the terms and conditions set forth herein (the "Agreement").

1. Authorizations: As a condition for Member's membership in the Cooperative, Member's participation in the activities of the Cooperative, and allocation of medical cannabis to Member from the Cooperative, Member undertakes the following authorizations.

1.1. Member authorizes the Cooperative and Member's physician to exchange information about Member to ensure compliance with this Agreement and state law and to verify that physician has recommended that Member use medical cannabis.

1.2. Member authorizes and directs the Cooperative to coordinate and facilitate the cultivation, transportation and allocation of medical cannabis for the benefit of Member and other members of the Cooperative, by and among the Cooperative's membership, pursuant to California state law.

1.3. Member authorizes and directs the Cooperative to cultivate and possess the maximum quantity of cannabis plants and harvested cannabis that Member is permitted to possess (after taking into account any quantity that Member cultivates and possesses individually), on an exclusive basis, pursuant to the laws of the State of California, and to aggregate such authorization together with all other members' authorizations such that each member of the Cooperative may benefit from allocations of any such items.

1.4. Effective upon the termination of Member's membership in the Cooperative, Member authorizes the Cooperative to retain cannabis plants cultivated on Member's behalf and cannabis harvested on Member's behalf during Member's membership in the Cooperative, and each remaining member of the Cooperative may continue to benefit from allocations of any such items.

2. Acknowledgements. As a condition for Member's membership in the Cooperative, Member's participation in the activities of the Cooperative, and allocation of medical cannabis to Member from the Cooperative, Member understands and acknowledges the veracity of each of the following statements.

2.1. The Cooperative may, in its sole discretion, terminate Member's membership in the Cooperative and ability to receive any allocation of medical cannabis through the Cooperative, based upon any indication of (i) possession, cultivation, transportation, warehousing, manufacturing, diversion or distribution of cannabis in violation of state law, (ii) abuse of medical cannabis (iii) a breach of any provision of this Agreement, or (iv) any misrepresentation or fraudulent activity to facilitate access to medical cannabis.

2.2. The Cooperative may, in its sole discretion, allocate medical cannabis to Member (i) in exchange for services rendered by Member to the Cooperative, (ii) based on amounts paid by Member to the Cooperative that are reasonably calculated to cover the Cooperative's overhead costs and operating expenses, (iii) for free, (iv) based on Member's patronage of the Cooperative, and/or based on any combination of these factors. In addition, Cooperative may, in its sole discretion, limit the quantity of medical cannabis allocated to member on any given day or other period of time.

2.3. The Cooperative may, in its sole discretion, refuse contributions of medical cannabis from Member, at any time, for any reason or for no reason.

2.4. If the Cooperative's board of directors determines that membership shall be issued for economic consideration, then, notwithstanding any provision herein to the contrary, Member shall not be issued Cooperative membership, as defined in California Corporations Code Section 12239, unless and until Cooperative receives such consideration in the amount set forth on the attached Membership Application.

2.5. An assessment and review conducted, attested to, and dated by Member's physician, or by a trained counselor made available by the Cooperative, of (i) the effect and efficacy of various medical cannabis profiles on symptoms associated with Member's medical condition, and (ii) a comparison of such effect and efficacy with previously utilized therapies to address such symptoms ("Assessment and Review") must be documented on a form provided by the Cooperative to be included in Member's records filed with the Cooperative in connection with allocation of medical cannabis to Member.

2.6. Member's Cooperative membership shall immediately and automatically terminate if properly documented evidence of a new Assessment and Review is made available to the Cooperative less frequently than once every 120 days.

2.7. According to the Surgeon General, chronic effects of cannabis use may include short-term memory impairment, impaired lung function similar to that found in cigarette smokers, decreased sperm count and mobility, interference with ovulation and pre-natal development, impaired immune response, adverse effects on cardiac function, and developmental effects in children and adolescents. According to the National Institute on Drug Abuse, certain studies reveal an association between cannabis use and increased risk of schizophrenia and, to a lesser extent, depression and anxiety. Some long-term adverse effects of cannabis use may not be known, due to the lack of research studies in that area.

2.8. Any and all methods of consumption and ingestion of medical cannabis on premises of the Cooperative utilized for allocation of medical cannabis to members is strictly prohibited pursuant to Section 5.80.040(A) of the Oakland Municipal Code.

2.9. Loitering in or around the Cooperative's property is prohibited and may be deemed criminal activity in violation of California Penal Code Section 647(h).

2.10. Member received the Cooperative's Membership Disclosure Document.

3. Covenants. As a condition for Member's membership in the Cooperative, Member's participation in the activities of the Cooperative, and allocation of medical cannabis to Member from the Cooperative, Member covenants and warrants as follows:

3.1. Member will contribute information, time, effort, skills or economic resources, as is feasible and needed, to the Cooperative for the mutual benefit of its members, including, but not limited to providing accurate and thorough responses during all Assessments and Reviews and participating in the collective or cooperative cultivation of medical cannabis.

3.2. Member will make available to the Cooperative documented results of an Assessment and Review conducted, attested to, and dated by Member's physician or by a trained counselor made available by the Cooperative, in connection with and as a prerequisite to, each allocation of medical cannabis to Member, and, in any event, not less frequently than once every 120 days, in accordance with Sections 2.5 and 2.6 above.

3.3. Member will reimburse the Cooperative for expenses incurred in connection with collective cultivation of medical cannabis coordinated and facilitated by the Cooperative in proportion to the share of cannabis that is allocated to Member.

3.4. Member will use cannabis allocated by the Cooperative solely for the medical condition(s) for which it was recommended by Member's recommending physician.

3.5. Member will keep medical cannabis allocated to Member from the Cooperative in a safe, secure, and private place not easily accessible by other persons, children, and pets and will take all reasonable steps necessary to prevent any diversion of such marijuana.

3.6. During such time as Member has paid for, and maintains, membership in good standing, Member will use best efforts to participate in elections conducted among the Cooperative's membership and to respond in a timely manner to requests and solicitations communicated by the Cooperative.

3.7. Member will inform any and all health care providers that examine Member, professionally consult with Member regarding Member's health, or prescribe medication for Member, of the dosage, quantity and frequency of Member's use of medical cannabis and of the delivery system(s) used by Member to utilize medical cannabis.

3.8. Member will immediately notify the Cooperative in writing of Member's intention to discontinue membership and participation in the Cooperative, however, failure to send such notification shall not, in any way, be determinative of whether Member has in fact discontinued membership and participation in the Cooperative.

3.9. Member will notify the Cooperative if the Member takes possession of cannabis from any source other than the Cooperative and explain the reason(s) for doing so.

3.10. Member will observe the Cooperative's Building Guidelines and Good Neighbor Policies as such guidelines may be amended from time to time.

3.11. Member will not, under any condition or circumstance:

- (a) Utilize medical cannabis on the property of the Cooperative or within 120 feet of the Cooperative's property.
- (b) Deviate from the dosage, frequency and delivery guidelines for using medical cannabis recommended by Member's physician or other reputable and knowledgeable source without the express, prior approval of Member's physician or such other source.
- (c) Allow a third party to possess or use, whether by sale, gift, or any other means, any medical cannabis allocated to Member through the Cooperative unless Member is a primary caregiver for such third party.
- (d) Cause harm or threaten to cause harm to himself, herself or others while on the property of the Cooperative.
- (e) Drive a vehicle or operate heavy machinery while impaired by cannabis.

4. Representations. As a condition for Member's membership in the Cooperative, Member's participation in the activities of the Cooperative, and allocation of medical cannabis to Member from the Cooperative, Member represents and affirms that each of the following statements is true and correct:

4.1. Member possesses a valid and unexpired recommendation to use cannabis from a licensed California physician who determined that Member's health would benefit from the use of cannabis, and, if under 18 years of age, possesses a valid and unexpired California Medical Marijuana Program ID card and has consent from a parent or guardian to join the Cooperative and receive allocations of medical cannabis from the Cooperative.

4.2. Member consulted with his/her recommending physician or other reputable and knowledgeable source about the appropriate quantity of medical cannabis Member should use, the appropriate frequency of such use, and the most appropriate method(s) to utilize the medicine, and will use best efforts to follow the advice and guidance he or she received.

4.3. If Member is a member of, or associated with, another cooperative or collective at the same time Member is an active member of the Cooperative, then the Disclosure Schedule attached hereto shall identify any such other memberships or associations and set forth the necessity for such multiple memberships or associations.

4.4. Except as disclosed on the Disclosure Schedule attached hereto, Member (i) does not have any affiliation, membership, or association with an entity, agency or organization that prohibits Member from joining the Cooperative, participating in the affairs of the Cooperative, or using medical cannabis allocated to Member through the Cooperative, and (ii) does not currently have, and has not previously had, any employment, consulting or contract relationship with a law enforcement or investigative department, agency or unit.

5. Limitation of Liability: Because the Cooperative merely coordinates and facilitates the cultivation and provision of medical cannabis by and among its individual members who associate with each other to collectively or cooperatively cultivate cannabis for medical purposes pursuant to the laws of the State of California, the Cooperative, as such, cannot subject itself to liability arising out of the actions of its individual member and therefore, limits its liability as set forth below:

5.1. As a condition to joining the Cooperative, entering the Cooperative's facility, associating with other Cooperative members to collectively or cooperatively cultivate cannabis for medical purposes, and utilizing medical cannabis and related products allocated to you through the Cooperative, Member, Member's heirs, and any and all agents or representatives of Member expressly and forever release the Cooperative, its officers, directors, managers, employees, agents, attorneys and members, from and against any and all lawsuits, demands, charges or claims now known, or discovered at any time in the future due to, related to or arising out of (i) the strength, potency, purity, toxicity, of any cannabis or related products Member may obtain through the Cooperative, (ii) the appropriateness for Member's condition of any cannabis and related products Member may obtain through the Cooperative, (iii) any loss, injury, damage or expense of any kind caused by any medical cannabis or related products Member may obtain through the Cooperative, and/or (iv) the use, storage, or handling of cannabis or related products Member may obtain through the Cooperative. Further, Member knowingly waives the provisions of California Civil Code Section 1542 which states in pertinent part that:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

5.2. Any and all medical cannabis and related services and products allocated to Member through the Cooperative will be provided solely on an "As Is" basis and the cooperative makes no warranties, guarantees or representations, either express or implied, regarding any matter, including without limitation, the merchantability, reliability, condition or fitness for a particular purpose of such items.

5.3. The Cooperative will in no event be responsible for any liability, claim, loss, injury, damage or expense of kind, whether direct, indirect or consequential caused by medical cannabis allocated to Member through the Cooperative or the lack of medical cannabis allocated to Member through the Cooperative.

5.4. Member shall be liable to the Cooperative for all expenses, including reasonable attorneys' fees, collection fees and court costs incurred in connection with any action brought to enforce the Cooperative's rights against Member under this Agreement.

6. General:

6.1. This Agreement is governed by the laws of the State of California.

6.2. No waiver by the Cooperative of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same or any other provision herein.

6.3. No remedy of the Cooperative shall be exclusive of any other remedy whether provided herein or available at law or in equity.

6.4. Provisions herein that refer to the Cooperative taking a certain action, or to the Cooperative receiving notice of a certain matter from Member, may be carried out by the Cooperative's President or by someone designated by the Cooperative's President or Board of Directors as having the authority to act on behalf of the Cooperative.

6.5. This Agreement cannot be assigned or transferred by Member, nor can this Agreement be modified or waived except by written instrument signed by the Cooperative or its authorized agent.

By signing below, Member affirms that he or she has carefully read, fully understands, accepts, and agrees to abide by, the terms and conditions set forth herein.

Signature of Applicant/Member/Patient

Date

Print Name: _____

Accepted and agreed to:

**ABATIN WELLNESS CENTER OF OAKLAND,
A COOPERATIVE CORPORATION**

By: _____

Name:

Its:

Date

EXHIBIT A

BUILDING GUIDELINES AND GOOD NEIGHBOR POLICIES

BUILDING GUIDELINES CHECKLIST	GOOD NEIGHBOR CHECKLIST
<p>To provide a safe atmosphere in and around the Collective's offices, all patients should follow these guidelines:</p> <ul style="list-style-type: none"><input type="checkbox"/> You must have and present to reception a valid and verifiable physician's recommendation to enter.<input type="checkbox"/> If you are under 18, you must have and present to reception a valid county-issued Medical Cannabis ID Card to enter.<input type="checkbox"/> No cell phones, cameras or recording devices may be used in the building.<input type="checkbox"/> No loitering is permitted in the building or the building's parking area.<input type="checkbox"/> Treat everyone in and around the building with respect and courtesy.<input type="checkbox"/> No weapons of any kind are allowed on the premises.<input type="checkbox"/> Pets are not permitted in the building unless they are service pets under your control.<input type="checkbox"/> No dispensing or consumption of alcoholic beverages in the building or parking area.	<p>Building positive relationships with homeowners and businesses in our neighborhood is vital to our operations. Please help us by always following these rules:</p> <ul style="list-style-type: none"><input type="checkbox"/> Always drive carefully and courteously.<input type="checkbox"/> Keep car stereo volume at courteous levels.<input type="checkbox"/> Use only the Cooperative's parking lot or public parking when visiting the Cooperative.<input type="checkbox"/> Do not linger in your car or on the sidewalk after you visit the Cooperative.<input type="checkbox"/> Keep all medicine out of plain view when you exit and as you drive away.<input type="checkbox"/> Do not consume cannabis in the parking lot or within public view in the neighborhood.<input type="checkbox"/> Never sell or distribute medicine you receive from the Cooperative.<input type="checkbox"/> Overnight parking is not permitted in the Cooperative's parking lot.<input type="checkbox"/> Do not leave children unattended in the parking lot or in your vehicle.

DISCLOSURE SCHEDULE

Disclosure 4.3: Are you currently a member of, or associated with, another cooperative or collective? If yes, please identify any such other memberships or associations and state the necessity for such multiple memberships or associations.

___ No.

___ Yes. _____

Disclosure 4.4(i): Do you have any affiliation, membership, or association with an entity, agency or organization that prohibits you from joining the Cooperative, participating in the affairs of the Cooperative, or using medical cannabis allocated to you through the Cooperative? If yes, please explain in the space provided below.

___ No.

___ Yes. _____

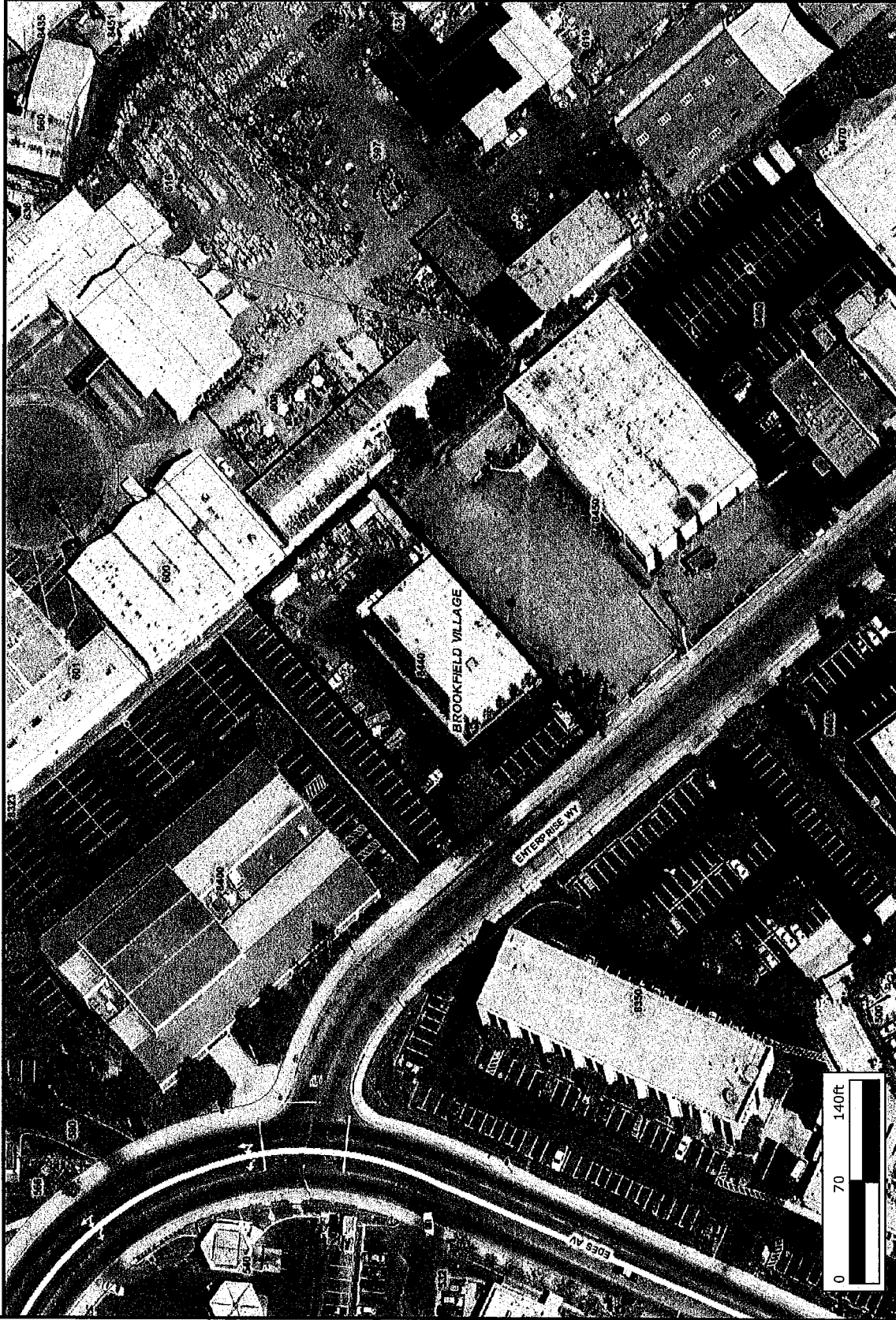
Disclosure 4.4(ii): Do you currently have or ever previously had any affiliation, employment, consulting or contract relationship with any law enforcement or investigative department, agency or unit? If yes, please explain in the space provided below.

___ No.

___ Yes. _____

Appendix B

GIS of 8440 Enterprise Way, Oakland, CA



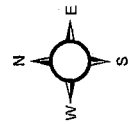
Legend

- Selected Features
- City Limits
- Parcels
- Freeways
- Major Sts
- Streets
- Water
- 2003 ORTHOPHOTOS

It is imperative that you obtain BOTH the Zoning and General Plan designations for the property(s) you are searching for.

Questions? Contact a planner at (510)238-3911.

Printed: 10/13/2011 10:58:25 AM





MEDICAL CANNABIS DISPENSARY
INFORMATION
(PLEASE PRINT)

Today's date: 10-10-11		City ID # MCD # 11068	
DISPENSARY INFORMATION:			
Legal name under which the Dispensary will be operating: Abatin Wellness Center of OAKLAND, A Cooperative Corporation			
Federal Tax ID#: 30-0701416		State Employer ID#: 007-4731-1	
Corp/LLC/LLP# (if applicable): Corporation			
Physical address of proposed Dispensary location (P.O. Box will not satisfy this requirement): 8440 ENTERPRISE WAY, OAKLAND, CA 94621			
Physical description (e.g. one story commercial building) of proposed Dispensary location: ONE STORY COMMERCIAL BUILDING			
Property Owner Name: Abatin Wellness Center		Property Owner Telephone Number: 310-860-0150	
Property Owner Address: 8440 Enterprise Way, OAKLAND CA 94621			
Assessor Parcel Number: 42-4318-38-2		Zoning District: IO and CR1	
CHECK ONE: With regard to the above property, the Dispensary applicant:			
<input checked="" type="checkbox"/> Owns		<input checked="" type="checkbox"/> Has signed Lease on (date) _____	
<input type="checkbox"/> Has option to lease			
Onsite Telephone Number (if one already exists): N/A			
FAX Number (if one already exists): N/A			

List information for person authorized to accept Service of Process on behalf of the Dispensary:

Name: JAMES ZAUN		
Address (PO Box(es) will not satisfy this requirement): * 9701 Wilshire Blvd, Beverly Hills, CA 90212 Suite 1110		
Phone Number(s) where person can be reached 24 hours a day:		
Home: [REDACTED]	Cell: [REDACTED]	Work: 310-860-0150

**UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS
IN LIEU OF A MEETING
ABATIN WELLNESS CENTER OF OAKLAND, A COOPERATIVE CORPORATION**

The undersigned, being the current duly appointed and qualified directors of Abatin Wellness Center of Oakland, a cooperative corporation existing under the laws of the State of California (the "Corporation"), does hereby waive any notice of, and dispense with the holding of, a meeting of the board of directors of the Corporation (the "Board"), and hereby adopts the following resolutions, takes the following actions, and transacts the following business of the Corporation by consent in writing in lieu of a meeting, pursuant to Section 12351(b) of the Consumer Cooperative Corporation Law.

WHEREAS, the undersigned have been appointed as members of the Board by the incorporator of the Corporation in accordance with authority granted to the incorporator pursuant to Section 12316 of the Consumer Cooperative Corporation Law; and

WHEREAS, the sole incorporator of the Corporation has resigned and the Board must now address certain corporate governance matters.

NOW, THEREFORE, BE IT RESOLVED, that each of the following individuals is hereby appointed, or reappointed as the case may be, to the office of the Corporation as set forth below and shall hold each such office until the appointment of a successor, or until his or her resignation, removal from office pursuant to the bylaws of the Corporation or other disqualification:

<u>Name</u>	<u>Office</u>
Montel Williams	President
Don Duncan	Secretary
James Zaun	Chief Financial Officer

and

RESOLVED FURTHER, that the Secretary of the Corporation shall record, or cause to be recorded, all proceedings of the Board and of membership holders, including all actions approved by unanimous written consent, in a book to be kept for that purpose at the principal executive office of the Corporation; and

RESOLVED FURTHER, that the minutes of all meetings of the Board and of membership holders shall include the following information in addition to a record of the proceedings: the time and place of the meeting; whether it is regular or special and, if special, how it was authorized; what notice of the meeting was given; the names of those present and absent from Board meetings; and the number of membership holders present at meetings of membership holders; and

RESOLVED FURTHER, that the Secretary of the Corporation is directed to procure a minute book and any other books and records that may be required by the Corporation; and

RESOLVED FURTHER, that a copy of the Articles of Incorporation of the Corporation bearing the file stamp and certification of the California Secretary of State shall be inserted in the minute book of the Corporation; and

RESOLVED FURTHER, that the bylaws attached hereto are hereby approved and adopted as the bylaws of the Corporation, and the Secretary of the Corporation is directed to certify one copy of the bylaws and keep that copy at the Corporation's principal executive office where it shall be open to inspection by the membership holders at all reasonable times during office hours, and to certify another copy of the bylaws and insert that copy in the minute book of the Corporation; and

RESOLVED FURTHER, that amounts due on account of attorney's fees and other costs connected with the formation of the Corporation, its submission to the City of Oakland in response to that city's Request for Permit Applications to engage in a Medical Cannabis Dispensary business, and any and all other related costs and expenses associated with the aforementioned activities, shall be a liability of the Corporation whether or not the services were performed before or after the date hereof, and such liabilities shall be repaid as soon as possible; and

RESOLVED FURTHER, that the officers of this Corporation shall, within 90 days after the date that the Articles of Incorporation of the Corporation were filed with the California Secretary of State, and annually thereafter during the applicable filing period as that term is defined in Section 12570(c) of the California Corporations Code, on a form prescribed by the Secretary of State, file with the Secretary of State the statement containing the information required by Section 12570 of the California Corporations Code; and

RESOLVED FURTHER, that the principal executive office of this Corporation shall be established and maintained at 8440 Enterprise Way in Oakland, California as soon as reasonably possible; and

RESOLVED FURTHER, that the officers of the Corporation are directed to procure in the name of the Corporation such licenses and permits as may be required to conduct the business of the Corporation by any state, county, or municipal governmental ordinance, regulation, or law, and to do all things necessary to qualify the Corporation to transact its business in compliance with the laws and regulations of any appropriate state, county, or municipal governmental authority; and

RESOLVED FURTHER, that the officers begin to prepare documents related to membership in the Corporation, including, but not limited to, a form of application and form of terms and conditions, to be presented to the Board for approval and adoption; and

RESOLVED FURTHER, that the officers of this Corporation be, and they are or any one of them is, hereby authorized from time to time, in the name and on behalf of this Corporation, and attested by an appropriate officer, if desired, to execute, make oath to, acknowledge and deliver any and all such orders, directions, certificates, notices, assignments and other documents, instruments and papers, and to do or cause to be done any and all such other acts and things as may be shown by his, her or their execution or performance thereof to be in his, her or their judgment necessary or desirable to fully carry out the intent and purpose of the foregoing resolutions, the taking of any such action or the execution and delivery of any such documents to be conclusive evidence that the same has been approved by this Board; and

RESOLVED FURTHER, that any action by any of the officers of the Corporation prior to the adoption of the foregoing resolutions, which is within the authority conferred thereby, is hereby ratified, confirmed and approved.

This written consent is executed pursuant to the Consumer Cooperative Corporation Law and the bylaws of this Corporation which authorize the taking of an action by the Board by consent in writing in lieu of a meeting and shall be filed with the minutes of the proceedings of the Board.

The undersigned current directors have each duly executed this consent in writing as of the 8th day of November, 2011.



Montel Williams

James Zaun

Aundre Speciale

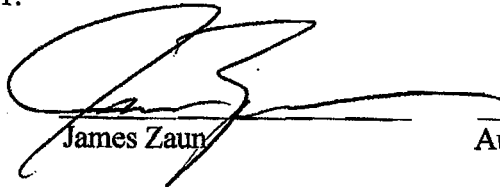
RESOLVED FURTHER, that the officers of this Corporation be, and they are or any one of them is, hereby authorized from time to time, in the name and on behalf of this Corporation, and attested by an appropriate officer, if desired, to execute, make oath to, acknowledge and deliver any and all such orders, directions, certificates, notices, assignments and other documents, instruments and papers, and to do or cause to be done any and all such other acts and things as may be shown by his, her or their execution or performance thereof to be in his, her or their judgment necessary or desirable to fully carry out the intent and purpose of the foregoing resolutions, the taking of any such action or the execution and delivery of any such documents to be conclusive evidence that the same has been approved by this Board; and

RESOLVED FURTHER, that any action by any of the officers of the Corporation prior to the adoption of the foregoing resolutions, which is within the authority conferred thereby, is hereby ratified, confirmed and approved.

This written consent is executed pursuant to the Consumer Cooperative Corporation Law and the bylaws of this Corporation which authorize the taking of an action by the Board by consent in writing in lieu of a meeting and shall be filed with the minutes of the proceedings of the Board.

The undersigned current directors have each duly executed this consent in writing as of the 8th day of November, 2011.

Montel Williams



James Zaun

Aundre Speciale

RESOLVED FURTHER, that the officers of this Corporation be, and they are or any one of them is, hereby authorized from time to time, in the name and on behalf of this Corporation, and attested by an appropriate officer, if desired, to execute, make oath to, acknowledge and deliver any and all such orders, directions, certificates, notices, assignments and other documents, instruments and papers, and to do or cause to be done any and all such other acts and things as may be shown by his, her or their execution or performance thereof to be in his, her or their judgment necessary or desirable to fully carry out the intent and purpose of the foregoing resolutions, the taking of any such action or the execution and delivery of any such documents to be conclusive evidence that the same has been approved by this Board; and

RESOLVED FURTHER, that any action by any of the officers of the Corporation prior to the adoption of the foregoing resolutions, which is within the authority conferred thereby, is hereby ratified, confirmed and approved.

This written consent is executed pursuant to the Consumer Cooperative Corporation Law and the bylaws of this Corporation which authorize the taking of an action by the Board by consent in writing in lieu of a meeting and shall be filed with the minutes of the proceedings of the Board.

The undersigned current directors have each duly executed this consent in writing as of the 8th day of November, 2011.

Montel Williams

James Zain


Aundre Speciale

11-689783



State of California Secretary of State

N

Statement of Information

(Domestic Nonprofit, Credit Union and Consumer Cooperative Corporations)

Filing Fee: \$20.00. If amendment, see instructions.
IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

DEC 30 2011

1. CORPORATE NAME

Abatin Wellness Center of Oakland, a Cooperative Corporation

C3415904

This Space for Filing Use Only

Due Date:

Complete Principal Office Address (Do not abbreviate the name of the city. Item 2 cannot be a P.O. Box.)

2. STREET ADDRESS OF PRINCIPAL OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
8440 Enterprise Way	Oakland	CA	94621
3. MAILING ADDRESS OF THE CORPORATION, IF REQUIRED	CITY	STATE	ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

4. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Montel Williams	8440 Enterprise Way	Oakland	CA	94621
5. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
Don Duncan	8440 Enterprise Way	Oakland	CA	94621
6. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
James Zaun	8440 Enterprise Way	Oakland	CA	94621

Agent for Service of Process (If the agent is an individual, the agent must reside in California and Item 8 must be completed with a California street address (a P.O. Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 8 must be left blank.)

7. NAME OF AGENT FOR SERVICE OF PROCESS

Lawrence Schnapp, Esq.

8. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
1801 Century Park East, Suite 1600	Los Angeles	CA	90067

Davis-Stirling Common Interest Development Act (California Civil Code section 1350, et seq.)

9. ☐ Check here if the corporation is an association formed to manage a common interest development under the Davis-Stirling Common Interest Development Act and proceed to Items 10, 11 and 12.

NOTE: Corporations formed to manage a common interest development must also file a Statement by Common Interest Development Association (Form SI-CID) as required by California Civil Code section 1363.6. Please see instructions on the reverse side of this form.

10. ADDRESS OF BUSINESS OR CORPORATE OFFICE OF THE ASSOCIATION, IF ANY	CITY	STATE	ZIP CODE
--	------	-------	----------

11. FRONT STREET AND NEAREST CROSS STREET FOR THE PHYSICAL LOCATION OF THE COMMON INTEREST DEVELOPMENT (Complete if the business or corporate office is not on the site of the common interest development.)	9-DIGIT ZIP CODE
---	------------------

12. NAME AND ADDRESS OF ASSOCIATION'S MANAGING AGENT, IF ANY	CITY	STATE	ZIP CODE
--	------	-------	----------

13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

12/30/11

James Zaun

CFO

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE

SI-100 (REV 10/2010)

APPROVED BY SECRETARY OF STATE



I hereby certify that the foregoing
transcript of 1 page(s)
is a full, true and correct copy of the
original record in the custody of the
California Secretary of State's office.

DEC 30 2011

Date: SH

Debra Bowen

DEBRA BOWEN, Secretary of State

Secretary of State

Administration

Elections

Business Programs

Political Reform

Archives

Registries

Other Services

Business Entities (BE)

Online Services

- Business Search
- Disclosure Search
- E-File Statements
- Processing Times

Main Page

Service Options

- Name Availability
- Forms, Samples & Fees
- Annual/Biennial Statements

Filing Tips

- Information Requests
(certificates, copies &
this reports)
- Advice of Process

FAQs

- Contact Information
- Resources

Business Entity Detail

Data is updated weekly and is current as of Friday, January 13, 2012. It is not a complete or certified record of the entity.

Entity Name:	ABATIN WELLNESS CENTER OF SACRAMENTO, A COOPERATIVE CORPORATION
Entity Number:	C3195455
Date Filed:	04/08/2009
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	2100 29TH ST
Entity City, State, Zip:	SACRAMENTO CA 95817
Agent for Service of Process:	HARRY NELSON
Agent Address:	11835 W OLYMPIC BLVD 9TH FL
Agent City, State, Zip:	LOS ANGELES CA 95817

Marcus, Nancy

From: Sanchez, Arturo M
Sent: Thursday, September 05, 2013 9:40 AM
To: Marcus, Nancy
Subject: Fwd: Abatin



FYI

Sent from my iPad

Begin forwarded message:

From: Zack Wasserman <ZWasserman@wendel.com>
Date: September 4, 2013 at 5:18:26 PM PDT
To: "Arturo Sanchez (asanchez@oaklandnet.com)" <asanchez@oaklandnet.com>
Subject: Abatin

Arturo – here is the current Officer and Board list, subject to the City's approval of Dombroski:

President: Ed Dombroski
Secretary: Don Duncan
Treasurer: James Zaun
Board members: Ed Dombroski, Aundre Speciale, James Zaun

R. Zachary Wasserman | Wendel Rosen Black & Dean LLP

Tel: 510.834.6600 | Fax: 510.808.4691
1111 Broadway, 24th Floor | Oakland, CA 94607
zwasserman@wendel.com
www.wendel.com

CONFIDENTIALITY NOTICE:

This e-mail message is confidential, is intended only for the named recipient(s) above, and may contain information that is privileged, attorney work product or exempt from disclosure under applicable law. If you have received this message in error, or are not a named recipient(s), you are hereby notified that any dissemination, distribution or copying of this e-mail is strictly prohibited. If you have received this message in error, please immediately notify the sender by return e-mail and delete this e-mail message from your computer. Thank you.

IRS Circular 230 Disclosure: As required by U.S. Treasury Regulations governing tax practice, you are hereby advised that any written tax advice contained herein was not written or intended to be used (and cannot be used) by any taxpayer for the purpose of avoiding penalties that may be imposed under the U.S. Internal Revenue Code.

♻️ Thank you for considering the environment before printing this e-mail.



AFFIDAVIT

I, the undersigned, declare under penalty of perjury that to the best of my knowledge, the information contained in this application for Medical Cannabis Dispensary Registration, and its supporting documentation, is truthful, correct, and complete; and, the information contained in this application and its supporting documentation discloses all facts regarding the applicant and associated individuals necessary to allow the City Administrator to properly evaluate the applicant's qualifications for registration.

If the applicant is a business entity, I, as the person signing below do hereby represent and warrant that the business entity is authorized to do business in California and that I have full rights, powers and authority to sign on behalf of the applicant and carry out all actions contemplated by this application, and that any Notice of Completed Registration issued to the applicant constitutes valid, binding and enforceable obligations of the applicant and the applicant shall abide by the provisions of said Notice. Attached to this Affidavit is proof, reasonably satisfactory to the City Administrator, confirming the foregoing representations and warranties.

I, the undersigned, agree that any information subsequently submitted to the City Administrator in conjunction with this application or its supporting documentation meets the same standard as set forth above.

I, the undersigned, further agree and understand that this application will be classified as a public record and will be available for inspection by the public, except with regard to the release of information which is classified as controlled, private, or protected under the California Public Records Act or restricted by other law.

I, the undersigned, further agree and acknowledge that I may be required to provide additional information, as needed, for a complete investigation by the City Administrator.

I, the undersigned, further agree and recognize that I am responsible for obeying all Federal, State and local laws.

I, the undersigned, further agree and understand that any misrepresentations, omissions or falsifications in this application or any documents attached thereto or amendments thereto will be immediate grounds for the City Administrator to deny this request for registration and/or immediate grounds for revocation of the Notice of Completed Registration.

Print Name Here:

Title:

Signature:

Date:

Address:

City, State, Zip:

Contact Phone No:

City ID No.

Don Duncan

Secretary

[Handwritten Signature]

01/11/12



1068



AUTHORIZATION FOR RELEASE OF INFORMATION

I, the undersigned, declare that I am the applicant described and identified in this application for registration in the City of Oakland.

I authorize all persons, institutions, organizations, schools, governmental agencies, employers, references, or any others not specifically included in the preceding characterization, to release to the City Administrator for the City of Oakland any files, records, or information of any type regarding:

(If Applicant is Business Entity, Insert Legal Name of Business Entity Below:)


ENTITY

(If Applicant is Individual, Insert Legal Name and Date of Birth Below:)

Don Duncan
NAME

[REDACTED]
DATE OF BIRTH

The information is being requested by the City Administrator to properly evaluate my qualifications for registration as a Medical Cannabis Dispensary by the City of Oakland. A copy of this Authorization shall be as valid and provide the same authorization as the original.

Print Name of Individual or person authorized to sign on behalf of business entity:	Don Duncan
Title: (if applicable)	Secretary
Signature:	
Date:	01/11/12
Address:	[REDACTED]
City, State, Zip:	[REDACTED]
Cell Phone Number:	[REDACTED]
Email Address:	[REDACTED]
City ID #:	1068



MEDICAL CANNABIS DISPENSARY REGISTRATION QUESTIONNAIRE

(Please Print)

NAME: Don D. Duncan

CITY ID # 1068

Next to each question, please answer "Yes" or "No." If you answer "Yes" to any of the questions, please attach a separate sheet of paper explaining your answer and providing all information necessary for the City Administrator to confirm the information you provided, including, but not limited to the jurisdiction where the activity occurred.

A "Yes" answer does not necessarily mean you will be denied registration. Additional documentation may be requested by the City Administrator if the information presented is deemed insufficient to complete the investigation.

THE FOLLOWING QUESTIONS MUST BE ANSWERED BY ALL APPLICANTS: For purposes of this questionnaire, "you" shall mean any person, firm, association, organization, partnership, business trust, company, corporation, public agency, school district, the State of California and its political subdivisions, and/or instrumentalities thereof.

1. <u>No</u>	Have you ever applied for or received a license, certificate, permit, or registration to practice in a regulated profession under any name other than the name listed on this application?
2. <u>No</u>	Have you ever had a license, certificate, permit, or registration to practice in a regulated profession denied, suspended or revoked, or in any way conditioned, curtailed, limited, or restricted in or by any jurisdiction including Oakland?
3. <u>No</u>	Is any administrative, civil or criminal action pending against you now by any licensing or regulatory agency?
4. <u>No</u>	Have you ever been party to a lawsuit as either a plaintiff or defendant where the lawsuit involves allegations of unlawful business practices, fraud, breach of contract, or unlawful detainer?
5. <u>No</u>	Have you ever been convicted of a crime involving fraud, dishonesty or deceit?
6. <u>No</u>	In the last five (5) years, have you been convicted of a felony?
7. <u>No</u>	Have you ever applied for a permit to carry a concealed weapon?
8. <u>No</u>	Have you ever been the restrained party or petitioner of a Restraining Order, Preliminary or Permanent Injunction?
9. <u>No</u>	Have you owned or leased premises that have been the subject of an administrative, civil or criminal nuisance abatement action and court judgment or administrative determination finding the premises to be a nuisance within the last (5) years?
10. <u>N/A</u>	If you are a corporation is the corporation in good standing and authorized to do business in California? If yes, please provide proof.
11. <u>No</u>	Are you currently on parole or probation for possession, sale, distribution or transportation of a controlled substance?
12. <u>No</u>	Have you ever operated a Medical Cannabis Dispensary in the City of Oakland? If yes, please describe the circumstances surrounding that operation, including but not limited to: the dates of operation, the length of time the operation lasted, what permits or licenses were obtained for that operation, etc.)



MEDICAL CANNABIS DISPENSARY
REGISTRATION FORM
OWNER / MANAGER INFORMATION
(PLEASE PRINT)

To be completed for each owner and manager—(as defined under Chapter 5.80 of the Oakland Municipal Code)

Today's date: 01/11/12

City ID #: 1068

PARTNER/OWNER/MANAGER INFORMATION

Last Name: Duncan

First: Don

Middle: D.

Alias(es):

Date of Birth:

Height: 5'8"

Weight: 150 lbs

Hair: Brown

Eyes: Blue

Gender: Male

Mailing Address:

Residence Address (P.O. Box will not satisfy this requirement):

City: Los Angeles

State: CA

Zip Code: 90026

Telephone number(s) (where individual can be reached 24 hrs a day):

California DL/ID Number:

Other Government Photo ID Number (if applicable):

**Attach copy of a valid government issued photo identification card of license*

RESIDENCE HISTORY

If at above residence is less than ten (10) years, list prior residence addresses you have had for the past ten (10) years. Attach additional pages if necessary.

Number and Street Name:

City:

State: CA

Zip:

Length of Stay: 6 years

Contact Person: Don Duncan

Phone:

Number and Street Name:

City:

State: CA

Zip:

Length of Stay: 1 year

Contact Person: Marcos Luteyns

Phone: 323-633-0494

Number and Street Name:

City: Oakland

State: CA

Zip: 94610

Length of Stay: 4 years

Contact Person: unknown

Phone:

EMPLOYMENT HISTORY

Beginning with you current employment, list your work history for the previous ten (10) years. Attach a separate sheet of paper to complete your list if necessary.

Company Name: Wellness Management Group
Address: 7213 Santa Monica Blvd.
City: W. Hollywood State: CA Zip: 90046
Phone Number: [REDACTED] Supervisor/Contact Name: Don Duncan
Dates of Employment: 2009 - present
Description of Job Duties: President
Reason Left Employment? N/A

Company Name: Berkeley Patients Group (DBA LAPCG)
Address: 7213 Santa Monica Blvd.
City: W. Hollywood State: CA Zip: 90046
Phone Number: [REDACTED] Supervisor/Contact Name: Don Duncan
Dates of Employment: 2004 - 2009
Description of Job Duties: President
Reason Left Employment? Business divided between partners

Company Name: Berkeley Patients Group
Address: 2747 San Pablo Ave.
City: Berkeley State: CA Zip: 94702
Phone Number: 510-540-6013 Supervisor/Contact Name: Don Duncan
Dates of Employment: 2000 - 2004
Description of Job Duties: Secretary/Treasurer, Manager
Reason Left Employment? To open a new location in West Hollywood

CRIMINAL HISTORY

List all criminal convictions, other than infraction traffic violations, the jurisdiction of the conviction, and the circumstances thereof. Attach additional pages if necessary.

Crime: N/A Date of Crime:
Jurisdiction:
Circumstances:

Crime:

Date of Crime:

Jurisdiction:

Circumstances:

Crime:

Date of Crime:

Jurisdiction:

Circumstances:

COLLECTIVE HISTORY

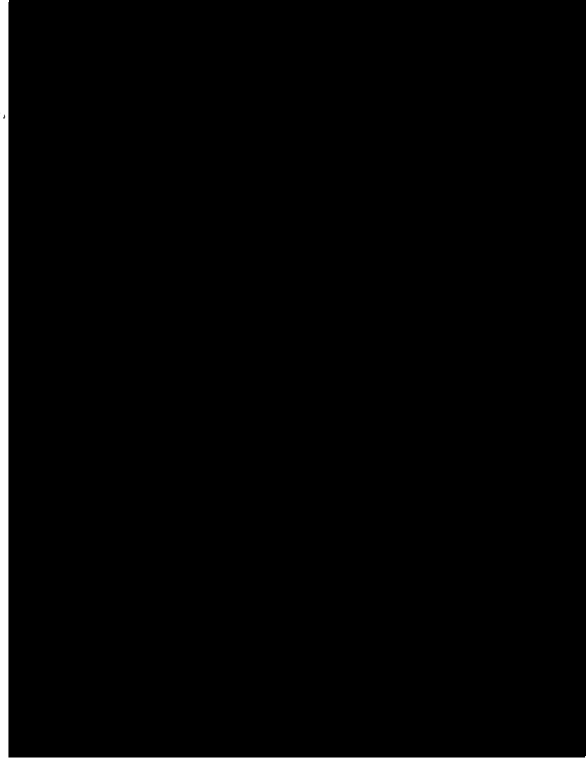
Using a separate sheet of paper, provide a detailed explanation of your involvement with any other Collective.

This includes, but not limited to: the name and address of the collective; the capacity in which you were involved with the collective; whether the collective is or was the subject of any criminal investigation or prosecution, civil investigation, administrative action or civil lawsuit; whether you or the collective with which you are or were associated has ever been denied, or is in the process of being denied, registration, a permit, a license or any other authorization to operate in any other city, county or state; and whether you or the collective with which you are or were associated has ever had a registration, license, permit or any other authorization to operate in any other city, county or state suspended or revoked, and the reasons therefore.

Don Duncan

Abatin Wellness Center

City ID # 1068



Attachment to Medical Cannabis Dispensary Registration – Partner/Owner/Manager Information

Duncan, Don D., Secretary
Abatin Wellness Center

Collective History

Alternative Health Care Advocates 2004-2012

I serve on the Board of Directors and as the President of Alternative Health Care Advocates (AHCA), a medical cannabis dispensing collective located at 7213 Santa Monica Blvd., West Hollywood, CA 90046. AHCA holds a business license and food handling license from the City of West Hollywood. AHCA also holds a Seller's Permit from the California Board of Equalization. AHCA has never been the subject of any criminal investigation or prosecution, civil investigation, administrative action, or civil lawsuit. Neither I nor the collective have been denied, or are in the process of being denied, registration, a permit, a license or any other authorization to operate in any city, county or state. Neither I nor the collective have ever had a registration, a permit, a license or any other authorization to operate in any city, county or state revoked.

Berkeley Patients Group 2000-2009

I previously served on the Board of Directors and as an Officer of Berkeley Patients Group (BPG), a medical cannabis dispensing collective located at 2747 San Pablo Ave., Berkeley, CA 94702. During my association with BPG, the collective was never the subject of any criminal investigation or prosecution, civil investigation, administrative action, or civil lawsuit. Neither I nor the collective were denied registration, a permit, a license or any other authorization to operate in any city, county or state. Neither I nor the collective ever had a registration, a permit, a license or any other authorization to operate in any city, county or state revoked.



Don Duncan

January 11, 2012

1D #1068



AFFIDAVIT

I, the undersigned, declare under penalty of perjury that to the best of my knowledge, the information contained in this application for Medical Cannabis Dispensary Registration, and its supporting documentation, is truthful, correct, and complete; and, the information contained in this application and its supporting documentation discloses all facts regarding the applicant and associated individuals necessary to allow the City Administrator to properly evaluate the applicant's qualifications for registration.

If the applicant is a business entity, I, as the person signing below do hereby represent and warrant that the business entity is authorized to do business in California and that I have full rights, powers and authority to sign on behalf of the applicant and carry out all actions contemplated by this application, and that any Notice of Completed Registration issued to the applicant constitutes valid, binding and enforceable obligations of the applicant and the applicant shall abide by the provisions of said Notice. Attached to this Affidavit is proof, reasonably satisfactory to the City Administrator, confirming the foregoing representations and warranties.

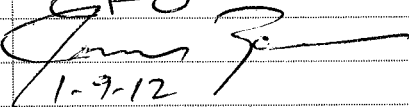
I, the undersigned, agree that any information subsequently submitted to the City Administrator in conjunction with this application or its supporting documentation meets the same standard as set forth above.

I, the undersigned, further agree and understand that this application will be classified as a public record and will be available for inspection by the public, except with regard to the release of information which is classified as controlled, private, or protected under the California Public Records Act or restricted by other law.

I, the undersigned, further agree and acknowledge that I may be required to provide additional information, as needed, for a complete investigation by the City Administrator.

I, the undersigned, further agree and recognize that I am responsible for obeying all Federal, State and local laws.

I, the undersigned, further agree and understand that any misrepresentations, omissions or falsifications in this application or any documents attached thereto or amendments thereto will be immediate grounds for the City Administrator to deny this request for registration and/or immediate grounds for revocation of the Notice of Completed Registration.

Print Name Here:	James Zaid
Title:	GFO
Signature:	
Date:	1-9-12
Address:	
City, State, Zip:	
Contact Phone No:	
City ID #:	1068



AUTHORIZATION FOR RELEASE OF INFORMATION

I, the undersigned, declare that I am the applicant described and identified in this application for registration in the City of Oakland.

I authorize all persons, institutions, organizations, schools, governmental agencies, employers, references, or any others not specifically included in the preceding characterization, to release to the City Administrator for the City of Oakland any files, records, or information of any type regarding:

(If Applicant is Business Entity, Insert Legal Name of Business Entity Below:)

Abertis Wellness Center of Oakland
ENTITY

(If Applicant is Individual, Insert Legal Name and Date of Birth Below:)

James Zou [REDACTED]
NAME DATE OF BIRTH

The information is being requested by the City Administrator to properly evaluate my qualifications for registration as a Medical Cannabis Dispensary by the City of Oakland. A copy of this Authorization shall be as valid and provide the same authorization as the original.

Print Name of Individual or person authorized to sign on behalf of business entity:	
Title: (if applicable)	GFO
Signature:	<u>[Signature]</u>
Date:	1-9-12
Address:	[REDACTED]
City, State, Zip:	[REDACTED]
Cell Phone Number:	[REDACTED]
Email Address:	[REDACTED]
City ID #:	1068



MEDICAL CANNABIS DISPENSARY
REGISTRATION FORM
OWNER / MANAGER INFORMATION
(PLEASE PRINT)

To be completed for each owner and manager—(as defined under Chapter 5.80 of the Oakland Municipal Code)

Today's date: 1-9-12		City ID #: 1068	
PARTNER/OWNER/MANAGER INFORMATION			
Last Name: ZAVAJ		First: JAMES	Middle: EDWARD
Alias(es): NONE		Date of Birth: 6-21-60	
Height: 5'11"	Weight: 190	Hair: Brown	Eyes: H21
Gender: MALE			
Mailing Address: 9701 Wilshire Blvd, Beverly Hills, CA 90212			
Residence Address (P.O. Box will not satisfy this requirement):			
[REDACTED]		[REDACTED]	
City: [REDACTED]	State: [REDACTED]	Zip Code: [REDACTED]	
Telephone number(s) (where individual can be reached 24 hrs a day): [REDACTED]			
California DL/ID Number: [REDACTED]		Other Government Photo ID Number (if applicable):	
*Attach copy of a valid government issued photo identification card of license			

RESIDENCE HISTORY
If at above residence is less than ten (10) years, list prior residence addresses you have had for the past ten (10) years. Attach additional pages if necessary.

Number and Street Name: [REDACTED]	
City: [REDACTED]	State: [REDACTED]
Zip: 90266	
Length of Stay: 11 years	
Contact Person: Helme Lapidos	Phone: 310-486-4805

Number and Street Name:	
City:	State:
Zip:	
Length of Stay:	
Contact Person:	Phone:

Number and Street Name:	
City:	State:
Zip:	
Length of Stay:	
Contact Person:	Phone:

EMPLOYMENT HISTORY

Beginning with your current employment, list your work history for the previous ten (10) years. Attach a separate sheet of paper to complete your list if necessary.

Company Name: <u>Seawolf Consulting</u>		
Address: <u>9701 Wilshire Blvd Suite 1110</u>		
City: <u>Beverly Hills</u>	State: <u>CA</u>	Zip: <u>90212</u>
Phone Number: <u>310-860-0150</u>		Supervisor/Contact Name: <u>Rita Resnik</u>
Dates of Employment: <u>2002</u>		
Description of Job Duties: <u>VP ops</u>		
Reason Left Employment? <u>Contract</u>		

Company Name:		
Address:		
City:	State:	Zip:
Phone Number:		Supervisor/Contact Name:
Dates of Employment:		
Description of Job Duties:		
Reason Left Employment?		

Company Name:		
Address:		
City:	State:	Zip:
Phone Number:		Supervisor/Contact Name:
Dates of Employment:		
Description of Job Duties:		
Reason Left Employment?		

CRIMINAL HISTORY

List all criminal convictions, other than infraction traffic violations, the jurisdiction of the conviction, and the circumstances thereof. Attach additional pages if necessary.

Crime:	Date of Crime:
Jurisdiction:	
Circumstances:	

Crime:	Date of Crime:
Jurisdiction:	
Circumstances:	

Crime:	Date of Crime:
Jurisdiction:	
Circumstances:	

COLLECTIVE HISTORY

Using a separate sheet of paper, provide a detailed explanation of your involvement with any other Collective.

This includes, but not limited to: the name and address of the collective; the capacity in which you were involved with the collective; whether the collective is or was the subject of any criminal investigation or prosecution, civil investigation, administrative action or civil lawsuit; whether you or the collective with which you are or were associated has ever been denied, or is in the process of being denied, registration, a permit, a license or any other authorization to operate in any other city, county or state; and whether you or the collective with which you are or were associated has ever had a registration, license, permit or any other authorization to operate in any other city, county or state suspended or revoked, and the reasons therefore.



The following information is in response to the Medical Cannabis Dispensary Registration form, final question regarding 'Collective History'.

James Zaun has been involved with consulting the Abatin Wellness Center of Sacramento. The center is located at 2400 29th st. in Sacramento, CA.

This cooperative corporation has an exemplary record with the City of Sacramento and is used as a training tool for Sacramento Police to view safe and compliant operations of a medical cannabis dispensary.

This facility has been registered with the City since the beginning of its program and is now firmly entrenched in the city's permitting process.



MEDICAL CANNABIS DISPENSARY REGISTRATION QUESTIONNAIRE

(Please Print)

NAME: James Zawn

CITY ID # 1068

Next to each question, please answer "Yes" or "No." If you answer "Yes" to any of the questions, please attach a separate sheet of paper explaining your answer and providing all information necessary for the City Administrator to confirm the information you provided, including, but not limited to the jurisdiction where the activity occurred.

A "Yes" answer does not necessarily mean you will be denied registration. Additional documentation may be requested by the City Administrator if the information presented is deemed insufficient to complete the investigation.

THE FOLLOWING QUESTIONS MUST BE ANSWERED BY ALL APPLICANTS: For purposes of this questionnaire, "you" shall mean any person, firm, association, organization, partnership, business trust, company, corporation, public agency, school district, the State of California and its political subdivisions, and/or instrumentalities thereof.

1. <u>NO</u>	Have you ever applied for or received a license, certificate, permit, or registration to practice in a regulated profession under any name other than the name listed on this application?
2. <u>NO</u>	Have you ever had a license, certificate, permit, or registration to practice in a regulated profession denied, suspended or revoked, or in any way conditioned, curtailed, limited, or restricted in or by any jurisdiction including Oakland?
3. <u>NO</u>	Is any administrative, civil or criminal action pending against you now by any licensing or regulatory agency?
4. <u>NO</u>	Have you ever been party to a lawsuit as either a plaintiff or defendant where the lawsuit involves allegations of unlawful business practices, fraud, breach of contract, or unlawful detainer?
5. <u>NO</u>	Have you ever been convicted of a crime involving fraud, dishonesty or deceit?
6. <u>NO</u>	In the last five (5) years, have you been convicted of a felony?
7. <u>NO</u>	Have you ever applied for a permit to carry a concealed weapon?
8. <u>NO</u>	Have you ever been the restrained party or petitioner of a Restraining Order, Preliminary or Permanent Injunction?
9. <u>NO</u>	Have you owned or leased premises that have been the subject of an administrative, civil or criminal nuisance abatement action and court judgment or administrative determination finding the premises to be a nuisance within the last (5) years?
10. <u>YES</u>	If you are a corporation is the corporation in good standing and authorized to do business in California? If yes, please provide proof.
11. <u>NO</u>	Are you currently on parole or probation for possession, sale, distribution or transportation of a controlled substance?
12. <u>NO</u>	Have you ever operated a Medical Cannabis Dispensary in the City of Oakland? If yes, please describe the circumstances surrounding that operation, including but not limited to: the dates of operation, the length of time the operation lasted, what permits or licenses were obtained for that operation, etc.)

MCD1068



AUTHORIZATION FOR RELEASE OF INFORMATION

I, the undersigned, declare that I am the applicant described and identified in this application for registration in the City of Oakland.

I authorize all persons, institutions, organizations, schools, governmental agencies, employers, references, or any others not specifically included in the preceding characterization, to release to the City Administrator for the City of Oakland any files, records, or information of any type regarding:

(If Applicant is Business Entity, Insert Legal Name of Business Entity Below:)

Abatin
ENTITY

(If Applicant is Individual, Insert Legal Name and Date of Birth Below:)

Aundré Speciale 10-16-66
NAME DATE OF BIRTH

The information is being requested by the City Administrator to properly evaluate my qualifications for registration as a Medical Cannabis Dispensary by the City of Oakland. A copy of this Authorization shall be as valid and provide the same authorization as the original.

Print Name of Individual or person authorized to sign on behalf of business entity:	Aundré Speciale
Title: (if applicable)	
Signature:	<i>A Speciale</i>
Date:	1-11-12
Address:	PO. box 4216
City, State, Zip:	Canyon CA 94516
Cell Phone Number:	510 827 0665
Email Address:	if not for love@hotmail.com
City ID #:	MCD 1068

MCD 1068



AFFIDAVIT

I, the undersigned, declare under penalty of perjury that to the best of my knowledge, the information contained in this application for Medical Cannabis Dispensary Registration, and its supporting documentation, is truthful, correct, and complete; and, the information contained in this application and its supporting documentation discloses all facts regarding the applicant and associated individuals necessary to allow the City Administrator to properly evaluate the applicant's qualifications for registration.

If the applicant is a business entity, I, as the person signing below do hereby represent and warrant that the business entity is authorized to do business in California and that I have full rights, powers and authority to sign on behalf of the applicant and carry out all actions contemplated by this application, and that any Notice of Completed Registration issued to the applicant constitutes valid, binding and enforceable obligations of the applicant and the applicant shall abide by the provisions of said Notice. Attached to this Affidavit is proof, reasonably satisfactory to the City Administrator, confirming the foregoing representations and warranties.

I, the undersigned, agree that any information subsequently submitted to the City Administrator in conjunction with this application or its supporting documentation meets the same standard as set forth above.

I, the undersigned, further agree and understand that this application will be classified as a public record and will be available for inspection by the public, except with regard to the release of information which is classified as controlled, private, or protected under the California Public Records Act or restricted by other law.

I, the undersigned, further agree and acknowledge that I may be required to provide additional information, as needed, for a complete investigation by the City Administrator.

I, the undersigned, further agree and recognize that I am responsible for obeying all Federal, State and local laws.

I, the undersigned, further agree and understand that any misrepresentations, omissions or falsifications in this application or any documents attached thereto or amendments thereto will be immediate grounds for the City Administrator to deny this request for registration and/or immediate grounds for revocation of the Notice of Completed Registration.

Print Name Here:	Aundre' Danna Speciale
Title:	
Signature:	A. Speciale
Date:	1-11-12
Address:	P.O. Box 426
City, State, Zip:	Canyon, CA. 94516
Contact Phone No:	510 827-0665
City ID #:	MCD 1068



MEDICAL CANNABIS DISPENSARY REGISTRATION QUESTIONNAIRE

(Please Print)

MCD1068

NAME: <u>Aundre Spacie</u>	CITY ID # <u>mcd1068</u>
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Next to each question, please answer "Yes" or "No." If you answer "Yes" to any of the questions, please attach a separate sheet of paper explaining your answer and providing all information necessary for the City Administrator to confirm the information you provided, including, but not limited to the jurisdiction where the activity occurred.

A "Yes" answer does not necessarily mean you will be denied registration. Additional documentation may be requested by the City Administrator if the information presented is deemed insufficient to complete the investigation.

THE FOLLOWING QUESTIONS MUST BE ANSWERED BY ALL APPLICANTS: For purposes of this questionnaire, "you" shall mean any person, firm, association, organization, partnership, business trust, company, corporation, public agency, school district, the State of California and its political subdivisions, and/or instrumentalities thereof.

1. <u>NO</u>	Have you ever applied for or received a license, certificate, permit, or registration to practice in a regulated profession under any name other than the name listed on this application?
2. <u>NO</u>	Have you ever had a license, certificate, permit, or registration to practice in a regulated profession denied, suspended or revoked, or in any way conditioned, curtailed, limited, or restricted in or by any jurisdiction including Oakland?
3. <u>NO</u>	Is any administrative, civil or criminal action pending against you now by any licensing or regulatory agency?
4. <u>NO</u>	Have you ever been party to a lawsuit as either a plaintiff or defendant where the lawsuit involves allegations of unlawful business practices, fraud, breach of contract, or unlawful detainer?
5. <u>NO</u>	Have you ever been convicted of a crime involving fraud, dishonesty or deceit?
6. <u>NO</u>	In the last five (5) years, have you been convicted of a felony?
7. <u>NO</u>	Have you ever applied for a permit to carry a concealed weapon?
8. <u>NO</u>	Have you ever been the restrained party or petitioner of a Restraining Order, Preliminary or Permanent Injunction?
9. <u>NO</u>	Have you owned or leased premises that have been the subject of an administrative, civil or criminal nuisance abatement action and court judgment or administrative determination finding the premises to be a nuisance within the last (5) years?
10. <u>NO</u>	If you are a corporation is the corporation in good standing and authorized to do business in California? If yes, please provide proof.
11. <u>NO</u>	Are you currently on parole or probation for possession, sale, distribution or transportation of a controlled substance?
12. <u>NO</u>	Have you ever operated a Medical Cannabis Dispensary in the City of Oakland? If yes, please describe the circumstances surrounding that operation, including but not limited to: the dates of operation, the length of time the operation lasted, what permits or licenses were obtained for that operation, etc.)



med 1068

MEDICAL CANNABIS DISPENSARY
REGISTRATION FORM
OWNER / MANAGER INFORMATION
(PLEASE PRINT)

To be completed for each owner and manager—(as defined under Chapter 5.80 of the Oakland Municipal Code)

Today's date: 1-11-12		City ID #: MCD 1068	
PARTNER/OWNER/MANAGER INFORMATION			
Last Name: Speciate		First: Aundre	Middle: Danna
Alias(es): Aundre Gipson		Date of Birth: [REDACTED]	
Height: 5'6"	Weight: 130	Hair: brown	Eyes: brown
Gender: F			
Mailing Address: [REDACTED]			
Residence Address: [REDACTED]			
City: [REDACTED]		State: [REDACTED]	Zip Code: [REDACTED]
Telephone number(s) (where individual can be reached 24 hrs a day):			
California DL/ID Number: [REDACTED]		Other Government Photo ID Number (if applicable):	
*Attach copy of a valid government issued photo identification card of license			

RESIDENCE HISTORY
If at above residence is less than ten (10) years, list prior residence addresses you have had for the past ten (10) years. Attach additional pages if necessary.

Number and Street Name: [REDACTED]	
City: [REDACTED]	State: CA
Length of Stay: 4 yrs	Zip: [REDACTED]
Contact Person: Self-became owner	Phone:

Number and Street Name: [REDACTED]	
City: [REDACTED]	State: CA
Length of Stay: 3 yrs	Zip: [REDACTED]
Contact Person: Ann Weber	Phone: annweber@yahoo.com

Number and Street Name:	
City:	State:
Length of Stay:	Zip:
Contact Person:	Phone:

med 1060

EMPLOYMENT HISTORY

Beginning with you current employment, list your work history for the previous ten (10) years. Attach a separate sheet of paper to complete your list if necessary.

Company Name: <u>Abatin</u>	
Address: <u>2100 29th St.</u>	
City: <u>Sacramento</u> State: <u>CA</u>	Zip: <u>95817</u>
Phone Number: <u>916 822 5699</u>	Supervisor/Contact Name: <u>Jeff MacNeekin</u>
Dates of Employment: <u>5-11-present</u>	
Description of Job Duties: <u>director</u>	
Reason Left Employment?	

Company Name: <u>CBCB</u>	
Address: <u>3033 Shattuck Ave</u>	
City: <u>Berkeley</u> State: <u>CA</u>	Zip: <u>94705</u>
Phone Number: <u>510 849 4201</u>	Supervisor/Contact Name: <u>Consuelo Cardinali</u>
Dates of Employment: <u>2007-present</u>	
Description of Job Duties: <u>director</u>	
Reason Left Employment?	

Company Name: <u>Capitol Wellness Collective</u>	
Address: <u>2400 14th St.</u>	
City: <u>Sacramento</u> State: <u>CA</u>	Zip: <u>95818</u>
Phone Number: <u>916 325 9000</u>	Supervisor/Contact Name: <u>Pearl Martin</u>
Dates of Employment: <u>1-2005-12-2011</u>	
Description of Job Duties: <u>founder and director</u>	
Reason Left Employment? <u>Collective closed.</u>	

CRIMINAL HISTORY

List all criminal convictions, other than infraction traffic violations, the jurisdiction of the conviction, and the circumstances thereof. Attach additional pages if necessary.

Crime:	Date of Crime:
Jurisdiction:	
Circumstances:	

EMPLOYMENT HISTORY

Beginning with you current employment, list your work history for the previous ten (10) years. Attach a separate sheet of paper to complete your list if necessary.

Company Name: Americans for Safe Access			
Address: 1322 Webster St #402			
City: Oakland	State: CA	Zip: 94607	
Phone Number: 510-251-1856	Supervisor/Contact Name: Don Duncan		
Dates of Employment: 2002-2005			
Description of Job Duties: lobbying, organizing, peer counselor coordinator			
Reason Left Employment? formed collective,			

Company Name:			
Address:			
City:	State:	Zip:	
Phone Number:	Supervisor/Contact Name:		
Dates of Employment:			
Description of Job Duties:			
Reason Left Employment?			

Company Name:			
Address:			
City:	State:	Zip:	
Phone Number:	Supervisor/Contact Name:		
Dates of Employment:			
Description of Job Duties:			
Reason Left Employment?			

CRIMINAL HISTORY

List all criminal convictions, other than infraction traffic violations, the jurisdiction of the conviction, and the circumstances thereof. Attach additional pages if necessary.

Crime:		Date of Crime:	
Jurisdiction:			
Circumstances:			

Aundre Speciale has been a cannabis activist for 22 years. Her lifelong passion for cannabis reform began when touring universities in the late 1980's and 1990's to educate university students about cannabis and spearheading petition drives. Aundre has been a key organizer of many front-line actions, started the first Americans for Safe Access (ASA) chapter, and developed ASA's popular and impactful "peer counseling" program. She currently serves as vice chairperson on the board of directors of the Marijuana Policy Project (MPP). Aundre was a founding member of Capitol Wellness, CBCB, Tahoe Wellness, Abatin Wellness Center of Sacramento, and the former Venice Beach Wellness Collective, and has brought unique and innovative patient and community programs to several cities throughout California. Aundre is the mother of two children, one of whom is attending an Oakland public school, and believes strongly in community involvement and responsibility.

Collective History

Abatin Wellness Center of Sacramento
2100 29th Street, Sacramento, CA 95817
2009 - 2012, Founder and Director

Tahoe Wellness Collective
3445 Lake Tahoe Blvd
S. Lake Tahoe CA 96150
2009 - 2011, Founder and Director

Business license was granted in January 2009. In August 2009, the city revoked business licenses issued to collectives, and then in December 2009, the city began a new permitting/licensing process for collectives. Tahoe Wellness Collective has remained in good standing throughout.

CBCB
3033 Shattuck Avenue
Berkeley, CA 94705
2007 - Present, Director

Capitol Wellness, Inc.
2400 14th Street
Sacramento, CA 95818
2005 - 2011, Founder and Director

Venice Beach Wellness Collective
1501 Pacific Avenue
Venice, CA 90291

2006 (approximately three months), Founder

The collective was raided very shortly after opening but was granted a return of property following presentation of a collective defense. I ceased my involvement with this collective following the raid.



AUTHORIZATION FOR RELEASE OF INFORMATION

I, the undersigned, declare that I am the applicant described and identified in this application for registration in the City of Oakland.

I authorize all persons, institutions, organizations, schools, governmental agencies, employers, references, or any others not specifically included in the preceding characterization, to release to the City Administrator for the City of Oakland any files, records, or information of any type regarding:

(If Applicant is Business Entity, Insert Legal Name of Business Entity Below:)

ABATIN WELLNESS CENTER OF OAKLAND A COOPERATIVE CORP.
ENTITY

(If Applicant is Individual, Insert Legal Name and Date of Birth Below:)

NAME

DATE OF BIRTH

The information is being requested by the City Administrator to properly evaluate my qualifications for registration as a Medical Cannabis Dispensary by the City of Oakland. A copy of this Authorization shall be as valid and provide the same authorization as the original.

Print Name of Individual or person authorized to sign on behalf of business entity:	EDWARD DOMBROSKI
Title: (if applicable)	PRESIDENT
Signature:	Edward Dombroski
Date:	9/17/13
Address:	
City, State, Zip:	
Cell Phone Number:	
Email Address:	
City ID #:	11068



MEDICAL CANNABIS DISPENSARY REGISTRATION QUESTIONNAIRE

(Please Print)

NAME: EDWARD DOMBROSKI	CITY ID # 11068
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Next to each question, please answer "Yes" or "No." If you answer "Yes" to any of the questions, please attach a separate sheet of paper explaining your answer and providing all information necessary for the City Administrator to confirm the information you provided, including, but not limited to the jurisdiction where the activity occurred.

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3. <u>NO</u>	Is any administrative, civil or criminal action pending against you now by any licensing or regulatory agency?
4. <u>NO</u>	Have you ever been party to a lawsuit as either a plaintiff or defendant where the lawsuit involves allegations of unlawful business practices, fraud, breach of contract, or unlawful detainer?
5. <u>NO</u>	Have you ever been convicted of a crime involving fraud, dishonesty or deceit?
6. <u>NO</u>	In the last five (5) years, have you been convicted of a felony?
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9. <u>NO</u>	Have you owned or leased premises that have been the subject of an administrative, civil or criminal nuisance abatement action and court judgment or administrative determination finding the premises to be a nuisance within the last (5) years?
10. <u>YES</u>	If you are a corporation is the corporation in good standing and authorized to do business in California? If yes, please provide proof.
11. <u>NO</u>	Are you currently on parole or probation for possession, sale, distribution or transportation of a controlled substance?
12. <u>NO</u>	Have you ever operated a Medical Cannabis Dispensary in the City of Oakland? If yes, please describe the circumstances surrounding that operation, including but not limited to: the dates of operation, the length of time the operation lasted, what permits or licenses were obtained for that operation, etc.)



AFFIDAVIT

I, the undersigned, declare under penalty of perjury that to the best of my knowledge, the information contained in this application for Medical Cannabis Dispensary Registration, and its supporting documentation, is truthful, correct, and complete; and, the information contained in this application and its supporting documentation discloses all facts regarding the applicant and associated individuals necessary to allow the City Administrator to properly evaluate the applicant's qualifications for registration.

If the applicant is a business entity, I, as the person signing below do hereby represent and warrant that the business entity is authorized to do business in California and that I have full rights, powers and authority to sign on behalf of the applicant and carry out all actions contemplated by this application, and that any Notice of Completed Registration issued to the applicant constitutes valid, binding and enforceable obligations of the applicant and the applicant shall abide by the provisions of said Notice. Attached to this Affidavit is proof, reasonably satisfactory to the City Administrator, confirming the foregoing representations and warranties.

I, the undersigned, agree that any information subsequently submitted to the City Administrator in conjunction with this application or its supporting documentation meets the same standard as set forth above.

I, the undersigned, further agree and understand that this application will be classified as a public record and will be available for inspection by the public, except with regard to the release of information which is classified as controlled, private, or protected under the California Public Records Act or restricted by other law.

I, the undersigned, further agree and acknowledge that I may be required to provide additional information, as needed, for a complete investigation by the City Administrator.

I, the undersigned, further agree and recognize that I am responsible for obeying all Federal, State and local laws.

I, the undersigned, further agree and understand that any misrepresentations, omissions or falsifications in this application or any documents attached thereto or amendments thereto will be immediate grounds for the City Administrator to deny this request for registration and/or immediate grounds for revocation of the Notice of Completed Registration.

Print Name Here:	EDWARD DOMBROSKI
Title:	PRESIDENT
Signature:	Edward Dombroski
Date:	9/10/13
Address:	[REDACTED]
City, State, Zip:	[REDACTED]
Contact Phone No:	[REDACTED]
City ID #:	11068

**ACTION BY SOLE INCORPORATOR
OF
ABATIN WELLNESS CENTER OF OAKLAND, A COOPERATIVE CORPORATION**

The undersigned, being the sole incorporator of Abatin Wellness Center of Oakland, a Cooperative Corporation (the "Corporation") organized under the laws of the State of California, and acting pursuant to Section 12316 of the Consumer Cooperative Corporation Law that authorizes the incorporator, if initial directors have not been named in the articles of incorporation, to do whatever is necessary and proper to perfect the organization of the Corporation until the directors are appointed, hereby takes the following actions and adopts the following resolutions:

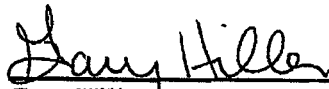
BE IT RESOLVED, that the following individual is hereby appointed to the office of the Corporation as set forth below and shall hold such office until the appointment of a successor, or until his resignation, removal or other disqualification:

<u>Name</u>	<u>Office</u>
Montel Williams	President

and

RESOLVED FURTHER, that the President of the Corporation help identify and recruit qualified individuals to serve as members of the Corporation's board of directors.

The undersigned has executed this Action by Sole Incorporator, effective as of the 13th day of October, 2011.



Gary Hiller, Incorporator

**ACTION BY SOLE INCORPORATOR
OF
ABATIN WELLNESS CENTER OF OAKLAND, A COOPERATIVE CORPORATION**

The undersigned, being the sole incorporator of Abatin Wellness Center of Oakland, a Cooperative Corporation (the "Corporation") organized under the laws of the State of California, and acting pursuant to Section 12316 of the Consumer Cooperative Corporation Law that authorizes the incorporator, if initial directors have not been named in the articles of incorporation, to do whatever is necessary and proper to perfect the organization of the Corporation until the directors are appointed, hereby takes the following actions and adopts the following resolutions:

BE IT RESOLVED, that each of the following individuals is hereby appointed to serve as an initial director of the Corporation and shall each hold such position until the appointment or election of a successor, or until his or her resignation, removal or other disqualification:

Montel Williams

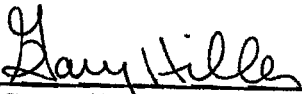
James Zaun

Aundre Speciale

and

RESOLVED FURTHER, that the undersigned, having appointed the board of directors of the Corporation, hereby resigns as the incorporator of the Corporation effective immediately.

The undersigned has executed this Action by Sole Incorporator, effective as of the 7th day of November, 2011.



Gary Hiller, Incorporator

Recruiting Overview
(as of August 20, 2012)

Candidates for positions are currently being recruited, screened, interviewed, vetted, and background checked by a panel consisting of medical marijuana industry, general business and security professionals. Formal, in-person interviews with candidates that passed an initial phone screening and that submitted a formal resume and cover letter began on August 8, 2012, and will continue as necessary until each of the Phase One positions indicated below are filled.

All in-person interviews to-date, except for one, have been conducted at 8440 Enterprise Way. We intend to continue conducting in-person interviews at this location, but may need to temporarily move to an off-site location, such as a local coffee shop or restaurant, in the event it becomes impractical to utilize the existing office areas at the facility during construction due to excessive dust or noise.

Thus far, we have successfully taken steps to generate a local, diversified applicant pool that consists of individuals with medical cannabis experience as well as individuals without such experience in order to be able to leverage varied skill sets to foster best practices at the facility.

Applicants that pass stringent initial screening requirements will be subjected to final background checks including City-approved fingerprint submissions. Only those candidates that pass Abatin and City requirements will be offered employment.

Staffing Plan

We are scheduled to finalize Phase One staffing decisions by October 15, 2012, and are scheduled to complete initial, required training and testing of all Phase One staff by November 15, 2012.

Phase One positions to be filled to enable the opening of the facility include the following fifteen positions: General Manager (1); Shift Manager (2); Inventory / Packaging Specialist (1); Marijuana Information Specialist (2); Education and Training director (1); Registration and Verification clerk (2); Allocation Clerk (2); Accounting (1); and Security (3).

Phase Two staffing will be dependent on actual member-patient numbers, however, it is our expectation that Phase Two staffing will be completed during March, 2013. Phase Two positions expected to be filled include the addition of the following six positions: Marijuana Information Specialist (2); Registration and Verification clerk (1); Packaging Specialist (2); and Security (1)

Barring unforeseen delays, we are working on staff recruiting, hiring, training and testing, based on the expectation that the facility will open in December.

COMMUNITY BENEFITS

Throughout my career as a wellness advocate, I have made it a priority to engage with community leaders in cities nationwide, involving myself in initiatives pertaining to health, civic issues and overall personal improvement. My activism on behalf of patients worldwide, coupled with my well-documented commitment to community outreach, speak to my intentions in Oakland with Abatin Wellness. I aim to be personally involved in our proposed operation, engaging in productive dialogue with residents and patients alike in order to provide the programming and services they need while maintaining open lines of communication with local government to ensure that Abatin's relationship with the city of Oakland is harmonious, positive and productive.

Helping our patients achieve holistic wellness is the essence of the Abatin Concept. Since my diagnosis with MS, I have devoted myself to wellness, and to bringing solutions that work for me to others. That includes proactively monitoring my health, optimizing my diet and exercise regimens, maintaining psychological well-being and searching for the latest advances in medicine and wellness. I have incorporated an educational component to most everything that I do, and have brought that effort to the public in a series of best-selling books and seminars that I think provide an effective roadmap to overall wellness – mind and body.

We have taken every precaution to ensure that our facility will be incorporated seamlessly into the neighborhood with no negative impact on the surrounding area. Our proposed location on Enterprise Way is located in a predominantly commercial zone and has not generated any known objections from the public. The building, including the parking lot, is contained within existing fencing, and is not prominent from the street. On the day of the hearing, my team and I had an opportunity to have a face-to-face conversation with our immediate next-door neighbors, and they conveyed to us that they did not believe our facility would cause issues in regards to parking, safety, noise or increased vehicle traffic (Enterprise Way is a wide street as it is).

We intend to take every possible step to ensure our footprint not only does no harm, but also enhances the quality of life in the neighborhood. Community members will have 24/7 access to management if they have concerns, which will allow us to immediately address any that arise. In addition to providing counseling, treatment and medication for those who suffer from MS, cancer, HIV, Parkinson's and other serious illnesses and diseases, we will also provide classes, support groups and peer counseling sessions that will enhance their quality of life. Abatin Wellness of Sacramento offers the following options to its patients and Abatin Wellness of Oakland aims to recreate them in Oakland:

- Group education meetings on the science of cannabis, which patients have found useful in terms of making educated decisions on their medication protocol.
- Peer support for veterans, cancer patients and those suffering from MS or Parkinson's.
- Educational group meetings with respect to proper diet and exercise habits, and how those might differ for those afflicted with certain ailments.

- Staff works closely with Americans for Safe Access, and we will frequently conduct informational seminars for patients to educate them on compliance and how their voices can be heard in the ongoing debate over medicinal cannabis.
- Staff incorporates appropriate substance abuse education specific to cannabis into our group programming, and all counselors are trained to spot patients who may be afflicted and can help identify community resources.
- We utilize nationally known physicians in our patient education efforts where appropriate and advantageous for our patients. We utilized the services of two physicians at a public seminar in Sacramento that was very well received by the local community.

In addition to these educational offerings already in place, we plan to expand our reach, offering several new options for Oakland residents:

- We are exploring setting up groups (usually provided by law students) to provide tax preparation assistance, as well as looking at law schools in the area to provide an opportunity for patients to meet with 3rd year law students in order to better understand self-help opportunities related to landlord/tenant or foreclosure issues and assist them in finding available community legal resources.
- We will look at ancillary services such as acupuncture and acupressure. Based on patient need.
- We will look at ways to engage in community projects, whether at public schools (I spent the first part of my post-military career speaking in schools) in whatever way might be appropriate for a particular school or age group, parks, or other infrastructure needs.

As everyone knows, employment matters are a major hot-button issue in cities across America. We believe that our line staff and management should be drawn from the local community in Oakland and have committed to ensuring that at least 80% of our staff will be selected from the local community. We are committed to diversity at every level as well as to fair and ethical employment practices and we would appreciate input from the City on any socioeconomic data it has gathered so that we can take the local living wage into account in establishing a pay structure for our employees.

In summary, cut and run is not in my vocabulary, and my team is comprised of people who have demonstrated the ability to change communities for the better. My commitment to the City of Oakland is absolute, and I look forward to continuing to work with the City and appropriate community leaders as we move forward with the proposed Abatin Wellness of Oakland.