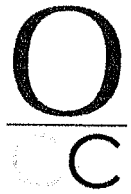
#MCD11100



Oakland Community Collective
Medical Cannabis Dispensary Application

TABLE OF CONTENTS

Required Forms & Documents	**Page**
Medical Cannabis Dispensary Information Form	1
Medical Cannabis Dispensary Registration Form – Salwa Ibrahim	2
Past Relationships to Cannabis Collectives – Salwa Ibrahim	5
Medical Cannabis Dispensary Registration Form – Derek Peterson	7
Past Relationships to Cannabis Collectives – Derek Peterson	10
Medical Cannabis Dispensary Registration Form – La Tanya Linzie	12
Past Relationships to Cannabis Collectives – La Tanya Linzie	15
Medical Cannabis Dispensary Questionnaire – Salwa Ibrahim	18
Medical Cannabis Dispensary Questionnaires – Derek Peterson	19
Medical Cannabis Dispensary Questionnaires – La Tanya Linzie	20
Affidavit -- Salwa Ibrahim	21
Affidavit -- Derek Peterson	22
Affidavit – La Tanya Linzie	23
Authorization for Release of Information – Salwa Ibrahim	24
Authorization for Release of Information – Derek Peterson	25
Authorization for Release of Information – La Tanya Linzie	26
Mapping and Research Results Letter	27
Live Scan – Salwa Ibrahim	29
Live Scan – Derek Peterson	32
Live Scan – La Tanya Linzie	35
Managing Partner Attestation Letter	38
Executive Summary	
Board and Management Information	39
Corporate Information	49
Business Plan	
Detailed Description	63
Pro Forma	81
Launch Timetable	86
Staffing Plan	88
Access & Sustainability Plan	93
Proof of Insurance	96

Proof of Insurance
Overview 96
Approval Letter 98
Certificate of Liability Insurance 99
Certificate of Liability Insurance -- Additional 102
Expanded Policy Documents 104

Plan of Operations
Daily Activities/Plan of Operations Table 111

Regulatory Conformance
Board Resolution 113
Medical Cannabis Acquisition Plan 115

Building and Construction
Overview 127
Compliance 127
Proximity Map 129

Design and Security
Design Overview 130
Security Overview 131
Physical and Electronic Security Plan 132
Personnel Security 133
Threats/Mitigation/Response Strategy 134
Critical Incident Protocol 140
Fire Safety Plan 143
Vending/Receiving Security Protocol 148
Patient Data Security Plan 150
Transactional Security Policies and Practices 152
Inventory Management 153
Product Identification and Tracking 153
Confidential Information Policy 156

Advisory Board
Board Member Biographies 158

Oakland Community Collective
Business Plan

TABLE OF CONTENTS

Detailed Description

Mission, Vision, Values, and Objectives	63
Executive Summary	65
Background and Market Analysis	69
Products and Services	71
Marketing and Community Outreach	76
Product Acquisition	77
Revenue Forecast	78
Inherent Risks	78
Start-up Expenses	79
Operating Expenses	79
Sources of Capital	79
Conclusion	80

Pro Forma

Projected Detailed Income Statement 2012	81
Projected Summary Income Statement 2012-2014	83
Start-up Costs	85

Launch Timetable

Launch Timetable	86

Staffing Plan

Staff Recruitment and Training	88
Projected FTE's	89
Roles and Responsibilities	90

Access and Sustainability Plan

Access Overview	93
Proximity Map	93
Sustainability Plan	94

Plan of Operations 111
Regulatory Conformance 113
Building & Construction 127
Design & Security Plan 130
Advisory Board 158

Property Information
Property Listing Information 162
Historical Building Status 166
Building Permit History 168
Property Owner Letter of Intent 185

Capitalization
Proof of Funding Statement 186
NMS Letter of Intent 188
Ardent Advisers Letter of Intent 189

Economic Benefits
Overview 190
Taxes and Permits 191
Direct and Indirect Effects 193

Community Benefits Plan
Overview 195
Plan and Responsibilities 196
Scope and Measurements 199

Labor and Employment Practices
Employee Manual 204
Collective Bargaining Agreement – UFCW Local 5 225
Hiring Haul Letter – UFCW Local 5 243
Recognition Letter – UFCW Local 5 244

Product Safety Plan
Overview and Protocols 245
Steep Hill Lab Letter of Intent 249
RT Unit Specifications 251

Exhibits
NMS Proof of Capitalization -- Form ADV 1
Tax Returns – Salwa Ibrahim 4
Letters of Endorsement 8
Letter of Security Plan Endorsement – Mike Glenn Security Consulting 15

Bay Alarm – Existing Fire Security Infrastructure Diagrams	17
ANI Personnel Security Proposal	25
Oaksterdam University Course Curriculum	50
Patient Experience Rendering	55
Facility Layout	56
Diagram – Patient Flow	57
Diagram – Vendor Flow	58

#MCD11100

October 14, 2011

Mr. Arturo M. Sanchez
Assistant to the City Administrator
Special Business Permits Division
1 Frank H. Ogawa Plaza, 11th Floor
Oakland, California 94612

Dear Mr. Sanchez:

Oakland Community Collective is pleased to present this application (MCD11100) in response to the City of Oakland's RFPA for a Medical Cannabis Dispensary Permit. We are confident our application demonstrates a winning combination of experience, resources, site location, and dedication to our City's needs and aspirations.

I will serve as your primary point of contact throughout the consideration process. My phone number is [redacted]

Sincerely,

Salwa Ibrahim
Executive Director

CITY OF OAKLAND

MEDICAL CANNABIS DISPENSARY INFORMATION

(PLEASE PRINT)

Today's date: 10/5/2011	City ID # MCD #11100
DISPENSARY INFORMATION:	
Legal name under which the Dispensary will be operating: Oakland Community Collective	
Federal Tax ID#: EIN # 45-3552138	State Employer ID#: Applying for
Corp/LLC/LLP# (if applicable): # 3412940	
Physical address of proposed Dispensary location (P.O. Box will not satisfy this requirement): 2101 Broadway, Oakland CA.	
Physical description (e.g. one story commercial building) of proposed Dispensary location: ground floor retail space, former bank space.	
Property Owner Name: David Himy	Property Owner Telephone Number: 510-376-7982
Property Owner Address: 4045 Horton St. Emeryville, CA 94608	
Assessor Parcel Number: 8-648-18	Zoning District: CBDX - CBD-P

CHECK ONE: With regard to the above property, the Dispensary applicant:

☐ Owns	☐ Has signed Lease on (date) _____	☒ 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: Salwa Ibrahim		
Address (PO Box(es) will not satisfy this requirement): 1600 Broadway, Oakland, 94612		
Phone Number(s) where person can be reached 24 hours a day:		
Home:	Cell [redacted]	Work:

CITY OF OAKLAND

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: 10/5/2011 **City ID #:** MCD # 11100

PARTNER/OWNER/MANAGER INFORMATION

Last Name: Ibrahim **First:** Salwa **Middle:** O.

Alias(es): **Date of Birth:** [redacted]

Height: 5' **Weight:** 5'' **Hair:** Brown **Eyes:** Hazel **Gender:** F.

Mailing Address: [redacted]

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

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:** [redacted]

Length of Stay: 2 years

Contact Person: [redacted] **Phone:** [redacted]

Number and Street Name: [redacted]

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

Length of Stay: 8 months

Contact Person: Bernie **Phone:** 510-457 5661

Number and Street Name: [redacted]

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

Length of Stay: 1 years +

Contact Person: [redacted] **Phone:** [redacted]

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: S.K. Seymour, LLC			
Address: 1600 Broadway			
City: Oakland	**State:** CA	**Zip:** 94612	
Phone Number: 510-251-1544		**Supervisor/Contact Name:** Richard Lee	
Dates of Employment: 11/2008 - now			
Description of Job Duties: Executive Assistant / Accounting / General Operations / fund raising /			
Reason Left Employment? Still there			

Company Name: California Capital Investment Group			
Address: 300 Frank H. Ogawa Plaza #310			
City: Oakland	**State:** CA	**Zip:** 94612	
Phone Number: 510-268-8500		**Supervisor/Contact Name:** Phil Tagami	
Dates of Employment: 12/2004 - 11/2008			
Description of Job Duties: Executive Assistant / fundraising / Event organization			
Reason Left Employment? fox theater project concluded.			

Company Name: Carter & Burgess (now Jacobs Engineering)			
Address: 300 Frank H. Ogawa Plaza #10			
City: Oakland	**State:** CA	**Zip:** 94612	
Phone Number: 510-457-0027		**Supervisor/Contact Name:** Jake McMurtry	
Dates of Employment: 1/2008 - 11/2008			
Description of Job Duties: Filing / reception / formatting			
Reason Left Employment? fox theater project.			

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.

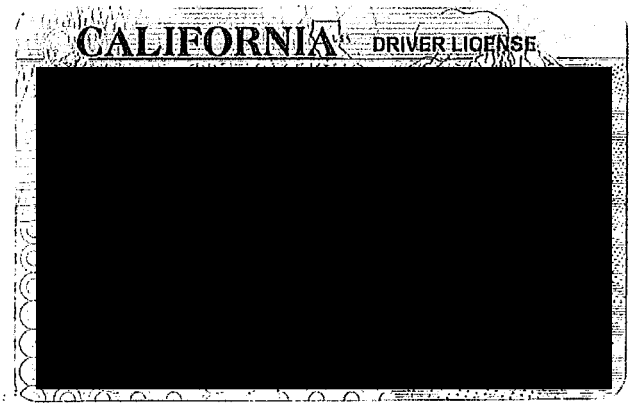
This includes, but not limited to: the name and address of the collective; the capacity in which you were involved with the collective; whether the collective is or was the subject of any criminal investigation or prosecution, civil investigation, administrative action or civil lawsuit; whether you or 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.

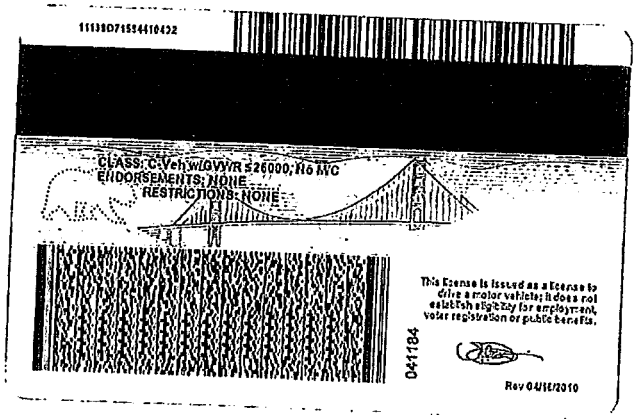
Past Relationships to Cannabis Collectives

I, Salwa Ibrahim, have been working for SK Seymour for 3 years. SK Seymour is the parent company to Coffeeshop Blue Sky, located at 377 17th Street in Oakland CA. As an employee of SK Seymour, my primary responsibility has been to assist with administrative duties related to SK Seymour and to handle government relations with the City of Oakland. To the best of my knowledge there has been no criminal investigation, prosecution, civil investigation, administrative actions or civil law suits brought against Coffeeshop Blue Sky. It is my understanding that Coffeeshop Blue Sky has been operating lawfully under State and Local laws with the permission of the City of Oakland for several years.

I have had no relationships to other cannabis collectives or clubs.

Salwa Ibrahim


CALIFORNIA
DRIVER LICENSE


CLASS: C Veh w/GVWR ≥26000; No MC
ENDORSEMENTS: NONE
RESTRICTIONS: NONE
This license is issued as a license to drive a motor vehicle; it does not establish eligibility for employment, voter registration or public benefits.
041184
Rev 04/16/2010

CITY OF OAKLAND

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: OCT 13 2011 City ID #: MCD 11100

PARTNER/OWNER/MANAGER INFORMATION

Last Name: Peterson First: Derek Middle: A

Alias(es): Date of Birth: [redacted]

Height: 6 2" Weight: 205 Hair: Blond Eyes: Blond Gender: M

Mailing Address: [redacted]

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

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: CA Zip: [redacted]

Length of Stay: 2 years

Contact Person: Owned myself Phone: [redacted]

Number and Street Name: [redacted]

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

Length of Stay: 2.5 years

Contact Person: Prudential CA Realty Phone: 944-445-180

Number and Street Name: [redacted]

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

Length of Stay: 2

Contact Person: Owned myself Phone: [redacted]

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: Morgan Stanley			
Address: 2040 Main Street			
City: Irvine	**State:** CA	**Zip:** 92618	
Phone Number: 949-660-6373		**Supervisor/Contact Name:** Mike Nahass	
Dates of Employment: 12/2008 - 12/2010			
Description of Job Duties: Managed Client Portfolios Equities/Fixed Income			
Reason Left Employment? Started Crowell Technology LTD			

Company Name: Wachovia Securities			
Address: 501 Deep Valley Dr. or 27201 Puerta Real #220			
City: Mission Viejo	**State:** CA	**Zip:** 92692	
Phone Number: 310-377-1942		**Supervisor/Contact Name:** Rich Jacobs	
Dates of Employment: 7/2006 - 12/2008			
Description of Job Duties: Managed Branch office			
Reason Left Employment? Company collapsed During Financial Crisis			

Company Name: Crowell, Weedon & Co			
Address: 550 Newport Center Dr.			
City: Newport Beach	**State:** CA	**Zip:** 92612	
Phone Number: 949-837-8900		**Supervisor/Contact Name:** Mike Zucarro	
Dates of Employment: 10/2000 - 08/2006			
Description of Job Duties: Managed Branch office			
Reason Left Employment? Better opportunity			

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: N/A	

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

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

COLLECTIVE HISTORY

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

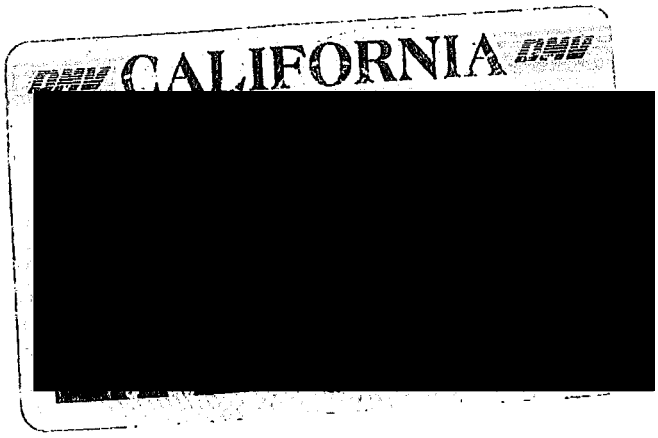
This includes, but not limited to: the name and address of the collective; the capacity in which you were involved with the collective; whether the collective is or was the subject of any criminal investigation or prosecution, civil investigation, administrative action or civil lawsuit; whether you or 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.

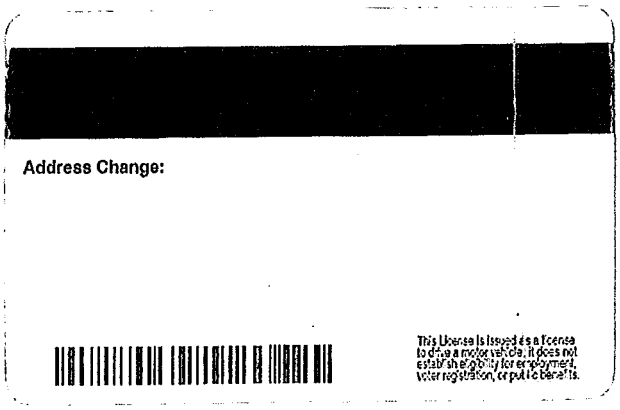
Past Relationships to Cannabis Collectives

I, Derek Peterson, am the President/ CEO of GrowOp Technology Ltd, an Oakland based hydroponic distribution company. We are located at 5401-C San Leandro St. Oakland, CA, 94601. As President/ CEO of GrowOP, it has been my responsibility to handle all government and public relations with the City of Oakland and other administrative duties. To the best of my knowledge there has been no criminal investigation, prosecution, or administrative actions brought against GrowOp Technology Ltd. We are engaged in some civil matters in no way related to medical cannabis. It is my understanding that GrowOp Technology Ltd has been operating lawfully under State and Local law and with the permission of the City of Oakland for several years.

I have had no relationships to any cannabis collectives or clubs.

Derek A. Peterson


DMV CALIFORNIA DMV


Address Change:
This License is issued as a license to drive a motor vehicle. It does not establish eligibility for employment, voter registration, or public benefits.

CITY OF OAKLAND

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: 10/11/11 City ID #:

PARTNER/OWNER/MANAGER INFORMATION

Last Name: Linzie First: LaTanya Middle: Shirelle

Alias(es): Date of Birth: [redacted]

Height: 165 Weight: 185 Hair: BLK Eyes: BRN Gender: Female

Mailing Address: [redacted]

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

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: N/A

City: State: Zip:

Length of Stay:

Contact Person: Phone:

Number and Street Name: N/A

City: State: Zip:

Length of Stay:

Contact Person: Phone:

Number and Street Name: N/A

City: State: Zip:

Length of Stay:

Contact Person: 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: Oaksterdam University			
Address: 1600 Broadway			
City: Oakland	**State:** California	**Zip:** 94612	
Phone Number: 510-251-1544		**Supervisor/Contact Name:** Dorothy Vitkovitsky	
Dates of Employment: 9/22/2008 - Present			
Description of Job Duties: Oversee Front Office Operations and provide impeccable Customer Svc.			
Reason Left Employment? N/A			

Company Name: Col Communications			
Address: 2200 Powell Street, Suite 1035			
City: Emeryville	**State:** CA	**Zip:** 94608	
Phone Number: 510-923-6220		**Supervisor/Contact Name:** Doug Garrett	
Dates of Employment: 9/1997 - 5/2008			
Description of Job Duties: Prepared complex reports for regulatory affairs to receive Subsidy from the California Public Utilities Commission.			
Reason Left Employment? Diagnosed w/ illness (Disability)			

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

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

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

COLLECTIVE HISTORY

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

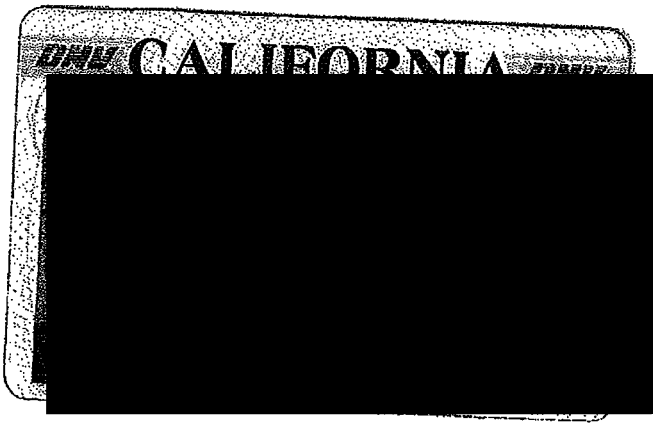
This includes, but not limited to: the name and address of the collective; the capacity in which you were involved with the collective; whether the collective is or was the subject of any criminal investigation or prosecution, civil investigation, administrative action or civil lawsuit; whether you or 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.

Past Relationships to Cannabis Collectives

I, La Tanya Linzie, have been working for Oaksterdam University for 3 years. Oaksterdam University is a DBA to SK Seymour which is the parent company to Coffeeshop Blue Sky, located at 377 17th Street in Oakland CA. As an employee of Oaksterdam University, my primary responsibility has been to assist with administrative duties related to Oaksterdam Univeristy and student services. To the best of my knowledge there has been no criminal investigation, prosecution, civil investigation, administrative actions or civil law suits brought against Coffeeshop Blue Sky. It is my understanding that Coffeeshop Blue Sky has been operating lawfully under State and Local laws with the permission of the City of Oakland for several years.

I have had no relationships to other cannabis collectives or clubs.

LaTanya Linzie


CALIFORNIA

Address Change:

This license is issued as a license to drive a motor vehicle; it does not establish eligibility for employment, voter registration, or public benefits.

CITY OF OAKLAND

MEDICAL CANNABIS DISPENSARY REGISTRATION QUESTIONNAIRE

(Please Print)

NAME: Salwa Ibrahim	CITY ID # MCD#11100

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. No — Have you ever applied for a permit to carry a concealed weapon?

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.

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.)

CITY OF OAKLAND

MEDICAL CANNABIS DISPENSARY REGISTRATION QUESTIONNAIRE

(Please Print)

NAME: Derek A. Peterson	CITY ID # MCD 11100

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. Yes — 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. No — Have you ever applied for a permit to carry a concealed weapon?

8. Yes — 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.

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.)

CITY OF OAKLAND

MEDICAL CANNABIS DISPENSARY REGISTRATION QUESTIONNAIRE

(Please Print)

NAME: [illegible]	CITY ID # MCD 11100

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. NO Have you ever applied for a permit to carry a concealed weapon?

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.

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.)

CITY OF OAKLAND

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:	Salwa Ibrahim
Title:	Owner
Signature:	
Date:	10/5/2011
Address:	[redacted]
City, State, Zip:	
Contact Phone No:	

CITY OF OAKLAND

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:	Derek Peterson
Title:	CEO / owner
Signature:	
Date:	10/5/2011
Address:	[redacted]
City, State, Zip:	[redacted]
Contact Phone No:	[redacted]

CITY OF OAKLAND

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:	LaTanya Linzie
Title:	Board Member / Manager
Signature:	[illegible]
Date:	10/4/11
Address:	[redacted]
City, State, Zip:	[redacted]
Contact Phone No:	[redacted]

CITY OF OAKLAND

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:)

Oakland Community Collective

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:	Salwa Ibrahim
Title: (if applicable)	owner / general manager
Signature:	
Date:	10/4/2011
Address:	[redacted]
City, State, Zip:	
Cell Phone Number:	[redacted]
mail Address:	
lty ID #:	MCD # 11106

CITY OF OAKLAND

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:)

OAKLAND Community Collective

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:	Derek Peterson
Title: (if applicable)	Owner / CFO
Signature:	
Date:	10/5/2011
Address:	[redacted]
City, State, Zip:	
Cell Phone Number:	
Email Address:	
City ID #:	MCD # 11100

CITY OF OAKLAND

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:)

Oakland Community Collective

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:	LaTanya S. Linzie
Title: (if applicable)	Board Member
Signature:	LaTanya S. Linzie
Date:	10/7/11
Address:	[redacted]
City, State, Zip:	
Cell Phone Number:	
Email Address:	
City ID #:	MCD#11100

CITY OF OAKLAND

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

September 15, 2011

2101 Broadway
Oakland, CA 94612

Dear Applicant # MCD11100,

The Zoning division has notified us the results on mapping and research request for your location at: 2101 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.

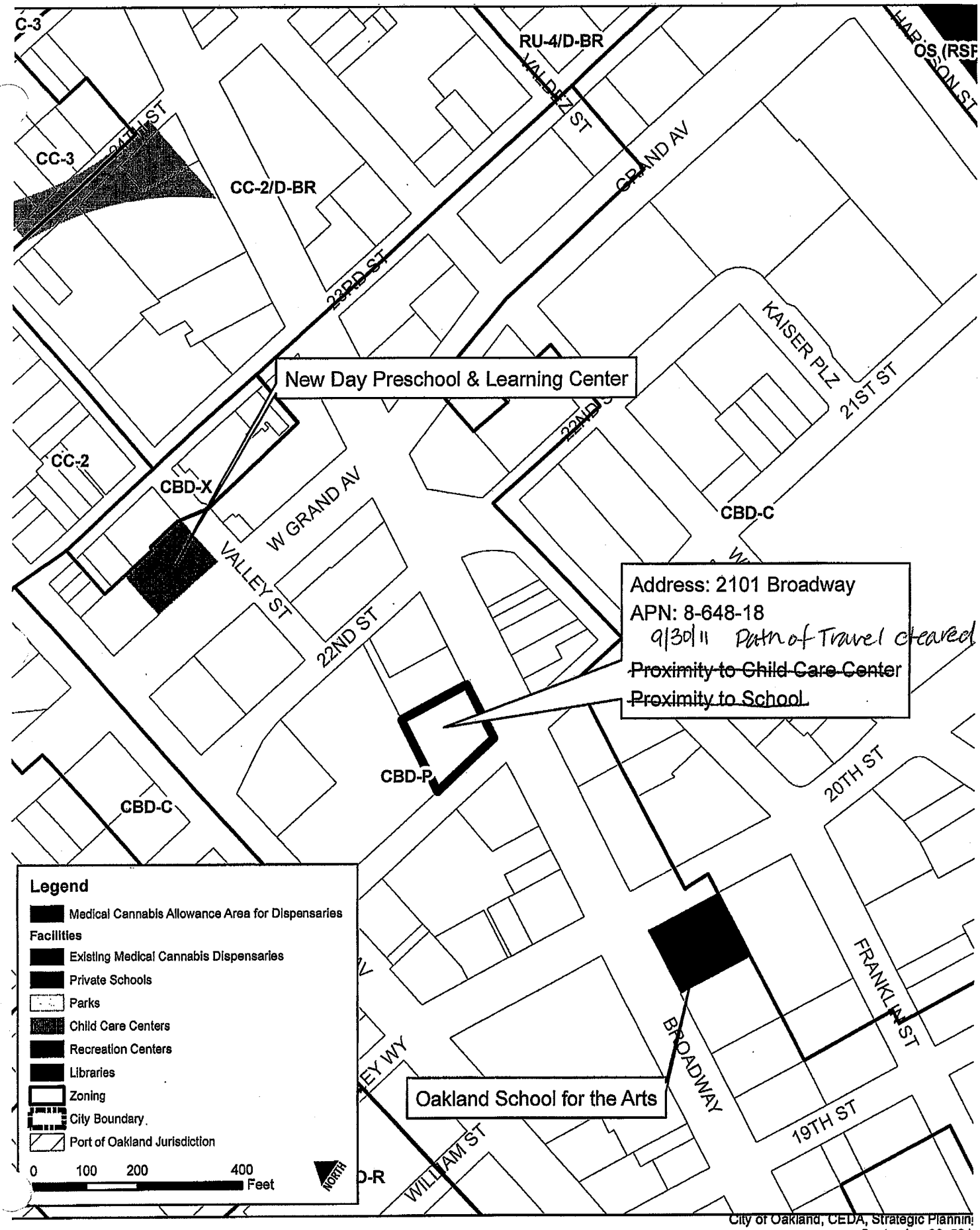
Please submit this letter with your application for proof of mapping & research.

Sincerely,

Nancy Marcus

Nancy Marcus
Administrative Assistant I
Special Business Permits

Enclosure: Map



City of Oakland, CEDA, Strategic Plannin
September 20, 201

Community and Economic Development Agency

Medical Cannabis Dispensary Analysis

2101 Broadway

REQUEST FOR LIVE SCAN SERVICE

Applicant Submission

ORI: CA001090 (Code assigned by DOJ) Type of Application: LICENSE

Job Title or Type of License, Certification or Permit: MEDICAL CANNABIS DISPENSARY

Agency Address Set Contributing Agency:

OAKLAND POLICE DEPARTMENT — Agency authorized to receive criminal history information

04764 — Mail Code (five digit code assigned by DOJ)

455 7TH STREET — Street No. Street or P.O. Box

SGT. D. DONOVAN — Contact Name (Mandatory for all school submissions)

OAKLAND CA 94607 — City State Zip Code

(510) 238-2189 — Contact Telephone No.

Complete

Name of Applicant: Ibrahim Salwa O. (please print) Last First MI

Alias: Last First

Driver's License No. [redacted]

Date of Birth: [redacted] Sex: ☐ Male ☒ Female

Misc. No. BIL - 120181 Agency Billing Number

Height: 5'5" Weight: 135

Misc. No: N/A

Eye Color: Hazel Hair Color: Brown

Home Add [redacted]

Place of Birth: Egypt

SOC: [redacted]

Your Number: OCA No. (Agency Identifying No.)

Level of Service ☒ DOJ ☐ FBI

If resubmission, list Original ATI No.:

Complete

Employer: (Additional response for agencies specified by statute)

OK Seymour — Employer Name

N/A — Mail Code (five digit code assigned by DOJ)

1600 Broadway — Street No. Street or P.O. Box

Oakland CA 94612 — City State Zip Code

(510) 291-1544 — Agency Telephone No. (optional)

Live Scan Transaction Completed By: Name of Operator

Date: OCT 05 2011

OAKLAND POLICE DEPARTMENT — Transmitting Agency

0278IBS141 — ATI No.

Amount Collected/Billed

BCII 8016 (Rev 04/01) ORIGINAL-Live Scan Operator; SECOND COPY-Requesting Agency;

REQUEST FOR LIVE SCAN SERVICE

Applicant Submission

ORI: CA001090 (Code assigned by DOJ) Type of Application: LICENSE

Job Title or Type of License, Certification or Permit: MEDICAL CANNABIS DISPENSARY

Agency Address Set Contributing Agency:

OAKLAND POLICE DEPARTMENT
Agency authorized to receive criminal history information

04764
Mail Code (five digit code assigned by DOJ)

455 7TH STREET
Street No. Street or P.O. Box

SGT. D. DONOVAN
Contact Name (Mandatory for all school submissions)

OAKLAND CA 94607
City State Zip Code

(510) 238-2189
Contact Telephone No.

Complete

Name of Applicant: Peterson Derek A
(please print) Last First MI

Alias: Last First

Driver's License No. [redacted]

Date of Birth: [redacted] Sex: ☒ Male ☐ Female

Misc. No. BIL - 120181
Agency Billing Number

Height: 6'2" Weight: 200

Misc. No: N/A

Eye Color: Brown Hair Color: Brown

Home Address [redacted]

Place of Birth: Lynn, MA.

City, State and Zip Code

SOC: [redacted]

Your Number:
OCA No. (Agency Identifying No.)

Level of Service ☑ DOJ ☐ FBI

If resubmission, list Original ATI No.

Complete

Employer: (Additional response for agencies specified by statute)

Oakland Community Collective
Employer Name

1600 Broadway
Street No. Street or P.O. Box

N/A
Mail Code (five digit code assigned by DOJ)

Oakland CA 94612
City State Zip Code

( )
Agency Telephone No. (optional)

Live Scan Transaction Completed By: [signature]
Name of Operator

Date: OCT 05 2011

OAKLAND POLICE DEPARTMENT
Transmitting Agency

ATI No: 6278ED139

Amount Collected/Billed

BCII 8016 (Rev 04/01) ORIGINAL-Live Scan Operator; SECOND COPY-Requesting Agency;

REQUEST FOR LIVE SCAN SERVICE

Applicant Submission

ORI: CA001090 (Code assigned by DOJ) Type of Application: LICENSE

Job Title or Type of License, Certification or Permit: MEDICAL CANNABIS DISPENSARY

Agency Address Set Contributing Agency:

OAKLAND POLICE DEPARTMENT — Agency authorized to receive criminal history information

04764 — Mail Code (five digit code assigned by DOJ)

455 7TH STREET — Street No. Street or P.O. Box

SGT. D. DONOVAN — Contact Name (Mandatory for all school submissions)

OAKLAND CA 94607 — City State Zip Code

(510) 238-2189 — Contact Telephone No.

Complete

Name of Applicant: (please print) LINZIE (Last) LaTanya (First) S (MI)

Alias: Last First

Driver's License No [redacted]

Date of Birth [redacted] Sex: ☐ Male ☑ Female

Misc. No. BIL - 120181 (Agency Billing Number)

Height: 4 11 Weight: 185

Misc. No: N/A

Eye Color: Brown Hair Color: Black

Home Address [redacted]

Place of Birth: Oakland, CA

SOC: [redacted]

Your Number: OCA No. (Agency Identifying No.)

Level of Service ☑ DOJ ☐ FBI

If resubmission, list Original ATI No.

Complete

Employer: (Additional response for agencies specified by statute)

OK Seymour, LLC — Employer Name

1600 Broadway — Street No. Street or P.O. Box

N/A — Mail Code (five digit code assigned by DOJ)

Oakland CA 94612 — City State Zip Code

510-251-1544 — Agency Telephone No. (optional)

Live Scan Transaction Completed By: Name of Operator

Date OCT 05 2011

OAKLAND POLICE DEPARTMENT — Transmitting Agency

6278LL140 — ATI No.

Amount Collected/Billed

BCII 8016 (Rev 04/01) ORIGINAL-Live Scan Operator; SECOND COPY-Requesting Agency;

#MCD11100

October 14, 2011

Mr. Arturo M. Sanchez
Assistant to the City Administrator
Special Business Permits Division
1 Frank H. Ogawa Plaza, 11th Floor
Oakland, California 94612

Dear Mr. Sanchez:

I declare under penalty of perjury under the laws of the State of California that I have personal knowledge of the information contained in the application accompanying this letter, and it is true and correct and submitted under my supervision. I hereby attest to the veracity of the information contained in this application.

Executed this 14th day of October 2011, in Oakland California,

Salwa Ibrahim,
Managing Partner

Executive Team Summary

Salwa Ibrahim, Executive Director and Board Member

Salwa Ibrahim is the spokesperson for Oaksterdam and Oaksterdam University. She represents and advocates for the legalization of cannabis. Working to promote causes she believes in, Salwa has raised over $200,000 for 35 nonprofit organizations in Oakland, including the Boy Scouts of America and Wardrobe for Opportunity. She has also raised over $500,000 for elected officials in all levels of government, including President Barack Obama, Secretary of State Hilary Clinton, and CA Attorney General and Governor-elect Jerry Brown.

She was also instrumental in the renovation of Oakland's Fox Theater, an $82 million restoration project that combined multiple sources of funding including new-market and historic tax credits. The renovation and reopening of the theater in 2009 became a cornerstone for the revitalization of Downtown Oakland.

Derek Peterson, Board Member

Derek Peterson is a finance professional who relocated from Southern California when he saw the opportunities for entrepreneurship presented by the progressive nature of Oakland's medicinal cannabis industry. As the founder of GrowOp Technology, an Oakland-based hydroponic design and distribution company, he has both created business opportunities and jobs for many Oakland's residents.

With 10 years of experience with firms such as Morgan Stanley and Wachovia Securities, he has the financial acumen and skills necessary to develop and manage a project of this scope. Derek began his career in finance with Crowell, Weedon & Co, the largest independent broker-dealer on the West Coast. In his 6 years there, Derek became a partner and branch supervisor, responsible for sales of over $10 million. Derek was offered an opportunity to build a southern Orange County presence for Wachovia Securities, where he became a First Vice President as well as the Branch Manager for their Mission Viejo location. He was instrumental in growing that office into the $15 million office it is today. After his term at Wachovia, Derek became a Senior Vice President at Morgan Stanley Smith Barney, where he and his team oversaw combined assets of close to $100 million. In addition, he has also been involved in several public and private equity financings from Angel to Mezzanine levels. Derek is a CFP® Professional and holds his Series 7, General Securities Sales Supervisor Series 9 and 10, National Commodity Futures Series 3, Series 65 and California Insurance License. Derek holds a degree in Business Management from Pepperdine University.

La Tanya Linzie, Board Member

La Tanya Linzie is a representative of Oaksterdam University and is responsible for its daily operations. Prior to joining the Oaksterdam University staff in September 2008, she worked for the cable & telecommunications industry for 16 years, specializing in regulatory affairs. In 2003, she won the Leadership Award from Cox Communications for her leadership in implementing the Universal Lifeline Telephone Service for low-income households. She was responsible for managing millions of dollars' worth of subsidies from the California Public Utilities Commission. Currently, she is the Chair of the Neighborhood Crime Prevention Council ("NCPC") Beat 4X. As the Chair, she presides at all Beat 4X NCPC meetings and any Board of Officer meetings and represents Beat 4X NCPC in other community meetings.

Salwa Ibrahim
[redacted]

PROFILE

- Demonstrated leadership and team management abilities
- Strong project management skills and deliverables enforcement
- Strict understanding of quality assurance and control protocols
- Extensive connections to local community and industry leaders
- Experience in handling confidential paperwork
- Exceptionally detailed and action-oriented
- Strong presentation and public speaking skills

EMPLOYMENT HISTORY

Operations/Outreach Assistant to CEO Richard Lee, Oaksterdam November 2008 to Present
SK Seymour, Oakland, CA

- Serve as primary point-of-contact for media and general public inquiries; company representative at conferences, conventions, and other industry events throughout the state.
- Assist in day-to-day operations of the company and sub-companies, along with overseeing the bookkeeping and account reconciliations.
- Act as political liaison to the City of Oakland.
- Coordinate efforts with cannabis advocacy and activist organizations.
- Conduct community outreach; build coalitions; identify and address external pressures and opportunities.

Project Coordinator, Oakland Fox Theater November 2004 - November 2008
California Capital Group, Oakland, CA

- Created and delivered financial and development presentations for Managing General Partner.
- Hired, trained and managed restoration consultants.
- Customized and organized complex calendars, meetings and travel arrangements for principals.
- Maintained accurate accounting for project budget, billing; and prepared expense and tax reports.
- Managed outreach, project marketing and branding through various media outlets, including KTVU, NPR, Oakland Magazine and San Francisco Business Times.

Political Fundraising Consultant May 2005 - Present
Self Employed, Oakland, CA

- Conducted fundraising on behalf of 35 nonprofit organizations (see below).
- Coordinated fundraisers for political figures at all levels of government, including Secretary of State Hillary Clinton and President Barak Obama.
- Produced and directed a web-based TV show focused on local government affairs.
- Maintained quarterly reports to comply with state & federal finance laws.

COMMITTEES AND AFFILIATIONS

Friends of the Oakland Fox, Board Member

Business Improvement District, Member

Boy Scouts of America, Board Member

Salwa Ibrahim -- Philanthropy Fundraising Partners

1. 100 Black Men
2. AIDS Project of the East Bay
3. American Cancer Society
4. American Heart Association
5. Americans For Safe Access
6. Art and Soul
7. Art Deco Society
8. Art Murmur
9. Bay Area Leadership Foundation
10. Boy Scouts of America (Peralta District)
11. CA NORML
12. Chabot Space and Science Center
13. Children's Fairyland
14. Crucible
15. Cypress Mandela Training Center
16. East Bay Young Dems
17. Friends of Oakland Fox Theatre
18. Friends of Oakland Parks & Recreation
19. Habitot
20. Lake Merritt Uptown District Association
21. Lighthouse Charter School
22. Marijuana Policy Project
23. Mayor's Toy drive
24. Meet Uptown Oakland
25. Oakland Ballet
26. Oakland Firefighters random acts
27. Oakland Heritage Alliance
28. Oakland Jobs PAC
29. Oakland Museum
30. Oakland Neighborhood Library Council
31. Oakland Police Foundation
32. Oakland Pride
33. Oakland Rotary Endowment
34. OBDC Oakland Business Development Corporation
35. Thursday Night Live (Old Oakland event)
36. United Seniors of Oakland
37. Wardrobe for Opportunity
38. Wheelchair Foundation
39. YWCA

Derek A. Peterson

BIOGRAPHY AND QUALIFICATIONS

A hard working and versatile entrepreneur with a proven track record of success. Ability to identify unique opportunities in emerging markets. Ventures have been featured internationally by major news media including BBC, London Times, CNN, MSNBC, and New York Times.

PROFESSIONAL EXPERIENCE AND ACCOMPLISHMENTS

March 2010 – Present

GrowOp Technology Ltd (www.Growopltd.com) Oakland, CA
CEO/ Founder

An Oakland based wholesale manufacturing and design company catering to the indoor hydroponic cultivation market. The company designs and manufactures a full suite of top of the line products for indoor horticulture.

- Took the company from concept to revenue of close to a $1 million in the first year.
- Created significant brand awareness in a market with significant barriers to entry.
- Raised over $1.3 Million in private placement within a year and a half to fund operations and inventories.
- Gained significant traction in media outlets like MSNBC, FOX, ABC, The Wall Street Journal and more.
- Developed streamlined supply chain model reducing cost of goods to establish a competitive price advantage over peers.
- Actively working to move the company to the public markets to increase shareholder value.

December 2008 – December 2010

Morgan Stanley Smith Barney Irvine, CA
Senior Vice President

A global investment services firm focusing on client portfolio management, investment banking and research. Since 1935, Morgan Stanley has served as the preeminent financial advisor to companies, governments and investors from around the world.

- Managed investment portfolio of over 50 Million for high net worth individuals and institutions.
- Performed complex financial plans, assets allocation models, and risk assessments for clients.
- Developed successful proprietary equity trading model based on price movemen't velocity and money flows.
- Performed complex financial modeling, SWOT analysis, Monte Carlo analysis and more.

July 2006 – December 2008

Wachovia Securities Mission Viejo, CA
Senior Vice President/Branch Manager
A national financial services firm focusing on client portfolio management, Banking and research. Wachovia was purchased and absorbed by Wells Fargo.

- Grew branch from inception to grossing over $15 million revenue.
- Managed over 20 employees, performed hiring, marketing, financial reporting as well as construction and planning responsibilities.
- Managed investment portfolio of over 80 Million for high net worth individuals and institutions.
- Performed complex financial plans, assets allocation models, and risk assessments for clients.
- Performed complex financial modeling, SWOT analysis, Monte Carlo analysis and more.

May 2000– July 2005

Crowell, Weedon & Co. Laguna Hills, CA
Partner/Branch Manager
A regional boutique money management firm, Crowell, Weedon is the largest independent money management firm in the west. With 8 billion under management Crowell, Weedon has been serving clients and institutions for over 75 years.

- Managed branch grossing over $9 million revenue.
- Managed over 15 employees, performed hiring, marketing and financial reporting responsibilities.
- Managed investment portfolio of over 80 Million for high net worth individuals and institutions.
- Performed complex financial plans, assets allocation models, and risk assessments for clients.
- Performed complex financial modeling and assisted in developing firm-wide software for managing client accounts.

EDUCATION

1994-1996

Orange Coast Community College, Costa Mesa CA.

- Basic college preparatory classes for transfer to University.
- Presidents List 1996

1997-2000

Pepperdine University Graziadio School of Management

- Bachelor of Science in Management

ACCREDATIONS

FINRA Principal/ Supervisory Exam Series

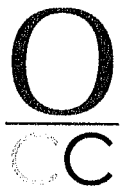
- General Securities Sales Supervisor-Options Module Series 9
- General Securities Sales Supervisor-General Module Series 10

FINRA General Industry/ Product / State Securities Law Exam Series

- National Commodity futures Exam Series 3
- General Securities Representative Exam Series 7
- Uniform combined State Law Exam Series 66

Certified financial Planner Board of standards, Inc.

- CFP ® Certified Financial Planner Designation



Advisory Board

Robert Raich, Attorney at Law

Robert A. Raich practices law in Oakland, California, where he specializes in medical cannabis law, business law, political law, and lobbying. A graduate of Harvard University and the University of Texas School of Law, he previously practiced law with Eber, Nakagawa & Kitajo in San Francisco and with the Federal Election Commission in Washington, D.C.

Robert Raich has spoken across the United States and internationally on the regulation of medical cannabis. He was the attorney in both of the U.S. Supreme Court cases ever to consider medical cannabis issues, United States v. Oakland Cannabis Buyers' Cooperative, 532 U.S. 483 (2001), and Gonzales v. Raich, 545 U.S. 1 (2005). Mr. Raich was a member of the California Attorney General's Medical Marijuana Task Force (Chairman, Caregiver Issues Subcommittee), and he has taught classes on medical cannabis to cadets at the Oakland Police Department's Police Academy, as well as continuing education classes to other lawyers. He has appeared before dozens of tribunals throughout the country, lobbying with respect to medical cannabis legislation and litigating medical cannabis cases.

Before practicing law, Mr. Raich served as a staff member in the United States Senate and the Texas House of Representatives, served in various positions in presidential and senatorial election campaigns, was a public opinion survey analyst, and worked as a television sound and camera technician and as a radio reporter. He was the publisher of an art journal, and served on a U.S. Department of Transportation Advisory Committee.

Richard Lee, President, Oaksterdam University, Prop 19

Richard Lee has been working to end cannabis prohibition for 17 years. In 1992 he co-founded Legal Marijuana - The Hemp Store in Houston, Texas, one of the first hemp products retail outlets in the United States. Lee moved to Oakland in 1997 and co-founded the Hemp Research Company, supplying cannabis to the Oakland Cannabis Buyers' Club and researching efficient and environmentally friendly cannabis horticulture.

In 1999, he opened the Bulldog Coffeeshop, the second cannabis outlet in "Oaksterdam". In 2003 Lee founded the Oakland Civil Liberties Alliance, the PAC that passed Oakland's Measure Z making private sales, cultivation, and possession of cannabis the lowest law enforcement priority and mandating that

Oakland tax and regulate cannabis as soon as possible under state law.

From 2005 to 2007, Lee published the Oaksterdam News quarterly newspaper with a circulation of over 100,000. In 2007, he founded the first cannabis college in the United States, Oaksterdam University. In 2008 he funded the startup of the monthly magazine West Coast Cannabis, current circulation 30,000.

Since 2005, Lee has been serving on the City of Oakland Cannabis Regulation and Revenue Ordinance Commission, which was created after Measure Z passed with 65% of the vote 2004.

He manages several other Oaksterdam companies, including the Oaksterdam Gift Shop and Nursery. His dedication to ending cannabis prohibition continues to play a crucial role in the revitalization and economic growth of Oakland.

Dale Sky Jones, Executive Chancellor, Oaksterdam University

Dale is based in Oakland, CA and is focused on enhancing the debate for cannabis policy reform throughout the country. She is developing cannabis education courses and teaching for Oaksterdam University to help support sustainable growth with quality training for the cannabis industry. Important initial steps include establishing the political climate that will encourage cannabis policy reform.

She is the Chairwoman of the Board for the Coalition for Cannabis Policy Reform, the 2012 ballot initiative effort. This position stems from her experience as the Spokeswoman and legislative liaison for the Prop 19 Campaign in California. Dale has interviewed with hundreds of news, entertainment and journalism sources, such as Al Jazeera English, BBC, CBS Evening News, CNN, Discovery Channel, FOX News, FOX Business News, History Channel, MSNBC, NPR, Telemundo, Univision, AOL, AP, USA Today, the Los Angeles Times, LA Weekly, Sacramento Bee, Wall Street Journal and is featured in many other publications and documentaries both foreign and domestic.

Dale is on the board of directors for the National Cannabis Industry Association (NCIA) and the Medical Cannabis Association (MCA); she has a voice in setting national priorities for the cannabis industry. Within the mission for safety through self-regulation, she helped establish the Medical Cannabis Safety Council (MCSC) in early 2008 with cannabis industry stakeholders. Dale is focused on developing programs through which patients, doctors, providers, and regulating authorities can be more confident in the medical cannabis continuum, from the plant to the patient.

Sharee Robinson, Creative Director, My Groove Design

Sharee Robinson is a Creative Director, Brand Consultant and Graphic Designer with a broad range of expertise in branding and creative design for public, private sector and non-profit clients. She specializes in brand & design strategies, brand identity design & development, advertising & promotional design and web design. Sharee has substantial art direction and project management experience in the private and public sectors and has worked with many of the top advertising agencies and design firms in the Bay Area including Young and Rubicam Advertising, Maiden Lane, as well as the design department at Kaiser Permanente.

As a freelance art director, designer and studio artist with The Creative Group, she has worked with a variety of clients that include Delta Dental, the U. S. Postal Service, the American Association of Retired Persons (AARP), Chevron, Heavenly Ski Resorts, AMD, NeroFocus and Hitachi.

As the Creative Director, Brand Consultant and Designer of MyGroove Design, Inc., some of her clients include Cornerstone Concilium, Inc. in San Francisco, The Public Authority for In-Home Supportive Services (IHSS) in Alameda County, The Lawyers' Committee for Civil Rights of the San Francisco Bay Area, The African American Art & Culture Complex in San Francisco, Shape-up San Francisco and the Bay Area Nutrition & Physical Activity Collaborative (BANPAC) in Santa Clara County.

With credentialed training and years of multi-faceted experience, Sharee serves as an active Advisory Board Member with the Diablo Valley College and Mission College Graphic Design and Multi-media Departments as well as the Dorothy Stang Center for Social Justice and Community Engagement at Notre Dame de Namur University, in Belmont California.

Michael Nahass, Managing Director, NMS Capital Asset Management

Mr. Michael Nahass is Partner and Managing Director/COO of NMS Capital Asset Management, Inc. In addition, he is Chief Portfolio Manager of the NMS Platinum Funds, LLC. Previously he was the Senior Vice President and Complex Manager at Morgan Stanley where he directly managed over 200 financial advisors with $20 billion in assets under management. With over 20 years of financial services experience, Mr. Nahass is responsible for private client services, business development, regulatory compliance and strategic development for this firm. Mr. Nahass holds a B.S. in Business Administration

from Fairleigh Dickenson University. In addition he also holds NASD Series 3 (National Commodity Futures), Series7 (General Securities Representative) ,Series 8 (Supervisory), Series 31 (Managed Futures), Series 65 (Investment Advisor Representative) and Series 79 (Investment Banker Registration).

Edward Piatt, LEED Certified Architect

Edward Piatt is an experienced, LEED Accredited Architect. He received his Bachelors of Science in Design (2002) and his Masters of Architecture (2004) from the University of Nebraska, Lincoln. Edward has worked in Los Angeles, New York and San Francisco where he has been involved in a variety of projects requiring him to work closely with engineers and contractors as well as independently. He has gained knowledge of design and construction by working on projects from the beginning conceptual design phase through to construction documentation and administration. Current and recent projects include Yahoo! Corporate Headquarters, Lawrence Berkeley National Laboratory-New General Purpose Lab, Princeton University Campus Masterplan and Creative Performing Arts Initiative, Kaohsiung International Competition, and many other notable projects in commercial, retail, higher education, and industrial/product design.

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 10-06-2011

Employer Identification Number:
45-3552138

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

OAKLAND COMMUNITY COLLECTIVE
2804 GATEWAY OAKS DR STE 200
SACRAMENTO, CA 95833

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 45-3552138. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 940	01/31/2012
Form 944	01/31/2012
Form 1120	03/15/2012

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.**
* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub. Thank you for your cooperation.

Keep this part for your records. CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number ( ) -

Best Time to Call

DATE OF THIS NOTICE: 10-06-2011
EMPLOYER IDENTIFICATION NUMBER: 45-3552138
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

OAKLAND COMMUNITY COLLECTIVE
2804 GATEWAY OAKS DR STE 200
SACRAMENTO, CA 95833

BYLAWS
OF
OAKLAND COMMUNITY COLLECTIVE

ARTICLE I. OFFICES

Section 1.1. PRINCIPAL EXECUTIVE OFFICE. The board of directors shall fix the location of the principal executive office of the corporation at any place within or outside the State of California.

Section 1.2. OTHER OFFICES. Branch or subordinate offices may be established at any time and at any place by the board of directors.

ARTICLE II. MEETINGS OF SHAREHOLDERS

Section 2.1. PLACE OF MEETINGS. Meetings of shareholders shall be held at any place within or outside the State of California designated by the board of directors. In the absence of a designation by the board, shareholders' meetings shall be held at the corporation's principal executive office.

Section 2.2. ANNUAL MEETING. The annual meeting of shareholders shall be held each year on a date and at a time designated by the board of directors. At each annual meeting, directors shall be elected and any other proper business within the power of the shareholders may be transacted.

Section 2.3. SPECIAL MEETINGS. A special meeting of the shareholders may be called at any time by the board of directors, by the chair of the board, by the president, or by one or more shareholders holding shares that in the aggregate are entitled to cast 10 percent or more of the votes at that meeting.

If a special meeting is called by anyone other than the board of directors, the person or persons calling the meeting shall make a request in writing, delivered personally or sent by registered mail or by telegraphic, facsimile transmission, or electronic mail message, to the chair of the board or the president or secretary, specifying the time and date of the meeting (which is not less than 35 nor more than 60 days after receipt of the request) and the general nature of the business proposed to be transacted. Within 20 days after receipt, the officer receiving the request shall cause notice to be given to the shareholders entitled to vote, stating that a meeting will be held at the time requested by the person(s) calling the meeting, and stating the general nature of the business proposed to be transacted. If notice is not given within 20 days after receipt of the request, the person or persons requesting the meeting may give the notice. Nothing in this paragraph shall be construed as limiting, fixing, or affecting the time when a meeting of shareholders called by action of the board may be held.

Section 2.4. NOTICE OF SHAREHOLDERS' MEETINGS. All notices of meetings of shareholders shall be sent or otherwise given no fewer than seven nor more than 60 days before the date of the meeting. The notice shall specify the place, date, and hour of the meeting, and (i) in the case of a special meeting, the general nature of the business to be transacted, or (ii) in the case of the annual meeting, those matters that the board of directors, at the time of giving the notice, intends to present for action by the shareholders. If directors are to be elected, the notice shall include the names of all nominees whom the board intends, at the time of the notice, to present for election.

The notice shall also state the general nature of any proposed action to be taken at the meeting to approve any of the following matters:

(i) A transaction in which a director has a financial interest, within the meaning of section 310 of the California Corporations Code;

(ii) An amendment of the articles of incorporation under section 902 of that Code;

(iii) A reorganization under section 1201 of that Code;

(iv) A voluntary dissolution under section 1900 of that Code; or

(v) A distribution in dissolution that requires approval of the outstanding shares under section 2007 of that Code.

Section 2.5. MANNER OF GIVING NOTICE. Notice of any shareholders' meeting shall be given either personally or by first–class mail or other written communication (including facsimile, telegram, or electronic mail message), charges prepaid, addressed to the shareholder at the physical or electronic address appearing on the corporation's books or given by the shareholder to the corporation for purposes of notice.

Section 2.6. QUORUM. The presence in person or by proxy of the holders of a majority of the shares entitled to vote at any meeting of the shareholders shall constitute a quorum for the transaction of business. The shareholders present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the shares required to constitute a quorum.

Section 2.7. ADJOURNED MEETING. Any shareholders' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of the majority of the shares represented at that meeting, either in person or by proxy.

When any meeting of shareholders, either annual or special, is adjourned to another time or place, notice of the adjourned meeting need not be given if the time and place are announced at the meeting at which the adjournment is taken, unless a new record date for the adjourned meeting is fixed, or unless the adjournment is for more than 60 days after the date set for the original meeting, in which case the board of directors shall set a new record date. Notice of any such adjourned meeting, if required, shall be given to each shareholder of record entitled to vote at the adjourned meeting. At any adjourned meeting, the corporation may transact any business that might have been transacted at the original meeting.

Section 2.8. VOTING. The corporation shall determine the shareholders entitled to vote at any shareholders' meeting in accordance with bylaw provisions on the record date, subject to the provisions of sections 702 through 704 of the California Corporations Code (relating to voting shares held by a fiduciary, in the name of a corporation, or in joint ownership). The shareholders' vote may be by consent, voice vote, or ballot, provided, however, that any election for directors must be by ballot if demanded by any shareholder before the voting has begun. On any matter other than the election of directors, any shareholder may vote part of the shares the shareholder is to vote in favor of the proposal and refrain from voting the remaining shares or vote them against the proposal, but, if the shareholder fails to specify the number of shares being voted, it will be conclusively presumed that the shareholder's vote is with respect to all shares that the shareholder is entitled to vote. If a quorum is present (or if a quorum has been present earlier at the meeting but some shareholders have withdrawn), the affirmative vote of a majority of the shares represented and voting, provided such shares voting affirmatively also constitute a majority of the number of shares required at a quorum, shall be the act of the shareholders unless the vote of a greater number or voting by classes is required by law or by the articles of incorporation.

With respect to the election of directors, no shareholder shall be entitled to cumulate votes (i.e., cast for any candidate a number of votes greater than the number of votes that the shareholder normally would be entitled to cast), unless a shareholder has given notice, before the voting has begun, of the shareholder's intention to cumulate votes. If any shareholder has given such a notice, then all shareholders entitled to vote may cumulate their votes for candidates in nomination, and may give one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which that shareholder's shares are normally entitled, or distribute the shareholder's votes on the same principle among any or all of the candidates, as the shareholder thinks fit. The candidates receiving the highest number of votes, up to the number of directors to be elected, shall be elected.

Section 2.9. WAIVER OF NOTICE OR CONSENT BY ABSENT SHAREHOLDERS. The transactions of any meeting of shareholders, either annual or special, however called and noticed and wherever held, shall be as valid as though they were had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if each person entitled to vote who was not present in person or by proxy, either before or after the meeting, signs a written waiver of notice or a consent to holding the meeting or an approval of the minutes

of the meeting. The waiver of notice or consent need not specify either the business to be transacted or the purpose of any annual or special meeting of the shareholders, unless action is taken or proposed to be taken for approval of any of those matters specified in section 601(f) of the California Corporations Code, *i.e.*:

(i) A transaction in which a director has a financial interest, within the meaning of section 310 of that Code;

(ii) An amendment of the articles of incorporation under section 902 of that Code;

(iii) A reorganization under section 1201 of that Code;

(iv) A voluntary dissolution under section 1900 of that Code; or

(v) A distribution in dissolution that requires approval of the outstanding shares under section 2007 of that Code.

All waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

A shareholder's attendance at a meeting also constitutes a waiver of notice of that meeting, unless the shareholder at the beginning of the meeting objects to the transaction of any business on the ground that the meeting was not properly called or convened. In addition, attendance at a meeting does not constitute a waiver of any right to object to consideration of matters required to be included in the notice of the meeting that were not so included, if that objection is expressly made at the meeting.

Section 2.10. SHAREHOLDER ACTION BY WRITTEN CONSENT WITHOUT A MEETING. Any action that could be taken at an annual or special meeting of shareholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take that action at a meeting at which all shares entitled to vote on that action were present and voted.

Directors may be elected by written consent of the shareholders without a meeting only if the written consents of all outstanding shares entitled to vote are obtained, except that vacancies on the board (other than vacancies created by removal) not filled by the board may be filled by the written consent of the holders of a majority of the outstanding shares entitled to vote.

All consents shall be filed with the secretary of the corporation and shall be maintained in the corporate records. Any shareholder or other authorized person who has given a written consent may revoke it by a writing received by the secretary of the corporation before

written consents of the number of shares required to authorize the proposed action have been filed with the secretary.

Consents of all shareholders entitled to vote shall be solicited in writing. Prompt notice shall be given of any corporate action approved by shareholders without a meeting by less than unanimous consent, to those shareholders entitled to vote who did not consent in writing. As to approvals required by California Corporations Code section 310 (transactions in which a director has a financial interest), section 317 (indemnification of corporate agents), section 1201 (corporate reorganization), or section 2007 (certain distributions on dissolution), notice of the approval shall be given at least ten days before the consummation of any action authorized by the approval.

Section 2.11. PROXIES. Every person entitled to vote on any other matter shall have the right to do so either in person or by one or more agents authorized by a written proxy signed by the person and filed with the secretary of the corporation. A proxy shall be deemed signed if the shareholder's name is placed on the proxy (whether by manual signature, fax, telegraphic transmission, or otherwise) by the shareholder or the shareholder's attorney in fact. A validly executed proxy that does not state that it is irrevocable shall continue in full force and effect unless (i) revoked by the person executing it, before the vote pursuant to that proxy, by a writing delivered to the corporation stating that the proxy is revoked, or by attendance at the meeting and voting in person by the person executing the proxy or by a subsequent proxy executed by the same person and presented at the meeting; or (ii) written notice of the death or incapacity of the maker of that proxy is received by the corporation before the vote pursuant to that proxy is counted; provided, however, that no proxy shall be valid after the expiration of 11 months from the date of the proxy, unless otherwise provided in the proxy. The revocability of a proxy that states on its face that it is irrevocable shall be governed by the provisions of sections 705(e) and 705(f) of the Corporations Code of California.

ARTICLE III. DIRECTORS

Section 3.1. NUMBER. The corporation shall have no fewer than one nor more than eleven directors, with the exact number of directors to be fixed by a resolution adopted by the board of directors. Collectively directors shall be known as the board of directors. Subject to the provisions of the California General Corporation Law and any limitations in the articles of incorporation and these bylaws relating to action required to be approved by the shareholders or by the outstanding shares, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the board of directors.

Section 3.2. ELECTION AND TERM OF OFFICE OF DIRECTORS. Directors shall be elected at each annual meeting of the shareholders to hold office until the next annual meeting. Each director, including a director elected to fill a vacancy, shall hold office until the expiration of the term for which elected and until a successor has been elected and qualified. No reduction

of the authorized number of directors shall have the effect of removing any director before that director's term of office expires.

Section 3.3. VACANCIES. A vacancy in the board of directors shall be deemed to exist (a) if a director dies, resigns, or is removed by the shareholders or an appropriate court, as provided in sections 303 or 304 of the California Corporations Code; (b) if the board of directors declares vacant the office of a director who has been declared of unsound mind by an order of a court; (c) if the authorized number of directors is increased; or (d) if at any shareholders' meeting at which one or more directors are elected the shareholders fail to elect the full authorized number of directors to be voted for at that meeting.

Any director may resign effective on giving written notice to the president, the secretary, or the board of directors, unless the notice specifies a later effective date. If the resignation is effective at a future time, the board may elect a successor to take office when the resignation becomes effective.

Except for a vacancy caused by the removal of a director, vacancies on the board may be filled by approval of the board or, if the number of directors then in office is less than a quorum, by (1) the unanimous written consent of the directors then in office, (2) the affirmative vote of a majority of the directors then in office at a meeting held pursuant to notice or waivers of notice complying with section 307 of the Corporations Code, or (3) a sole remaining director.

A vacancy on the board caused by the removal of a director may be filled only by the shareholders, except that a vacancy created when the board declares the office of a director vacant as provided in clause (b) of the first paragraph of this section of the bylaws may be filled by the board of directors.

The shareholders may elect a director at any time to fill a vacancy not filled by the board of directors.

The term of office of a director elected to fill a vacancy shall run until the next annual meeting of the shareholders, and such a director shall hold office until a successor is elected and qualified.

Section 3.4. PLACE OF MEETINGS; TELEPHONE MEETINGS. Regular meetings of the board of directors may be held at any place within or outside the State of California as designated from time to time by the board. In the absence of a designation, regular meetings shall be held at the principal executive office of the corporation. Special meetings of the board shall be held at any place within or outside the State of California designated in the notice of the meeting, or if the notice does not state a place, or if there is no notice, at the principal executive office of the corporation. Any meeting, regular or special, may be held by conference telephone, electronic video screen communication, or similar communication equipment.

Section 3.5. ANNUAL DIRECTORS' MEETING. Immediately after or in conjunction with each annual shareholders' meeting, the board of directors shall hold a regular meeting at the same place, or at any other time or place that the board of directors may designate. Notice of this meeting shall not be required unless some time or place other than the annual shareholders' meeting has been designated.

Section 3.6. OTHER REGULAR MEETINGS. Other regular meetings of the board of directors may be held without call at times to be fixed by the board of directors from time to time. Such regular meetings may be held without notice.

Section 3.7. SPECIAL MEETINGS. Special meetings of the board of directors may be called for any purpose at any time by any director, the president, or the secretary.

Special meetings shall be held on four days' notice by mail or forty-eight hours' notice delivered personally or by telephone (including a voice messaging system or other system or technology designed to record and communicate messages), telegraph, facsimile, electronic mail, or other electronic means. Oral notice given personally or by telephone, or written notice given by electronic mail or facsimile, may be transmitted either to the director or to a person at the director's office who can reasonably be expected to communicate it promptly to the director. Written notice, if used, shall be addressed to each director at the address shown on the corporation's records. The notice need not specify the purpose of the meeting, nor need it specify the place if the meeting is to be held at the principal executive office of the corporation.

Section 3.8. QUORUM. A majority of the authorized number of directors shall constitute a quorum for the transaction of business, except to adjourn. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the board of directors, subject to the provisions of Corporations Code section 310 (as to approval of contracts or transactions in which a director has a direct or indirect material financial interest), section 311 (as to appointment of committees), and section 317(e) (as to indemnification of directors). A meeting at which a quorum is initially present may continue to transact business, despite a withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

Section 3.9. WAIVER OF NOTICE. Notice of a meeting, although otherwise required, need not be given to any director who (i) either before or after the meeting signs a waiver of notice or a consent to holding the meeting without being given notice, (ii) approves the minutes of the meeting, or (iii) attends the meeting without protesting the lack of notice before or at the beginning of the meeting. Waivers of notice or consents need not specify the purpose of the meeting. All waivers, consents, and approvals of the minutes shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 3.10. ADJOURNMENT TO ANOTHER TIME OR PLACE. Whether or not a quorum is present, a majority of the directors present may adjourn any meeting to another time or place.

Section 3.11. NOTICE OF ADJOURNED MEETING. Notice of the time and place of resuming a meeting that has been adjourned need not be given unless the adjournment is for more than 24 hours, in which case notice shall be given, before the time set for resuming the adjourned meeting, to the directors who were not present at the time of the adjournment. Notice need not be given to directors who were present at the time of adjournment.

Section 3.12. ACTION WITHOUT A MEETING. Any action required or permitted to be taken by the board of directors may be taken without a meeting, if all members of the board of directors consent in writing to that action. Any action by written consent shall have the same force and effect as a unanimous vote of the board of directors. All written consents shall be filed with the minutes of the proceedings of the board of directors.

Section 3.13. FEES AND COMPENSATION OF DIRECTORS. Directors and members of committees of the board may be compensated for their services or reimbursed for expenses, as fixed or determined by resolution of the board of directors. This section shall not be construed to preclude any director from serving the corporation in any other capacity, as an officer, agent, employee, or otherwise, or from receiving compensation for those services.

ARTICLE IV. OFFICERS

Section 4.1. OFFICERS. The officers of the corporation shall be a president, a secretary, and a treasurer. The corporation may also have, at the discretion of the board of directors, such other officers as may be appointed. Any number of offices may be held by the same person.

Section 4.2. APPOINTMENT OF OFFICERS. The officers of the corporation shall be appointed by the board of directors, and shall serve at the pleasure of the board of directors.

Section 4.3. REMOVAL AND RESIGNATION OF OFFICERS. Any officer chosen by the board of directors may be removed at any time, with or without cause or notice, by the board of directors. Any officer may resign at any time by giving written notice to the corporation. Resignations shall take effect on the date of receipt of the notice, unless a later time is specified in the notice.

Section 4.4. PRESIDENT. The president shall be the corporation's general manager and chief executive officer and, subject to the control of the board of directors, shall have general supervision, direction, and control over the corporation's business and its officers. The powers and duties of the president shall include, but are not limited to, all the general powers and duties of management of the corporation. The president shall have such other powers and duties as prescribed by the board of directors.

Section 4.5. SECRETARY. The secretary shall keep, or cause to be kept, minutes of all shareholders' meetings, board meetings, and records and consents of actions taken without meetings. The secretary shall keep, or cause to be kept, a record showing the names of all shareholders and their addresses, the number and classes of shares held by each, the number and date of share certificates issued to each shareholder, and the number and date of cancellation of any certificates surrendered for cancellation. The secretary shall give notice, or cause notice to be given, of all shareholders' meetings, board meetings, and meetings of committees of the board for which notice is required by statute or by the bylaws. The secretary shall have such other powers and perform such other duties as prescribed by the board of directors.

Section 4.6. TREASURER. The treasurer shall be the chief financial officer and shall keep, or cause to be kept, adequate and correct books and records of accounts of the properties and business transactions of the corporation. The books of accounts shall at all reasonable times be open to inspection by any director. The treasurer shall deposit corporate funds, make disbursements of corporate funds, and have other powers and duties as prescribed by the board of directors.

ARTICLE V. INDEMNIFICATION

The corporation shall, to the maximum extent permitted by the California General Corporation Law, have power to indemnify each of its agents against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any proceeding arising by reason of the fact that any such person is or was an agent of the corporation, and shall have power to advance to each such agent expenses incurred in defending any such proceeding to the maximum extent permitted by that law. For purposes of this Article, an "agent" of the corporation includes any person who is or was a director, officer, employee, or other agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise.

ARTICLE VI. RECORDS AND REPORTS

Section 6.1. INSPECTION BY DIRECTORS. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the corporation and each of its subsidiary corporations. This inspection by a director may be made in person or by an agent or attorney and the right of inspection includes the right to copy and make extracts of documents.

Section 6.2. ANNUAL REPORT TO SHAREHOLDERS. For as long as there are fewer than 100 shareholders, the requirement of an annual report to shareholders referred to in section 1501 of the California Corporations Code is expressly waived. However, nothing in this provision shall be interpreted as prohibiting the board of directors from issuing annual or other periodic reports to the shareholders, as the board considers appropriate.

Section 6.3. ANNUAL STATEMENT OF INFORMATION.

(a) Every year, during the calendar month in which the original articles of incorporation were filed with the California Secretary of State, or during the preceding five calendar months, the corporation shall file a statement with the Secretary of State on the prescribed form, setting forth the names and business or residence addresses of all incumbent directors; the names and business or residence addresses of the chief executive officer, the secretary, and the treasurer; the street address of the corporation's principal executive office or principal business office in this state; a statement of the general type of business constituting the principal business activity of the corporation; and a designation of the agent of the corporation for the purpose of service of process, all in compliance with section 1502 of the Corporations Code of California.

(b) Notwithstanding the provisions of paragraph (a) of this section, if there has been no change in the information in the corporation's last annual statement on file in the Secretary of State's office, the corporation may, in lieu of filing the annual statement described in paragraph (a) of this section, advise the Secretary of State, on the appropriate form, that no changes in the required information have occurred during the applicable period.

ARTICLE VII. GENERAL CORPORATE MATTERS

Section 7.1. RECORD DATE. For purposes of determining the shareholders entitled to receive payment of dividends or other distributions or allotment of rights, or entitled to exercise any rights with respect to any other lawful action (other than voting at and receiving notice of shareholders' meetings and giving written consent of the shareholders without a meeting), the board of directors may fix in advance a record date, which shall be not more than 60 nor less than 10 days before the date of the dividend payment, distribution, allotment, or other action. If a record date is so fixed, only shareholders of record at the close of business on that date shall be entitled to receive the dividend, distribution, or allotment of rights, or to exercise the other rights, as the case may be, notwithstanding any transfer of shares on the corporation's books after the record date, except as otherwise provided by statute.

If the board of directors does not so fix a record date in advance, the record date shall be at the close of business on the later of (1) the day on which the board of directors adopts the applicable resolution or (2) the 60th day before the date of the dividend payment, distribution, allotment of rights, or other action.

Section 7.2. AUTHORIZED SIGNATORIES FOR CHECKS. All checks, drafts, other orders for payment of money, notes, or other evidences of indebtedness issued in the name of or payable to the corporation shall be signed or endorsed by such person or persons and in such manner authorized from time to time by resolution of the board of directors.

Section 7.3. EXECUTING CORPORATE CONTRACTS AND INSTRUMENTS. Except as otherwise provided in the articles or in these bylaws, the board of directors by resolution may authorize any officer, officers, agent, or agents to enter into any contract or to execute any instrument in the name of and on behalf of the corporation. This authority may be general or it may be confined to one or more specific matters. No officer, agent, employee, or other person purporting to act on behalf of the corporation shall have any power or authority to bind the corporation in any way, to pledge the corporation's credit, or to render the corporation liable for any purpose or in any amount, unless that person was acting with authority duly granted by the board of directors as provided in these bylaws, or unless an unauthorized act was later ratified by the corporation.

Section 7.4. CONSTRUCTION AND DEFINITIONS. Unless the context requires otherwise, the general provisions, rules of construction, and definitions in sections 100 through 195 of the California Corporations Code shall govern the construction of these bylaws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both a corporation and a natural person.

ARTICLE VIII. NOT-FOR-PROFIT STATUS

Section 8.1. OPERATIONS. The corporation shall operate on a strictly not-for-profit basis. No dividend shall ever be paid on any shares of the corporation nor shall any shareholder ever receive any dividend, nor shall any person receive any draw upon the earnings of the corporation.

Section 8.2. PROPERTY. The corporation's property (including its retained earnings) shall be irrevocably dedicated to public and charitable purposes. No part of the net income or assets of the corporation shall ever inure to the benefit of any director, officer, or shareholder of the corporation or to the benefit of any private person.

Section 8.3. EXCESS ASSETS. All of the corporation's revenue in excess of its expenses shall be given to charity or shall remain in the corporation itself. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities shall be distributed to one or more nonprofit funds, foundations, or corporations organized and operated exclusively for public, charitable, scientific, or educational purposes.

ARTICLE IX. AMENDMENTS

Section 9.1. AMENDMENT OF BYLAWS. Except as otherwise required by law or by the articles of incorporation, these bylaws may be amended or repealed, or new bylaws may be adopted, by the board of directors or by the holders of a majority of the outstanding shares entitled to vote.

CERTIFICATE OF SECRETARY
OF
OAKLAND COMMUNITY COLLECTIVE

I hereby certify that I am the duly elected and acting Secretary of said Corporation and that the foregoing Bylaws, compromising eleven pages, constitute the Bylaws of said Corporation as duly adopted by the Board of Directors thereof on 10/10, 2011.

Dated: 10/10/2011

Secretary

Detailed Business Plan

Mission Statement

The mission of the Oakland Community Collective (OCC) is to provide qualified patients with a safe and controlled environment for access to affordable, laboratory-tested medical cannabis products.

As a not-for-profit, OCC is committed to returning all post-expense revenue to the citizens of Oakland through a creative mix of support programs. These programs include job creation and training, domestic violence reduction, foreclosure assistance to help keep Oakland residents in their homes, civic beautification, and reduction of our city's current budget deficit.

Vision

A thriving City, in which patients' palliative needs are readily and affordably met.

Values

Oakland Community Collective is guided by our values, which help create long-term relationships and growth for our organization and community. Our values include:

- ***Quality***
  Our products will be best in class. Patients will consistently receive laboratory tested high quality medical cannabis at value. We will respond to the market's demands and adjust our inventory to meet our patient's needs, without sacrificing service or quality.

- ***Care***
  We are dedicated to satisfying our patients. We believe in respecting our patients, listening to their requests, and understanding their expectations. We strive to exceed their expectations in product affordability, quality and delivery.

- ***Leadership***
  Oakland Community Collective's leadership approach is built upon our combined industry knowledge, sound business practices, and love for our community. OCC will lead through our competence, creativity and teamwork.

- ***Integrity***
  We are each personally accountable for the highest standards of behavior, including honesty and fairness in all aspects of our work. We fulfill our commitments as responsible citizens, as employers and as employees. We will consistently treat patient and company resources with the respect they deserve.

Objectives

- To establish strong, positive relationships with all members of our community -- our patients, neighbors, and the City of Oakland.
- To create a sustainable business with a locally directed focus, thus improving our community financially and aesthetically.
- To advocate for patient's rights and responsible public policy.
- To promote health and empowerment through access and knowledge.
- To protect and care our neighbors and the City of Oakland by adopting environmentally sound business practices.

Executive Summary

Oakland Community Collective OCC, a California not-for-profit corporation, is uniquely positioned to operate a safe and successful medical cannabis dispensary within the city of Oakland. Our team members have extensive experience in developing successful companies and working with non-profits within the medical cannabis industry, particularly within the city of Oakland. Our human-resource assets include industry-specific patient therapy knowledge, familiarity with product manufacturing, involvement in successful community and political awareness campaigns, and engagement in positive community outreach.

For the start-up and operations of our dispensary, OCC has secured credit availability of up to $5 million ($5,000,000) with reputable financial institutions. The facility we have procured is move-in ready, which frees up much of this amount as working capital, ensuring a smooth and adequately funded first year of operation.

If provided with this opportunity, OCC plans to open its doors in March 2012 to begin providing safe, affordable support to qualified patients, while generating much-needed tax revenue for the city of Oakland.

OCC has a strong network of professional relationships in the industry, and intends to leverage all available technologies and opportunities to keep operating costs low to make our prices affordable for as many Oakland residents as possible.

Our approach to dispensary management, patient care, and community contribution is summarized below:

Dispensary Management

OCC is dedicated to ensuring that all financial transactions are both transparent and traceable, using industry-specific financial and point-of-sale (POS) protocols. All our transactions will be managed from a centralized POS and inventory management system. We will use MJ Freeway's technology in conjunction with our proprietary bar-coding system to ensure every gram of every batch of medical cannabis is tracked through the entire supply-chain process. All payments will be rendered at the point of sale, via cash, debit, or credit card. Each transaction will be associated with a particular unit of product. Employing such secure banking and cash-management procedures will drastically reduce the margin for internal error while preventing opportunities for theft or diversion.

Point-of-Sale System and Inventory Management

Our point-of-sale and inventory management systems will provide timely, accurate, and transparent information that supports patient safety and protects the fiscal integrity of Oakland Community Collective. The benefits of these systems include:

- Ability to print medicine labels and receipts at the time of sale, including OCC dispensary information, disclaimer, medication details and patient information.
- Each transaction is tied to a specific inventory item, giving precise tracking of inventory.
- Pharmacy technician notes can be quickly added to current or previous transactions, enabling easy tracking of patient symptoms and effectiveness of relief.
- Easy-to-navigate computer menu list of products, with OCC's custom attributes displayed for easy searching or sorting.
- Ability to sell in grams, ounces, or by the piece.
- Support for common POS hardware, including cash drawers, receipt and label printers, bar code scanners, touch screen monitors, magnetic card swipes and biometric capabilities (iris, finger and palm scanning).
- Categories of inventory between bulk medical marijuana and associated products (i.e. lozenges) and hard goods (i.e. glassware).
- Tracking of both "weighed quantity" and "charged quantity" to ensure inventory reports remain accurate. This information is also printed on each label so that patients know exactly how much medicine they received and what they were charged.
- Easy inventory reports that can produce a clear snapshot of product levels at any time.
- Patient tracking, including the ability to track patient purchases by date, weight and product, ensuring full compliance with California law.
- Tracking for fields such as name, description, cost, retail price, received date, expiration date, image, attributes specific to the product (i.e. color, flavor, taste, smell and size for hard goods for the MMJ), barcode, notes, and quality/condition.
- Web-based solutions for keeping critical data safe from fire, hardware theft, or mechanical and software failure. Our data is stored remotely, encrypted and backed up nightly, ensuring full access for administrators at any time while complying with HIPAA standards and requirements.

Secure, Welcoming Environment for Patients

Our mission at OCC puts patients first. Patients with compromised health, particularly severe immune disorders and cancer, are extremely sensitive to their surroundings, and their comfort can be a daily struggle. Therefore, OCC intends to create an aesthetically pleasing, spa-type atmosphere that balances tranquility and relaxation with the reassurance of a safe, clean and secure medical facility.

Upon entering our facility a patient will be greeted by a patient care specialist who will confirm whether this is a new or existing patient. New patients will be directed to a patient intake advisor, who will oversee their paperwork and confirm their medical verification. Once patients are confirmed, they will be given a tour of the facility by the intake advisor so as to ensure that they feel comfortable upon return visits. Existing patients will be verified upon each visit and then directed to the purchasing area, where a product specialist will advise them.

In addition, OCC will also provide patients with complementary social and therapeutic services at various times throughout the month.

Activist Resource Center

OCC endorses advocacy and active participation in public policy-making regarding issues related to medical cannabis. We will establish an on-site Patient Advocacy Resource Center to enable individuals to gain more knowledge about medical marijuana and provide advocacy tools to help promote public awareness of the benefits of medical marijuana for qualified patients.

Reading Library

Free educational literature on medical cannabis will be available through the on-site reading library in the dispensary. These materials will provide patients with up-to-date, well-researched information on topics such as pain and stress management, cannabinoids research, and holistic approaches to health and wellness. OCC will consult research studies by such recognized authorities as Dr. Raphael Mechoulam, the father of our modern understanding of how cannabinoids interact with the human nervous system, as well as reputable work by his successors and colleagues in the field. As part of our library program, we will also offer a series of educational lectures given by leaders in the field of alternative medicine.

Alternative Care Assistance Program

Oakland Community Collective is fully committed to providing medical cannabis to qualified low-income patients, thus reducing disparities in access and treatment. OCC will seek guidance from the city of Oakland and the Department of Health to determine the most appropriate approach to providing assistance to patients who are unable to afford the full cost of medical cannabis.

Healthy Incentives Program

OCC will offer incentives to patients who choose healthy ingestion methods. **Oakland Community Collective's Rewards Program** encourages patients to select healthy and safe ingestion methods and wellness activities. Our advanced web-based system, which assigns each patient his or her own profile, will automatically track and reward patient activities that support good health and wellness.

Incentives will be given to those who buy:

- Vaporizers as a method of ingestion
- Healthier Lozenge choices (produced with glycerin, light olive oil, and organic brown sugar; also available sugar-free)

Additional healthy ingestion options will be available as they are developed.

Holistic Services

Caring for the whole patient is an important part of the OCC mission. OCC promotes healthy lifestyles for all patients and helps patients manage chronic pain and/or other long-term or systemic conditions, and also offers education about alternative medical services, including chiropractic, acupuncture, and referrals to local holistic medical providers. OCC intends to bring such providers to our facility at scheduled times throughout the month for easy patient access. Caring for patients in an integrated therapeutic capacity will help us build patient loyalty and integrate OCC into patients' ongoing health management.

Community Development and Support

OCC is dedicated to supporting Oakland's local communities and contributing to beneficial redevelopment throughout the city. As part of this effort, OCC will spend down excess cash reserves through donations to Oakland-based non-profits focusing on the following core areas:

- Job Re-Entry and Job Training
- Domestic Violence Prevention
- Revitalizing Oakland
- Youth Development
- Cannabis-Friendly Substance Abuse Prevention
- Support for Public Schools

OCC's goal is to create a retail establishment that the city of Oakland will be proud to showcase. OCC signage and landscaping will contribute to the beautification of the entire block surrounding our business.

Summary

Oakland Community Collective is uniquely poised to execute this project in a timely manner, in full code compliance and with strict adherence to standard operating procedures. Our capable and accomplished managerial team has the skills and experience to create and sustain an effective, transparent, and patient-centric medical facility for the benefit of Oakland as a whole.

Background and Market Analysis

Oakland's primary cannabis trade comprises three primary entities: Harborside Health Center, Coffeeshop Blue Sky, and Purple Heart. These three entities account for approximately $30 million in annual cannabis sales, and some smaller entities and measure Z clubs account for a small share of the market. The real opportunity for new permittees lies in bringing back additional patients who have gravitated over city lines. Many Oakland patients have go to San Francisco and Berkeley for more affordable prices and a broader selection of medical cannabis products. It is estimated that over half of the $20 million annual sales in Berkeley dispensaries are from Oakland registered patients. These sales to Oakland residents represent over $10 million, which represent close to $500,000 in special cannabis tax revenue that should be received by the City of Oakland, in addition to the economic multiplier effect of that revenue throughout the city.

Market Size for Oakland Community Collective

Estimating the size of the medical marijuana market is still difficult because of a lack of clear industry research and analysis. That said, OCC has undertaken an estimation of the size of our market.

Area served

Medical marijuana dispensary options in the East Bay and Contra Costa Counties are still limited. There are currently only seven dispensaries in operation throughout all of East Bay (excluding those closed in Richmond awaiting pending applications under the new ordinance). Because of the limited availability of dispensaries, the OCC market population is large, including significant areas of Alameda County and parts of Contra Costa County. An estimate of the OCC market population is below.

Population Served, Adults 18 and Older (2010 US Census)	
Oakland Area	324,309
Alameda City	58,508
San Leandro	65,975
West Contra Costa County	187,599
	636,391

Uses of Medical Marijuana

The use of medical marijuana to treat a variety of medical conditions is rapidly growing. Marijuana has several well-documented and generally established beneficial effects, including lowered intraocular eye pressure (for use in glaucoma), stimulation of hunger and amelioration of nausea in cancer and AIDS patients, attenuation of symptoms associated with inflammatory bowel disease, and treatment of migraine headaches.

The body of medical research directed to use of medical marijuana grows exponentially every few years. Investigations involving medical marijuana are evolving from use as a palliative, to potential uses in curing disease. As stated by NORML:

Along with already established uses in treating the symptoms of various medical conditions, it appears the potentials uses for marijuana in curing and treating various diseases are likely to continue to increase.

Market Size

To derive a market size estimate, OCC created a list of most common medical conditions treated with medicinal marijuana, determined the prevalence of those conditions in the US population, applied that prevalence percentage (%) to the population served by Oakland Community Collective, and then applied an estimated amount of revenue per patient. The table below summarizes these estimates.

Estimate of Potential Patient Base for Area Served

Condition/Disease	Prevalence	Potential Patient Base	Prevalence Source
Less likely to have multiple conditions			
Alzheimer's disease.	1.74%	11,086	Alzheimer's Association
Cancer	3.84%	24,429	American Cancer Society
Glaucoma	1.86%	11,837	National Institute of Health
HIV/AIDS	0.48%	3,024	Center for Disease Control
Muscular Sclerosis	0.11%	677	University of Utah
	8.02%	51,053	
More Likely to have multiple conditions			
Anxiety	4.10%	26,092	National Institute of Mental Health
Sleeplessness	10.00%	63,639	American Academy of Sleep Medicine
Chronic Migraines	4.10%	26,092	18-45 years of age CDC
	18.20%	115,823	
Minimum Patient Base	18.02%	114,692	*Assuming overlap with sleeplessness*
Maximum Patient Base	26.22%	166,876	*Assuming no overlap in conditions*
Median Estimated Paient Base	22.12%	140,784	*Average of above two*

According to "The State of Medical Marijuana Markets 2011", the first ever investor grade analysis of the medical marijuana market in the United States, it has been estimated that each medical marijuana patients spends as much as $2,330 per year on marijuana. However, according to local operators, medical marijuana expenditures per patient averages closer to $1,000 per year. Utilizing these two figures one can derive a range of the estimated size of the medical marijuana market served by Oaksterdam Café, as summarized in the following table.

	Potential Patient Base	High Spend	Average Spend	Low Spend
Spend per Patient		$2,330	$1,665	$1,000
Size of Medical Marijuana Market				
Minimum Patient Base	114,692	$267,232,127	$190,962,014	$114,691,900
Maximum Patient Base	166,876	$388,820,991	$277,848,477	$166,875,962
Median Estimated Paient Base	140,784	$328,026,559	$234,405,245	$140,783,931

Estimates of Revenues per Market Share %

Market Share	Estimate Revenues
2.0%	$4,688,105
3.0%	$7,032,157
4.0%	$9,376,210
5.0%	$11,720,262
6.0%	$14,064,315
7.0%	$16,408,367
8.0%	$18,752,420
9.0%	$21,096,472
10.0%	$23,440,525
.	.
.	.
.	.
Total Market Assumed	$234,405,245

Products and Services

Naturally, products and sales drive OCC's Business Plan. Our assortment of products and services allow us to meet the medical needs of our diverse customer base. These products range from medicinal varieties, flowers, edibles, concentrates for patients with compromised immune systems, as well as a wide selection of other services.

Products

Oakland Community collective is dedicated to providing a diverse selection of medicine. We recognize that different cannabis strains can provide different healing properties. For instance, the two basic types of cannabis, sativas and indicas, vary from providing an uplifting and energetic effect to providing a relaxing and stress relief effect. OCC has set up various zones within our cultivation area with different strain concentrations to provide for a diverse quality of medicine. We plan on regularly cultivating from 25 to 50 different strain varieties, as well as working on research and development to yield new strains that can help our patient community.

Indica and sativa are the two main varieties of the cannabis plant used as medicine. There are many strains that are crosses of those two varieties. Within each of those varieties and crosses there are a substantial number of individual

strains, each with a different cannabinoid profile and effect. In general, indica strains are a relaxant, effective for anxiety, pain, nausea, appetite stimulation, sleep, muscle spasms and tremors, among other symptoms. By contrast, sativa strains are more of a stimulant, effective in appetite stimulation, relieving depression, migraines, pain and nausea. Specific strains of cannabis can be effective for specific conditions and symptoms, as summarized in the following table.

Strain	Symptoms Addressed
Afghooie x Haze	Pre-Menstrual Syndrome
Alien Train Wreck	Asthma
Auntie Em	Crohn's Disease, Multiple Sclerosis
Blue Fruit	Crohn's Disease, Muscle Spasms
Catalyst	Pre-Menstrual Syndrome
Dynamite	Asthma, Crohn's Disease, Hepatitis C
Sour Diesel	Edema, Epilepsy, Fibromyalgia, Radiolopathy
Green Queen	Epilepsy, Neck / Spine Pain
Jack Herer	Anxiety, Fibromyalgia
Lollipop	Cachexia, Degenerative Bone/Disc Disease, Edema
Medicine Woman	Diabetic Neuropathy, General Pain, General Seizures
New York Diesel	Migraine Headaches
Northern Lights	Anxiety, PTSD, Depression, Arthritis
Original Mystic	Epilepsy
Phaght Betty	Cachexia, Degenerative Bone/Disc Disease
Queen Bee	Neck / Spine Pain
Sensi Star	Migraine Headaches
Snow White	Pre-Menstrual Syndrome
Sweet Blu	Degenerative Bone/Disc Disease, Diabetic Neuropathy
Train Wreck	Anxiety, Arthritis, Diabetic Neuropathy
TX	Arthritis, Asthma, General Pain, General Seizures, Glaucoma
White Widow	Cachexia, Hepatitis C, Post-Traumatic Stress Disorder
Dragon	Anxiety, pain relief
Lemon Diesel	Insomnia, pain relief

Sour Bubble	Anxiety, muscle spasms, headache, nausea
BlackLites	Anxiety, general pain, stomach ailments
Strawberry cough	Gastroenteritis, ADD
Pure Power Plant	Nerve Pain
Haze	Nerve Pain
Black Domina	Anti-inflammatory

Dried Flowers

Multiple strains to accommodate varying patients needs will be available. All product will be packaged in recycled environmentally friendly containers and sold in the following weights:

- single gram
- single 1/8 of an ounce
- single ounce

Medium Grade

This product line is designed for patients with a lower tolerance for medical cannabis. This line allows for better control of dosage and can help patients ease into their daily routine without side effects that might be associated with intake of a higher grade cannabis strain.

Plant Material

This product is designed for horticulturalists interested in jump-starting the creation of their own gardens. Many patients are interested in controlling their own gardens. Given the increase in cannabis research, starter cannabis plants have become a significant revenue stream in the industry. Offered plant material will include:

- Mother Plants
- Teenage Plants
- Clones
- Seeds

Pre-Rolled

This line of pre-rolled medical cannabis provides convenience for patients with carpal tunnel syndrome, arthritis, and the like, and offers faster access to pain relief.

Further, recent studies show cigarette smokers can reduce their chances of developing lung cancer if they also smoke cannabis. This pre-rolled product encourages such patients with a smoking oral fixation to choose a less carcinogenic option, a supplement with a free-radical scavenger filled inhaled substance. Pre-rolled medical cannabis includes:

- Joints
- Multi-Packs

Medicated Edibles

These products are designed for patients who have respiratory issues such as lung cancer, asthma, and emphysema. Medicated edibles are designed to stimulate the appetite so patients undergoing medical treatment such as chemotherapy and HIV/AIDS regimens can get the nourishment they need from the foods they love. OCC understands that its patient members may have many dietary restraints, and offers a wide variety of medicated edibles to suit their needs, including:

- Olive Oil
- Sweets
- Honey
- Flour
- Butter

Concentrates

This line is designed to provide high levels of cannabinoids and THC in a readily accessible form that can provide instant relief for serious conditions. This line will be produced completely organically without the use of solvents that would impair creation of pure, clean, unadulterated extractions.

- Hash Oil
- Hash Crystals
- Full Melt Hash
- Kief
- Hash Wax

Medicinals

This line is designed to conveniently access the palliative as well as curative properties of cannabis. Each different delivery method of ingestion is targeted to treat specific diseases. For example capsules and tonics have the potency to provide curative treatment, while the oral spray and tincture are designed for immediate palliative treatment of pain or spasticity.

- Tonics
- Capsules
- Canna Mist Oral Spray
- Glycerin Tincture

Topicals

This line is designed to provide topical applications of cannabis for patients with psoriasis or with injuries. The topicals have an analgesic and anti-inflammatory effect that can reduce or eliminate pain. Topicals will include the following:

- Soaps
- Lotions
- Salves
- Lip Balm

Services

Oakland Community Collective believes in putting patients first. We understand the value of offering different methods of healing and helping our patients achieve wellness. With that OCC is committed to funding services at no charge to our patients regardless of their level of purchases. Through alternative healing patients can achieve maximum wellness and discover the healing power or discover alternatives to medical cannabis. With our learning center and partnerships with highly trained, local health professionals OCC will strive to help patients by offering services such as:

- Free and discounted medicine program based on patient needs and income
- Food assistance program
- Peer counseling and support groups
- Reference library
- Patient, employee and community luncheons and events
- Local hiring programs
- Carpool program
- Maps and information of local public transit at well as those pertaining to local biking, walking, parks, sights and business
- Information on laws and relevant patient rights
- Information on growing safe medicine for personal use
- Information on the safe consumption of medicine

- Nutritionist/herbalist/acupuncturist/massage/yoga/ meditation/ eastern medicine
- Sponsorship program available to patients actively pursuing projects which positively impact the community
- Rewards points program related to volunteering for patient assistance programs as well as purchases and contributions to the company

Community Outreach, Branding, and Marketing

Community Outreach

OCC is made up of Board members and patients who call Oakland home. Our primary goal is to connect our community with programs and resources to achieve optimal wellness. Improving the quality of life for our patients and beautifying Oakland will be a daily focus for our dispensary.

Our Board and staff will work in partnership with our neighbors and patients to identify community needs, and discover ways in which they can be best met. As part of this effort, we provide patient services (see Services section) and community and economic benefits (see Community Benefits Plan and Economic Benefits sections) to groups that improve the lives of individuals on a daily basis.

Throughout the year, we conduct or participate in industry events, community gatherings, as well as hold events for patients and community leaders in effort to create an environment that fosters connection.

Branding

OCC is committed to producing an effective brand through directing and facilitating a creative work effort. We firmly believe that a successful brand encompasses all aspects of the experience at each point of patient contact. Safety, community, and responsibility are the primary themes for our brand. We will develop our brand by using these key strategies:

- Brand Assessment
- Brand Strategy Development
- Design Development
- Design Audit
- Design Assessment
- Brand Launch
- Brand Training

To ensure success, we will examine the internal and external perceptions of the brand and then develop and implement new brand strategies that will effectively communicate the core message to key market segments.

Marketing

Our marketing plan is centered around tools that can reach as many patients as possible. Using a well thought through marketing strategy, OCC will create effective messaging strategies that convey our brand.

- Target Patient Population
- Market/Political Environment
- Products and Services Analysis
- Product Safety
- Industry Regulations
- Image and Branding
- Competition
- Pricing
- Patient Services
- Promotions

We understand that the practice of marketing is becoming increasingly patient-centric, so design of the total patient experience is an essential component of company's differentiation.

Product Acquisition

Oakland Community Collective is committed to working with the City of Oakland to ensure a secure source of medical cannabis to qualified patients. Oakland Community Collective can demonstrate a method of sourcing medical cannabis to maximize resources and options for its member patients, while complying with the dynamics of applicable law relating to the acquisition and distribution of medical cannabis. Oakland Community Collective will implement controls to acquire, process, transport, and distribute medical cannabis to and from patient members as part of a closed-circuit system of marijuana cultivation and consumption.

Oakland Community Collective has a clear understanding of City of Oakland Regulations, California Statutes, and case law, to ensure strict compliance with those provisions. In the narrative below, Oakland Community Collective identifies two models derived from the legislative and case law in the acquisition of medical cannabis as part of a closed circuit system. Oakland Community Collective will implement both models within its operations to ensure strict compliance with applicable law, and to securely provide the best services and options for its member patients.

A more detailed description of our proposed approach is available in the Regulatory Conformance section of the application.

Revenue Forecast

According to OCC research the average patients accounts for approximately $1,000 in annual revenue. Our goal is to enroll over 175 new patients per month in the first year growing that number to over 225 new patients in the following years. Like any business once we begin to build patient loyalty, our patient numbers should grow exponentially. A primary goal is redirecting City of Oakland patients who currently use dispensaries in San Francisco and Berkeley back to the Oakland.

We anticipate generating at least $[redacted] in revenue for 2012 fiscal year, taking into account the abbreviated year due to time needed for hiring and opening. For years 2 and 3 we anticipate growing to [redacted] and [redacted] million in gross sales. As the baby boomer generation ages and more people accept cannabis as an effective alternative treatment, OCC anticipates continued growth of its patient base for the foreseeable future.

Inherent Risks

The basic business risks in this industry mirror those in traditional sectors. As more and more cannabis dispensaries enter the market, competition for patients and brand awareness will increase. Price, quality and service will all affect the business's ability to establish and gain market share in this arena. Longtime success will be greatly dependent on having adequate capitalization and liquidity, as well as having the ability to adapt to market changes and survive industry competition. Due to our extensive line of credit, we are uniquely positioned to make certain we gain traction.

Broader economic risks exist. As the economy struggles and discretionary income decreases, we cannot ignore the fact that patients may cut back on their day-to-day spending. However, due to the necessity of our product and the importance placed on it by our patients, our industry along with the traditional pharmaceutical sector generally remains robust even through economic downturns.

Perhaps the most significant risk we face is the political one. Both local legislative changes and broader federal enforcement can create significant challenges to our operation. Dispensaries such as ours can face the risk of closure, fines, asset forfeiture, and imprisonment for conducting a business that is still federally illegal. Our position is the enforcement will be focused on regions where local government is focused on removing cannabis businesses from their counties and/or prosecuting operators who are not in accordance with state laws. This creates a "low-hanging fruit" scenario for enforcement agencies and allows compliant operators in progressive counties to continue to serve patients.

We are aware of these risks. Through advance planning and by operating a facility that is both patient-centric and in full compliance with local and state rules and regulations, we believe we will be able to serve our patients responsibly and be an asset to Oakland's business communities.

Launch Timetable

Our start up timetable is extremely aggressive. We feel as though we can be the first permit holder to effectively launch, create jobs and generate tax revenue. The readiness of our proposed facility allows us to avoid delays due to permitting and construction. We are limiting our modifications to the building to cosmetic upgrades that should take less then 30 days. We have strong connections throughout the industry so we should be able to staff quickly with highly trained and skilled employees.

Launch Timetable

Key Activity Area	Date	
Permit Issued	1/24/12	
Permits & Licenses	1/25/12	Construction, Sellers, Business, Sales Tax
Construction & Upgrades	1/30/12	Construction is minimal property move in ready
Security Installation & Testing	2/2/12	Working with Bay Alarm using existing system
POS/Non Diversion Systems	2/6/12	Working with MJ Freeway
Fire Department Walk Thru	2/10/12	
OPD Walk Thru	2/10/12	
Hiring	2/11 thru 2/21	HR, interviews
Training Staff	2/21 thru 3/1	Compliance, Union, OSHA etc
Marketing & Advertising	3/1/12	Executing Marketing Plan
Soft Opening	3/10/12	Dry Run Training friends and family Patients
Grand Opening	3/15/12	Formal launch

Oakland Community Collective understands that being first to market is an opportunity to gain a foothold in the community while at the same time providing benefits to patients, residents and the city in the form of access to affordable

medication, creating job opportunities and generating tax revenue. We intend to meet or exceed the above timetable.

Staffing Plan

Staff Recruitment and Screening

The Oakland Community Collective plans to become a model for hiring and employee on-boarding practices. In addition to meeting our extensive list of prerequisite qualifications, potential new hires will be required to go through an extensive background screening process. Prior their final interview, OCC will require applicants be Live Scanned by the Oakland City Police Department. The results of the Live Scan will determine if applicants are eligible for employment.

Staff Training

After a qualified candidate completes the interview process and Live Scan background check, the candidate will be hired on a three-month probationary period. During this period, each candidate will go through an intensive training and education process where each candidate will be monitored and their progress charted. After which OCC will evaluate if the candidate is suitable for the position by monitoring them in a highly managed environment. All new employees will undergo an intensive orientation, during which they receive Employee Handbook, which will clearly explain all of the policies and procedures of Oakland Community Collective.

Training components will include:

- Training Videos
- Role Playing Scenarios
- Job Shadowing
- Job Coaching
- Monitoring of daily activities for learning opportunities
- Staff meetings and peer-assisted learning
- Off-Site learning, including Oaksterdam University classes and ASA training seminars (see below.)

Progress will be graded by:

- Self Studies
- Incident Notes
- Management Observations
- Patient Feedback

Oaksterdam University is America's first cannabis college, providing quality training for the cannabis industry. Oakland Community Collective is proud to have a strong working relationship with Oaksterdam University.

Classes include but are not limited to:

- Legal -- Federal vs. State Law
- Methods of Ingestion
- Civics -- Legal Rights and Responsibilities
- Industry Trends

See Exhibits for an expanded course offering.

Americans for Safe Access (ASA) is the largest national member-based organization of patients, medical professionals, scientists and concerned citizens promoting safe and legal access to cannabis for therapeutic use and research. ASA has developed a Medical Cannabis Provider Training Seminar that will help us prepare staff for:

- Peer Counseling
- Putting Patients First
- Media Training

Staffing Ramp-up

OCC will employ 3 full-time non-exempt employees to begin the hiring and training process necessary to open our dispensary. Job Description overviews are listed below. Our Staffing Plan is based on projected patient needs and is fully and quickly scalable to meet increased demand. OCC will also employ 2 FTE to serve in an administrative capacity. We will solicit applications for employment from in and around the Oakland area, with an explicit focus in local hiring.

Projected FTE's

Staffing Area (FTE)	2012	2013	2014
Dispensary Management	4	5	6
Direct Patient Support	8	10	12
Security	3	3	4
Administrative	5	6	8
Total	**20**	**24**	**30**

Roles and Responsibilities

Executive Director (ED)

- Ensure compliance with all laws and regulations associated with medical cannabis in the State of California.
- Maintain financial integrity and transparency
- Serve as an ambassador for the dispensary to the local community
- Liaison with government and non-government organizations
- Conduct budget oversight
- Review performance of employees and managers

Director of Training and Education (DTE)

- Responsible for patient education and outreach.
- With the Director of Marketing, executes community relations and outreach.
- Works with local government and policy officials to promote patients rights.
- With General Manager, addresses recruiting needs and supports hiring and on-boarding process.

General Manager (GM)

- Supervision of daily operations
- Review daily and weekly batch reports and conduct weekly flash audits to mitigate financial risks and fraud.
- Review daily and weekly inventory reporting and reconcile with financial batch reports.
- Sign for and approve all purchases over $500.
- Conduct periodic security reviews with SM
- Set standards; conduct reviews and set policies and standard operating procedures.
- Address HR issues, using contracted outsourced support

Senior Buyer (SB)

- Greet vendors and security guard at secure access point.
- Escort vendors to buying and review office.
- Inspects medicine for medial suitability
- Negotiate appropriate compensation with Vendor.
- Write purchase order and sends it to GM.
- Receive compensation funds from GM only after product has been transported from office.
- Deliver bulk packages and tracking ticket to GM for delivery to product room.

Product Inventory Manager (PIM)

- Receive bulk medicine from SB.
- Double check weight and apply barcode-tracking number.
- Oversee the sorting and breaking down into retail packaging.
- Applies bar-coding to retail packaging that relates to the bulk inventory item.
- Ensure all medicine is in good condition, and free of toxins, molds, fungi, insects, or other types of contaminants.|
- Calibrates scales every morning.
- Backs up SB when needed.

Dispensary Manager (DM)

- Allocate and reconcile cash drawers per shift.
- Allocate retail medication to Patient Product Specialists (PPS).
- Perform cash drops when registers are over their limits
- Reconcile retail sales reports into a daily batch.
- Manage displays, signage, pricing, training and team member reviews.
- Secure medication and drop cash in vault at closing.
- Secure facility for close.
- Daily update from Security Manager SM.

Security Manager (SM)

- Maintenance of all security equipment including camera system, communication systems, alarms, DVR recorders and locks, door sensors and the vault.
- Monitor access points and check in areas.
- Mobile patrol of the entire facility including patient areas, sorting areas, parking lots for suspicious activity.
- Coordinate security team and allocate resources throughout the facility.
- Remove problematic persons from the facility
- Train staff on detection and prevention of diversion/fraud and financial risks.

Patient Welcoming Representative (PWR)

- Greet patients upon their arrival.
- Monitor patient areas for cleanliness, equipment issues or any other concerns.
- Address patient complaints and refer to appropriate manager for resolution.

Patient Enrollment Specialist (PES)

- Enrollment of new patients and validation of medical status.
- Acclimating patient to the facility thru education and physical tour.
- Recurring resource for patients for follow-up needs and concerns.
- Add patients into digital database.

Patient Product Specialist (PPS)

- Receive retail medicine from DM.
- Receive cash drawers and verify counts.
- Arrange personal patient area for daily activity.
- Verify and record valid medical status of new patients
- Review medicines efficacy and types with patients.
- Discusses methods of taking medication.
- Process transactions with the patient and collect donation.
- Properly package medicine for patient transportation.

Director of Outreach and Marketing (DOM)

- Support and facilitate development and implementation of marketing plans.
- Plan and administer the marketing pperations budget;
- Organize and implement Community outreach program
- Design and plan quarterly marketing training seminars for attorneys.
- Oversee web site design; administer social media effort

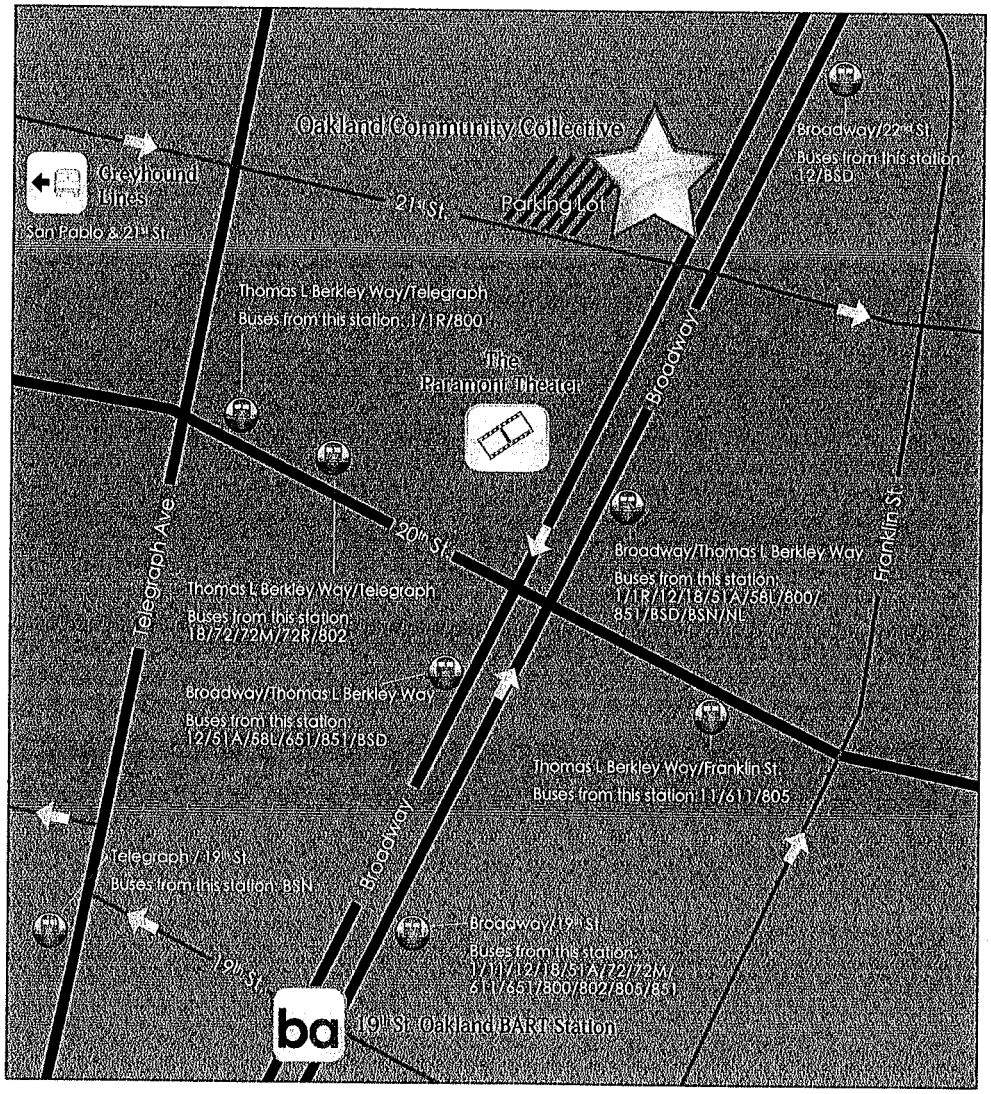
Director of Accounting (DOA)

- Prepare statements and monthly closing and cost accounting reports.
- Compile and analyze financial information to prepare entries to accounts, such as ledger accounts, and document transactions.
- Establish, maintain, and coordinate the implementation of accounting and accounting control procedures.
- Monitor and review accounting and related system reports for accuracy and completeness.
- Prepare and review budget, revenue, expense, payroll entries, invoices, and other accounting documents.
- Analyze revenue and expenditure trends and recommending appropriate budget levels, and ensure expenditure control.
- Resolve accounting discrepancies
- Interact with internal and external auditors in completing audits.

Patient Access

As a responsible steward of the environment, Oakland Community Collective has reinforced its firm commitment to alternative commuting by acquiring a site that is well served by public transportation. Facilitating access to public transportation and city bike paths will not only bring environmental benefits in the form of reduced greenhouse gas emissions and fewer cars on the road, but it can also reduce commuting costs for employees. Patients will also be well served with the ease and close proximity to public transportation.

2101 Broadway is located within 1 block of the 19th St. BART station entrance. Local bus stops are also abundant in the convenient downtown proposed Oakland dispensary location. Please see the below map for details.



Sustainability

OCC will operate in a sustainable manner utilizing "Green" business practices. These include the below.

Green Products

OCC will endeavor to use green products throughout its operation, with the following attributes:

- Made from post-consumer, recycled materials
- Bio-based
- Non-toxic
- Rated energy efficient, such as ENERGY STAR®
- Renewable and recyclable

Energy Efficiency

OCC understands prudent and conservative use of energy is one of the easiest and most cost-effective steps you can take to cut costs while helping the environment. Implementing energy efficiency practices is at the core of our business environmental management plan. We will:

- Conduct an energy audit to quickly identify areas where we can save energy costs.
- Purchase ENERGY STAR® appliances and office equipment
- Provide energy saving tips to your employees
- Look for green power and renewable energy sources

Reducing waste is a method of reducing operating costs ultimately allowing for lower priced medicine for patients. In addition to lower removal costs, waste reduction measures help cut costs on raw materials, office supplies and equipment. We will streamline operations to reduce waste, to enhance our overall efficiency as well as productivity and public image.

Waste Management

Waste management procedures include:

- Use post-consumer, recycled products
- Eliminate the use of excessive product packaging materials
- Optimize the use of paper products
- Participate in recycling programs, such as the U.S. Environmental Protection Agency's (EPA) WasteWise

Water Conservation

The increased demand on our nation's water supply is threatening human health and the environment. We will implement a water efficiency program that will cut the costs associated with buying, heating, treating and disposing of water.

- We will have our local water agency conduct a water audit at our facility to identify conservation opportunities
- We intend to conserve water using the best available technology
- We will minimize discharges to sewer/wastewater

We will continually look for new opportunities to help mitigate the impact that operating our dispensary has on the environment. We will continually look at our business practices and new technologies that will help run a successful enterprise while being good stewards of our planet, our city and our block.

Insurance

As a provider of medical cannabis to a broad range of patients and dispensaries, and as an employer, OCC will maintain adequate insurance coverage to encompass potential claims for damage, loss, injury, and the like.

Some insurance coverage maintained by OCC is mandated by law, e.g., unemployment insurance, social security [REH1], general liability, and workers' compensation. In addition, OCC will maintain insurance to encompass professional liability, motor vehicle liability, as well as potential crop damage, loss, etc.

General Liability Insurance

General Liability Insurance (GLI) protects OCC from claims arising from negligent acts and/or omissions resulting in bodily injury and/or property damage on the OCC premises, or claims arising from use of a product made or distributed by OCC. GLI encompasses a variety of exposure to liability and can include, for example, claims arising from contractor construction operations that result in bodily injury or property damage to a third party. GIC also encompasses claims arising out from OCC's ownership of property, manufacturing operations, contracting operations, sale or distribution of OCC products, as well as professional services.

Workers Compensation Insurance

OCC will provide Workers' Compensation insurance for its employees, to provide medical care benefits for injury received in the course and scope of OCC employment.

Professional Insurance

OCC will be covered by Professional Liability Insurance (also known as Professional Indemnity Insurance). Such insurance will protect OCC and its investors from potential negligence claims brought by patients/clients.

Motor Vehicle Insurance

Motor vehicle insurance will encompass claims arising out of OCC ownership, maintenance, and operation of motor vehicles. Scope of coverage will include collision, liability, comprehensive, and medical payment. OCC will protect itself from motor vehicle risks associated with working with contractors and subcontractors.

OCC Insurance Requirements

No contractor shall commence work under this contract until all insurance required herein is first obtained and approved by OCC Director of Risk Management. Nor shall the contractor allow any subcontractor to commence work until all similar insurance required by the subcontractor has been obtained and approved by the OCC Director of Risk Management.

The Contractor shall furnish the OCC with two (2) original Certificates of Insurance, with OCC named as an additional insured, showing the requisite minimum coverage provided by an insurance company acceptable to OCC Director of Risk Management. Further, the Certificate of Insurance shall state that coverage provided is primary to any other coverage available to OCC. The foregoing Certificates shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least sixty (60) days prior written notice has been given to OCC.

The Forms of Insurance OCC will require from contractors will include Motor Vehicle Liability, Workers' Compensation and Occupational Diseases as required by applicable law, and Employer's Liability.

STATEWIDE
INSURANCE SERVICES

Date: 10/01/2011

Re :
Oakland Community Collective

To City of Oakland

Statewide Insurance Services & MMD Insurance Group has pre approved Oakland Community Collecitve not only for General Liability, but also workers comppoestion and commercial auto insurance. Salwa and Oakland Community Collecitve has been a valued client and a source of valuable information to industry and our firm. Due to the professionalism and fastidiousness of his better busine. ; practices.

"Statewide Insurance Services' Medical Marijuana Specialty Unit, as agent, has reviewed Oakland Community Collecitve applications with our underwriters for insurance coverage and has received PRE-APPROVAL from our insurers for the coverage's requested. The additional insured naming the City of Oakland has been approved and will be issued once the policy is bound. Please note terms are subject to change as exposures change from those represented. We congratulate you for making the commitment to meet the stringent underwriting requirements and Better Business Practices required of our program. We are proud to represent Oakland Community Collective today and in the future for all there insurance needs."

Thank you

Michael Aberle - 0E09681
National Director
MMD Insurance
2701 Citrus Road Suite C
Rancho Cordova, Ca 95742
Toll Free PH: 888-751-3141 x 4808
Direct FX# 916-503-4808
www.MMDinsurance.com

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE:

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)
City of Oakland 100 Frank H. Ogawa Plaza Oakland CA 94612
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

© ISO Properties, Inc., 2004

Lloyd's Certificate

This Insurance is effected with certain Underwriters at Lloyd's, London.

This Certificate is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Assured is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

PROFESSIONAL PROGRAM INSURANCE BROKERS
371 Bel Marin Keys Blvd., #220
Novato, California 94949
(415) 475-4300

NOTICE:

1. THE INSURANCE POLICY THAT YOU (HAVE PURCHASED) (ARE APPLYING TO PURCHASE) IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED "NONADMITTED" OR "SURPLUS LINE" INSURERS.

2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.

3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.

4. THE INSURER SHOULD BE LICENSED EITHER AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR "SURPLUS LINE" BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 1-800-927-4357. ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO CONTACT THE NAIC'S INTERNET WEB SITE AT WWW.NAIC.ORG.

5. FOREIGN INSURERS SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATE'S DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.

NOTICE:

6. FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED STATES AND SHOULD BE ON THE NAIC'S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF APPROVED NONADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT, BROKER, OR "SURPLUS LINE" BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.

7. CALIFORNIA MAINTAINS A LIST OF APPROVED SURPLUS LINE INSURERS. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: WWW.INSURANCE.CA.GOV.

8. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.

D-2 (Effective July 21, 2011)

CERTIFICATE PROVISIONS

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.

2. **Correspondent Not Insurer.** The Correspondent is not an Insurer of the insurance described herein and neither is nor shall be liable for any loss or claim whatsoever. The Insurers of such insurance are those Underwriters at Lloyd's, London, whose names can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.

3. **Cancellation.** If the insurance described herein provides for cancellation and if said insurance is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.

4. **Service of Suit Clause**. In the event of the failure of Underwriters to pay any amount claimed to be due under the insurance described herein, Underwriters have agreed that, at the request of the Assured, they will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. In any suit instituted against any one of them upon the insurance described herein, Underwriters have agreed to abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

   Underwriters have further agreed that service of process in such suit may be made upon **Mendes & Mount, 445 South Figueroa Street, 38th Floor, Los Angeles, California 90017-1601, USA.** Underwriters have agreed that such firm or person is authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event that such a suit shall be instituted.

   Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters have designated the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary arising out of the insurance described herein, and have designated the above-mentioned as the person to whom the said officer is authorized to mail such process or true copy thereof.

5. **Assignment.** The insurance described herein shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.

6. **Attached Conditions Incorporated.** The insurance described in this Certificate is subject to all provisions, conditions and warranties set forth herein, attached, or endorsed, all of which are to be considered incorporated herein as further descriptive of the insurance the placement of which is evidenced by this Certificate.

7. **Short Rate Cancellation.** If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation. Premiums for cancellations pursuant to Paragraph 6 of the Notice on page 2 of this Certificate will be prorated.

Short Rate Cancellation Table For Term of One Year.

Days Insurance in Force	Percent of One Year Premium	Days Insurance in Force	Percent of One Year Premium	Days Insurance in Force	Percent of One Year Premium	Days Insurance in Force	Percent of One Year Premium
1	5%	66 - 69	29%	154 - 156	53%	256 - 260	77%
2	6	70 - 73	30	157 - 160	54	261 - 264	78
3 - 4	7	74 - 76	31	161 - 164	55	265 - 269	79
5 - 6	8	77 - 80	32	165 - 167	56	270 - 273 (9 mos)	80
7 - 8	9	81 - 83	33	168 - 171	57	274 - 278	81
9 - 10	10	84 - 87	34	172 - 175	58	279 - 282	82
11 - 12	11	88 - 91 (3 mos)	35	176 - 178	59	283 - 287	83
13 - 14	12	92 - 94	36	179 - 182 (6 mos)	60	288 - 291	84
15 - 16	13	95 - 98	37	183 - 187	61	292 - 296	85
17 - 18	14	99 - 102	38	188 - 191	62	297 - 301	86
19 - 20	15	103 - 105	39	192 - 196	63	302 - 305 (10 mos)	87
21 - 22	16	106 - 109	40	197 - 200	64	306 - 310	88
23 - 25	17	110 - 113	41	201 - 205	65	311 - 314	89
26 - 29	18	114 - 116	42	206 - 209	66	315 - 319	90
30 - 32 (1 mos)	19	117 - 120	43	210 - 214 (7 mos)	67	320 - 323	91
33 - 36	20	121 - 124 (4 mos)	44	215 - 218	68	324 - 328	92
37 - 40	21	125 - 127	45	219 - 223	69	329 - 332	93
41 - 43	22	128 - 131	46	224 - 228	70	333 - 337 (11 mos)	94
44 - 47	23	132 - 135	47	229 - 232	71	338 - 342	95
48 - 51	24	136 - 138	48	233 - 237	72	343 - 346	96
52 - 54	25	139 - 142	49	238 - 241	73	347 - 351	97
55 - 58	26	143 - 146	50	242 - 246 (8 mos)	74	352 - 355	98
59 - 62 (2 mos)	27	147 - 149	51	247 - 250	75	356 - 360	99
63 - 65	28	150 - 153 (5 mos)	52	251 - 255	76	361 - 365 (12 mos)	100

Rules applicable to insurance with terms less than or more than one year:

A. If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for insurance written for a term of one year.

B. If insurance has been in force for more than one year:

1. Determine full annual premium as for insurance written for a term of one year.
2. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the policy was written.
3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period insurance has been in force.

8. The Certificate is intended for use as evidence of the placement of the insurance described herein, in accordance with Section 1764 of the California Insurance Code.

SCHEDULE OF FORMS AND ENDORSEMENTS

POLICY NUMBER:	BP/11-0258	INSURED NAME:	OAKLAND COMMUNITY COLLECTIVE

Form/Endorsement No./Edition Date	
	***** COMMON POLICY FORMS *****
SLC-3 (COR)	Lloyd's Certificate Jacket and Declaration Page
GSC DEC (05-08)	Schedule of Forms and Endorsements
1803 (94) CA	California State and Surplus Lines Taxes
GSC-GN-001 (09-07)	General Clauses Endorsement
GSC-GN-002 (09-07)	Miscellaneous Endorsement
LMA 5092	TRIA: Not Purchased
LSW 1135B	Lloyd's Privacy Policy Statement
IL 00 17 11 98	Common Policy Conditions
	***** LIABILITY FORMS *****
SYNDBPGL 2-11	Schedule of Participating Lloyd's Underwriters Syndicate
CG DS 01 10 01	Commercial General Liability Declarations
CG 00 01 12 04	Commercial General Liabilty
CG 00 67 03 05	Exclusion - Emails, Fax
CG 20 11 01 96	Additional Insured - Managers or Lessors of Premises
CG 20 26 07 04	Additional Insured - Designated Person or Organization
CG 21 36 03 05	Exclusion - New Entities
CG 21 47 12 07	Exclusion - Employment Related Practices
CG 21 49 09 99	Exclusion - Total Pollution
CG 21 60 09 98	Exclusion - Year 2000 Computer Related and Other Electronic Problems
CG 21 67 04 02	Exclusion - Fungi or Bacteria
IL 00 21 05 04	Nuclear Energy Liability Exclusion
GSC-GL-001A (12-08)	Combination General Liability Endorsement (Non-Contractors)
GSC-GL-015 (09/07)	Products/Completed Operations included in General Aggregate
GSC-GL-018 (09/07)	Skin Tanning Exclusion
GSC-GL-028 (04-08)	Professional Liability Exclusion
GSC-GL-040 (05/10)	Americans With Disabilities Act Exclusion
SP-GL 008 (04-10)	Governmental Acts & Criminal Activities
JS-MJ 003 01 11	Products-Completed Operations Hazard

Plan of Operations/Daily Activities

Note:

OCC will start daily operations at 8:00 pm and conclude at 9:00 pm.

Patient hours will be from 9:00am to 8:00 pm.

Activity	Functional Area	Frequency
Receive packages and deliveries from non-cannabis vendors	Administrative	Daily
Answer phones, take messages, direct patients and schedule media requests	Administrative	Daily
Greet patients, check patient cards and direct and serve patient	Patient Service & Support	Daily
Process new patient registration forms	Patient Service & Support	Daily
Conduct new patient tours; review services, products, and procedures	Patient Service & Support	Daily
Update strain menu; upload to the live menu Big Screen	Patient Service & Support	Daily
Register new patients; review all policies, procedures, and patient responsibilities	Patient Service & Support	Daily
Direct first time vendors to Assistant Buyer to review protocols	Product/Safety/Compliance	Daily
Open the facilty; disarm off alarms; turn on lights; conduct walk-thru	Security -- Opening	Daily
Conduct security systems check	Security -- Opening	Daily
Turn on POS systems	Security -- Opening	Daily
Review and adjust daily operations schedule	Administrative	Daily
Put day's cash boxes in drawers	Administrative	Daily
Conduct closing inventory count	Security -- Closing	Daily
Conduct security systems check	Security -- Closing	Daily
Replenish inventory	Product/Safety/Compliance	Daily
Create and update employee work schedules	Administrative	Daily
Address daily staffing gaps	Administrative	Daily
Clean and maintain building exterior	Facility	Daily
Sweep streets and sidewalks around the building	Facility	Daily
Provide new vendor orientation	Product/Safety/Compliance	Daily
Schedule approved vendors	Product/Safety/Compliance	Daily

Activity	Functional Area	Frequency
Conduct product sampling and testing	Product/Safety/Compliance	Daily
Conduct accounting activities; cash management and reconciliation	Product/Safety/Compliance	Daily
Track inventory; enter new product into inventory management system	Product/Safety/Compliance	Daily
Breakdown incoming product into patient units	Product/Safety/Compliance	Daily
Label product; apply ID	Product/Safety/Compliance	Daily
Monitor parking lot and perimeter	Security	Continually
Monitor exterior perimeter	Security	Continually
Monitor interior	Security	Continually
Monitor cash handling	Security	Continually
Monitor fire systems	Security	Continually

RESOLUTIONS
OF THE
BOARD OF DIRECTORS
OF
OAKLAND COMMUNITY COLLECTIVE
To Establish Conformance With California Law

RESOLVED, that the collective shall operate on a strictly not-for-profit basis, and no dividend shall ever be paid by the collective nor shall any person ever receive any dividend, nor shall any person receive any draw upon the earnings of the collective; and

RESOLVED FURTHER, that the collective's property (including its retained earnings) shall be irrevocably dedicated to public and charitable purposes, and no part of the net income or assets of the collective shall ever inure to the benefit of any director, officer, or agent of the collective or to the benefit of any private person; and

RESOLVED FURTHER, that all of the collective's revenue in excess of its expenses shall be given to charity or shall remain in the collective itself, and that upon the dissolution or winding up of this collective, its assets remaining after payment, or provision for payment, of all debts and liabilities shall be distributed to one or more nonprofit funds, foundations, or corporations organized and operated exclusively for public, charitable, scientific, or educational purposes; and

RESOLVED FURTHER, that the collective shall operate as a means for facilitating or coordinating transactions between members, and that the collective's cannabis shall stay within a closed circuit, meaning that the collective shall not obtain cannabis from nor provide it to non-members; and

RESOLVED FURTHER, that the collective shall obtain a Seller's Permit and pay sales tax to the State Board of Equalization, shall obtain a business license and pay business tax to the City of Oakland, and shall pay all other required taxes; and

RESOLVED FURTHER, that all members of the collective shall complete a written membership application whereby they shall agree neither to distribute cannabis to non-members of the collective nor to use cannabis for other than medical purposes, moreover, any member caught diverting cannabis for non-medical use shall be excluded from membership; and

RESOLVED FURTHER, that for any patient to be accepted for membership in the collective, they must possess a valid state medical cannabis identification card or a valid Patient ID Center identification card, or their recommendation must be verified directly by their physician's office and the physician's identity and good standing must be verified by the Medical

Board of California or the Osteopathic Medical Board of California; and

RESOLVED FURTHER, that the collective shall maintain membership records, shall track when members' medical cannabis recommendations or identification cards expire, and shall exclude from membership any person whose recommendation or card has expired; and

RESOLVED FURTHER, that cannabis provided to members of the collective shall be allocated based on fees that are reasonably calculated to cover overhead costs and operating expenses; and

RESOLVED FURTHER, that the collective shall have no more cannabis than an amount reasonably related to its members' current aggregate medical needs; and

RESOLVED FURTHER, that the collective shall provide adequate security to ensure that patients are safe and that surrounding areas are not impacted by nuisance activity such as loitering or crime; and

RESOLVED FURTHER, that the collective shall keep accurate records and follow responsible cash handling practices, including regular bank runs and cash drops, and maintain a general ledger of cash transactions; and

RESOLVED FURTHER, that the collective shall operate in strict compliance with all California state laws and with all City of Oakland ordinances, policies, and regulations.

The foregoing Resolutions were passed unanimously, on a motion duly made and seconded, by the Board of Directors of Oakland Community Collective.

La Tanya Linzie,
Secretary

Medical Cannabis Acquisition Plan

I. Introduction

The following Plan of Operation demonstrates the understanding and compliance of Oakland Community Collective with the Medical Marijuana Laws of the State of California and related City of Oakland regulatory ordinances.

Oakland Community Collective is committed to working with the City of Oakland to ensure a secure source of medical cannabis to qualified patients. Oakland Community Collective can demonstrate a method of sourcing medical cannabis to maximize resources and options for its member patients, while complying with the dynamics of applicable law relating to the acquisition and distribution of medical cannabis. Oakland Community Collective will implement controls to acquire, process, transport, and distribute medical cannabis to and from patient members as part of a closed-circuit system of marijuana cultivation and consumption.

Oakland Community Collective has a clear and concise understanding of City of Oakland Regulations, California Statutes, and case law, to ensure strict compliance with those provisions. In the narrative below, Oakland Community Collective identifies two models derived from the legislative and case law in the acquisition of medical cannabis as part of a closed circuit system. Oakland Community Collective will implement both models within its operations to ensure strict compliance with applicable law, and to securely provide the best services and options for its member patients.

II. PROP 215

On November 6, 1996, California voters passed Proposition 215, the California Compassionate Use Act, subsequently codified as California Health and Safety Code §11362.5. The Compassionate Use Act modified existing California Health and Safety Code §11357 and §11357 relating, respectively, to the possession of marijuana, and to the cultivation of marijuana. The Compassionate Use Act provided an exemption to patients and their primary caregiver from criminal prosecution for cultivation and possession of marijuana, if a physician recommends use of marijuana for the patient's condition.

A caregiver under the Compassionate Use Act section 11362.5 is defined as "the

individual designated by the person exempted under this section who has consistently assumed responsibility for the housing, health, or safety of that person." The Compassionate Use Act also directed the legislature to "implement a plan to provide for the safe and affordable distribution of marijuana to all patients in medical need of marijuana."

III. Senate Bill 420

In 2003 the Legislature passed Senate Bill 420, the Medical Marijuana Program Act, effective January 1, 2004, adding sections 11362.5 through 11362.83 to the California Health and Safety Code. The law represented a dramatic change in the use, distribution, and cultivation of marijuana for persons who are qualified patients or primary caregivers. "Its specific itemization of marijuana sales laws indicates it contemplates the formation and operation of medical marijuana cooperatives that would receive reimbursement for marijuana and the services provided in conjunction with the provision of that marijuana." *People v. Urziceanu* (2005) 132 Cal. App. 4th 747, 785, 33 Cal. Rptr. 3rd 859. The Medical Marijuana Program Act allows for qualified patients and their caregivers to associate together collectively and cooperatively to grow medicine for patient members. The Medical Marijuana Program Act allows reasonable compensation for the time, expertise, and expense for the patient/caregiver/grower of the collective, but specifically prohibits profits from the sale of marijuana.

IV. Attorney General Guidelines

The Medical Marijuana Program Act states that "the Attorney General shall develop and adopt appropriate guidelines to ensure the security and non-diversion of marijuana grown for medical use by patients qualified under the Compassionate Use Act." §11362.81. In August 2008, then California Attorney General Jerry Brown published guidelines for legally qualified patients and state law enforcement about how to comply with California Medical Cannabis Laws. The publication acknowledges that "a properly organized and operated collective or cooperative that dispenses medical marijuana through a storefront may be lawful under California law." Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, p.11. While these guidelines are not binding, judges can and do give weight to its recommendations for compliance.

As the Medical Marijuana Program Act recognizes the association of qualified patients and caregivers to associate together, the guidelines give specific operating guidelines to help ensure lawful operation. The following is the specific issue regarding guide as if a collective is operating legally.

A. Non-Profit Operation:

In the implementation of the guidelines, the California Secretary of State will only accept Articles of Incorporation from a Medical Marijuana Collective seeking to register as a business entity only if it is a Non-Profit Mutual Benefits Corporation or a Not-for-Profit Unincorporated Association.

Oakland Community Collective is incorporated as a Non-Profit Mutual Benefits Corporation under the laws of California. Oakland Community Collective is committed to operating as a not for profit organization. As such Oakland Community Collective will use any and all excess revenues to providing more services to its patient members and to contributing to community programs as described in this proposal.

Oakland Community Collective is committed to ensuring that all vendors who may associate with Oakland Community Collective to distribute cannabis produced by their organization also operate as a Non-Profit Organization. Oakland Community Collective will only work with vendors who are organized under California Law as a Not-for-Profit Organization, and will verify all vendor's Articles of Incorporation with the Secretary of State of California. If a vendor is not properly organized as a Not-for-Profit, Oakland Community Collective will instruct them on how to file and can provide referrals to attorneys who can help them organize properly. However Oakland Community Collective will refuse to do business with vendors who are not legally operating as non profit organizations.

B. Business Licenses, Sales Tax, and Seller's Permit:

Oakland Community Collective is committed to working with the City of Oakland and its licensing agencies, as the City Council works to establish a licensing process for the cultivation of cannabis within the city limits of Oakland. When such licensing processes are complete, Oakland Community Collective will promptly make application to qualify for a license to cultivate cannabis in the City of Oakland. Further, Oakland Community Collective will try to purchase the majority of its medical cannabis from vendors and facilities that are licensed by the City of Oakland to cultivate medical cannabis as a business. Oakland Community Collective will require that all vendors provide Federal and State Tax Payer identification number for their organization, to ensure proper reporting to applicable state and city agencies.

C. Membership Application and Verification:

Membership applications and verification of member applicants as qualified patients under the Compassionate Use Act is described in detail under the operating procedures. Each vendor desiring to transact business with Oakland Community Collective must join as a member and be verified as a member patient. Any individual member of a vendor collective whose doctor's recommendation has expired will be disqualified

from doing business with Oakland Community Collective until their membership has been renewed and verified.

D. Collectives Should Acquire, Possess, and Distribute Only Lawfully Cultivated Marijuana:

Oakland Community Collective will make every effort to ensure that the medical cannabis it obtains from vendors complies with the State Attorney General Guidelines in its organizational structure, licenses, and membership as outlined above. The goal of Oakland Community Collective is to provide a closed-circuit model of marijuana cultivation for consumption, while precluding diversion of marijuana to a non-member. All vendors, sources, and acquisition of medical cannabis must first go through the verification procedures to qualify as a member of Oakland Community Collective and become a member of Oakland Community Collective. The closed-circuit models Oakland Community Collective will use in the acquisition of medical cannabis are as follows:

1. Collective to Patient Model

In this model Oakland Community Collective would grow the medical cannabis at a licensed grow location, and would hire only member patients to work at the facility. All cannabis grown at the location would be inventoried, tagged, and tracked from seedling to sale. Oakland Community Collective will implement adequate security measures to insure that cannabis would not be diverted to anyone outside of the collective. Oakland Community Collective would test and guaranty the quality and safety of all cannabis grown at its facility. In this model Oakland Community Collective would work with the City of Oakland to comply with all City Regulations and concerns.

In the acquisition of edible products Oakland Community Collective would seek to establish a licensed kitchen where employees of Oakland Community Collective would prepare medical cannabis products in a supervised, controlled facility. Oakland Community Collective seeks to work closely with the City of Oakland Health and Safety Department to develop ordinances and guidelines to implement a regulatory process for a licensed medical cannabis kitchen within the City of Oakland.

Oakland Community Collective is committed to working with the City of Oakland to promote the secure manufacture and production of the majority of its medical cannabis under this model. As the caretaker of its member patients, Oakland Community Collective can ensure the quality, source, and reliability of the medical cannabis provided to its member patients. All products will be produced by member employees, who would receive reasonable compensation for their time and expertise. Preferably these member employees would receive the same benefits packages

given to dispensary employees outlined in this proposal. Oakland Community Collective will provide all security and tracking necessary to prevent any of the cannabis from going to non-members of the collective.

In this model, cannabis remains under the control and supervision of Oakland Community Collective until it reaches the member patients. Oakland Community Collective commits to participating in City of Oakland planning and meetings such that the majority of the product acquired by Oakland Community Collective member patients will follow this model.

2. Collective to Collective Model

In this model Oakland Community Collective would acquire medical cannabis from outside registered not for profit collectives who have their own patient base, but specialize in certain stains or products required by member patients for their illness that Oakland Community Collective cannot presently supply. All such vendors who work with Oakland Community Collective must be organized and comply with the Attorney General Guidelines. Should Oakland Community Collective become aware that a vendor organization is not in compliance with the Attorney General Guidelines and/or with City of Oakland ordinances, Oakland Community Collective will immediately terminate any further business with such vendor until the vendor demonstrates compliance.

The growing of medical marijuana has become uniquely specialized to patients needs. The traditional differences between sativa and indica strains of medical cannabis have been referred to earlier herein. Work is underway on CBD-rich strains of cannabis that specifically target patient inflammation and swelling, as well as a possible treatment of certain cancer cells. This particular strain is low in the active ingredient THC, which is the part of the plant that tends to make a person disorientated. A CBD strain of medical cannabis does not produce a high, unlike sativa and indica medical cannabis. Unfortunately there is a high cost associated with development of the genetic of a CBD-rich strain of cannabis, which often is grown by the patient. Although there exists a specific market for patients who may need this particular type of strain, it is not always practical for an Oakland Collective serving a large community to always provide this strain.

However, Oakland Community Collective wants to provide the largest variety of medical cannabis for patient specific needs, and is committed to associating with other legally formed not for profit

collectives to share skills and strains their members have perfected for a particular class of patient members. Through such inter-association with other dispensaries Oakland Community Collective can better serve the diversity of medical needs and uses of medical marijuana for its member patients.

Oakland Community Collective is committed to the closed-circuit system of accountability, tracking, and reporting of revenues for all its sources of medical cannabis. Oakland Community Collective will ensure the safety and legality of the medical cannabis product acquired from vendors. The below enumerated security protocols developed by Oakland Community Collective will require that new vendor organizations:

a. are verified as medical cannabis patients;
b. become a member of Oakland Community Collective;
c. show articles of incorporation as a non for profit mutual benefits corporation or registration as a not for profit unincorporated association recorded with the Secretary of State of California;
d. the intake staff for Oakland Community Collective will verify with the Secretary of State of California that the organization is in good standing with the Secretary of State of California;
e. the collective representative must provide a federal tax payer identification number and state tax payer identification number for the organization;
f. if the vendor is a City of Oakland business, then a copy of the City of Oakland license and verification that they are current with their local taxes;
g. the vendor may be asked about their grow location, procedures, testing, and operations to ensure compliance state and local laws;
h. depending on the circumstances a representative my go to the collective grow location and place of business to inspect their operations to ensure product safety and proper growing practices, and
i. the vendor would be given a unique number to track his entire product and the monies paid to the organization. At the end of the year the monies paid to the vendor would be reported under the organization's tax identification numbers.

Oakland Community Collective is committed to working only with legal vendors and acquiring, as needed, medical cannabis from other patient based not for profit collectives. Requiring compliance with the above protocols by vendors provides accountability and traceability of the vendor

V. Case Law

The legal acquisition of medical cannabis, and providing a closed-circuit system of medical cannabis from cultivation to consumption by Oakland Community Collective complies with case law, which is dynamic and ever developing. Although much weight is given to the above Attorney General Guidelines, the Guidelines are not the law. The law is the Compassionate Use Act of 1996, the Medical Marijuana Program Act of 2004, and the case law that interprets these laws.

A. Care Giver: People v. Mentch, S148204 (11/24/2008)

In this case the court addresses the issue as to what it means to be a caregiver under both the Compassionate Use Act of 1996 and the Medical Marijuana Program Act of 2004. Mentch was a cultivator of marijuana charged with cultivation and the sale of marijuana. Mentch's defense was that he was both a qualified patient entitled to grow marijuana for himself and a primary caregiver entitled to cultivate marijuana and possess it for sale to others.

A caregiver under the Compassionate Use Act of 1996 and the Medical Marijuana Program Act of 2004 must satisfy two criteria: (1) the caregiver must have been designated by a qualified medical marijuana patient, and (2) the caregiver must be a person who has consistently assumed responsibility for the housing, health, or safety of the patient. Thus, qualification as a caregiver requires satisfying both a "designee" clause and a "responsibility" clause. "Designation is necessary, but not sufficient." (*People v. Urziceanu* (2005) 132 Cal. App. 4th 747, 773, *People ex rel. Lungren v. Peron* (1997) 59 Cal. App 4th 1383, 1397.)

The responsibility clause of the caregiver portion of the statute "must prove at minimum that he or she (1) consistently provided caregiving, (2) independent of any assistance in taking medical marijuana, (3) at or before the time he or she assumed responsibility for assisting with medical marijuana." (*People v. Mentch* (2008) 45 Cal. 4th 274, 283, 85 Cal. Rptr. 3rd 480, 195 P. 3d 1061.)

In the present matter, in addition to verifying patients and having them join as members of the collective, Oakland Community Collective will strive both to provide a varied arrangement of caregiving services to its member patients, and also to be a caregiver from the moment the patient seeks membership. It is hoped that medical cannabis patients throughout California will come to the Oakland Community Collective, not for cannabis, but to benefits from the caregiving and community service programs Oakland Community Collective offers to its members and to the community.

Oakland Community Collective will "consistently provide caregiving" to its members by maintaining accurate records of their doctor's recommendations, purchases, and requests. Oakland Community Collective will update and inform their members of all the services provided on site and those services that could be brought to them at their home. Members will be encouraged to take advantage of services offered by Oakland Community Collective, and their opinions will be solicited as to what further services might be of interest.

Oakland Community Collective's caregiving services will be "independent of any assistance in taking medical marijuana." Oakland Community Collective will establish programs and services needed by patient members in their day-to-day life, especially programs for seriously ill patient members. Such services include food assistance programs, housing placement and assistance programs, education and job training programs, hospice and elder care programs, and exercise including walking tours of the City of Oakland. Members of Oakland Community Collective need not purchase medical cannabis from Oakland Community Collective to take advantage of these services. In fact some members may be totally dependent on the services provided by Oakland Community Collective, without ever buying or using medical cannabis.

Oakland Community Collective "at or before the time [Oakland Community Collective] assumed responsibility for assisting with medical marijuana" will begin providing caregiving services to its members. Caregiving services begin when a potential patient walks through the door, and intake of the patient's needs and orientation to the services provided is made by Oakland Community Collective. Among other questions, the person is asked whether they have previously used any of the services available, and what existing Oakland Community Collective services may be desired, or what services would improve the quality of their life.

All member vendors who do business with Oakland Community Collective will also receive an orientation and intake of their needs for Oakland Community Collective services. In addition, vendor organization's patients will also be eligible for Oakland Community Collective's member and community services and Oakland Community Collective will help its organizational vendors set-up their own caregiver service programs for their collective members.

B. Collective: People v. Hochanadel, D054743 (8/18/2009)

In Hochanadel the court dealt with the issue of whether there was sufficient probable cause to uphold a search warrant requested by an officer, where it was alleged a storefront dispensary/collective, was not operating legally under the Compassionate Use Act of 1996 and the Medical Marijuana Program Act of 2004. *Hochanadel* addressed what it

means to be a legal collective under the Medical Marijuana Program Act of 2004 and the Attorney General Guidelines.

The court in *Hochanadel* undertook an analysis similar to the Attorney General Guidelines. The court's application of the guidelines to a storefront dispensary is relevant here, especially with respect to how Oakland Community Collective has corrected perceived shortcomings.

1. **Non-Profit Operation:**
Hochanadel was *not* organized as a Non Profit Mutual Benefits Corporation, and had merely filed a certificate of use statement with the California Secretary of State.
2. **Business Licenses, Sales Tax, and Seller's Permit:**
The Hochanadel storefront had a City of Palm Desert business license and operated in a transparent fashion. However that alone though does *not* create a legally operating collective under the Compassionate Use Act of 1996 and the Medical Marijuana Program Act of 2004.
3. **Membership Application and Verification:**
Hochanadel did have a verification process but failed to have a membership for their collective. Hochanadel was *not* organized as a collective as recognized under California Law, and merely had customers designate the dispensary as their primary caregiver. The dispensary provided no other services other than dispensing medical cannabis to its patients and there was *no* membership.
4. **Collectives Should Acquire, Possess, and Distribute Only Lawfully Cultivated Marijuana:**
Undercover officers in Hochanadel observed and followed one Mr. Silva after he sold cannabis to the Hochanadel dispensary. The officers executed a search warrant on Mr. Silva who was found with guns, as with cannabis growing in his garage. It is unknown if Mr. Silva had a medical cannabis recommendation from a doctor but the case clearly indicates that Mr. Silva was *not* in compliance with Compassionate Use Act of 1996 or the Medical Marijuana Program Act of 2004. Given these facts the court presumed the Hochanadel dispensary was operating illegally and upheld the search warrant.

Oakland Community Collective has taken into considerations all relevant authorities to present, and presents to the City of Oakland the best models to operate the best medical cannabis dispensary in Oakland legally. The legislative history of both Compassionate Use Act of 1996, the Medical Marijuana Program Act of 2004, and case law provides a wealth of information and guidance as to how a well-run legal medical marijuana collective should be operated. Such a collective will not only provide access to medical cannabis to member patients in need but will provide a spectrum of essential services to the members and to the community.

VI. Safety, Tracking and Record Keeping

A. Product Receiving Security Protocol

1) Before registering as a vendor with Oakland Community Cooperative, a cultivator must schedule an appointment and meet with OCC's Senior Buyer to provide all necessary forms and documents to demonstrate that their garden is in compliance with State and local laws and regulations.

2) Upon registration, the cultivator is entered into a secure database and given a special phone number and email address with which to make vending appointments.

3) Vending appointments must be requested and confirmed via email 24 hours in advance.

4) Upon arriving at the Oakland Community Cooperative dispensary for a scheduled appointment, the vendor (or registered representative) will park in one of two designated parking spots.

5) Vendor checks-in with the security guard patrolling the rear perimeter.

6) Using his Daily Vendor Appointment Schedule, the security guard checks the vendor ID, verifies that the vendor has an appointment, and notifies the Senior Buyer to confirm readiness to receive product.

7) If the vendor does not have an appointment, he/she will be asked to leave.

8) If the vendor is early, or if the Senior Buyer is not ready, he/she will be asked to wait in their vehicle.

9) When ready, one of the two security guards will escort the vendor to the private monitored side doors. The other guard will remain on look-out in the parking area.

10) Once the vendor is escorted to the private side door, the Senior Buyer will come down from the mezzanine level, grant entry, greet the vendor, and provide escort to back the mezzanine level buying office.

11) The security guard will remain on look-out outside the private side door during the vendor-Senior Buyer transaction.

12) In the buying office, the Senior Buyer will examine the vendor's product.

13) If the product passes initial visual inspection, the Senior Buyer will extract a sample and subject it to the Steep Hill RT Unit for profile testing.

14) The RT Unit will display THC/CBD/CBN results, determining medical grade for the sample product brought by the vendor.

15) If the product meets OCC's standards and OCC chooses to purchase the product, the Senior Buyer will radio the Product Handling Manager to come to the mezzanine level to receive the product.

16) The Product Handling Manager will take the product to the first floor Product Handling Room and provide an additional visual inspection.

17) Once the Product Handling Manager confirms the product's visual cleanliness and quality, he/she will direct the Cash Manager to provide the appropriate payment amount to the Senior Buyer.

18) The Senior Buyer will re-count the funds and issue the vendor a receipt.

19) Once the transaction is complete, the vendor is escorted downstairs to the private side door. Upon exit, the security guard will escort the vendor to his/her vehicle and monitor departure from the designated parking spot.

20) If the product does not meet OCC's standards, Oakland Community Cooperative will return the product to the vendor without payment and escort him/her to their vehicle in the same manner as above.

Building & Construction

Overview

Oakland Community Collective has chosen an existing building site located at 2101 Broadway St., Oakland, CA. The site selection process incorporated LEED Sustainable Site Selection in that will be utilizing an existing building where no renovation is required and in turn key status.

The existing building is a 6,500 square foot space located on the first floor with a 2,100 square foot mezzanine level that overlooks the first floor. The building is a 2 story steel and concrete structure with a fully glazed curtain wall exterior. The building underwent a major renovation in 2005 where all work was performed according to the buildings codes, ordinances and laws of the authority having jurisdiction on the project and as amended by the State of California, including Title 24. All work was performed with the appropriate city building permits. Please refer to the Property section for the construction and renovation permit history.

2101 Broadway is an ideal location for the proposed dispensary by Oakland Community Collective. Following the recent renovation, a retail branch of a defunct federal credit union occupied the building. These renovations included extensive upgrades to all aspects of security as well as fire protection, electrical, plumbing, structural, and HVAC.

Code Compliance

2101 Broadway is a turnkey building, with no renovations or tenant improvements needed. In 2005, the building underwent extensive tenant improvements as well as structural upgrades to the mezzanine level. All work was performed with the required permits and according to the buildings codes, ordinances and laws of the authority having jurisdiction on the project and as amended by the State of California, including Title 24.

Security

[redacted]

Public Transportation

As a responsible steward of the environment, Oakland Community Collective has reinforced its firm commitment to alternative commuting by acquiring a site well served by public transportation. Facilitating access to public transportation and city bike paths will not only bring environmental benefits in the form of reduced greenhouse gas emissions and fewer cars on the road, but it can also reduce commuting costs for employees. Patients will also be well served with the ease and close proximity to public transportation.

2101 Broadway is located within 1 block of the 19th St. BART station entrance. Local bus stops are also abundant in the convenient downtown proposed Oakland dispensary location.

OFFICE | LEASE

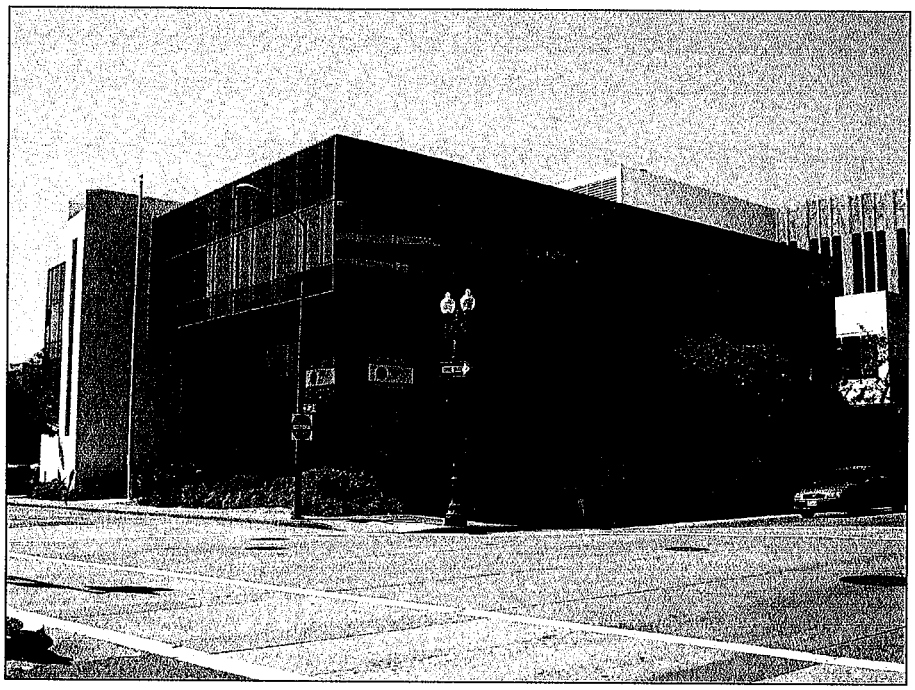
2101 BROADWAY

Oakland, CA

SUMMARY

1st Floor:	±6,500 SF
IG Rate:	$1.75 | $11,375
2nd Floor:	±8,400 SF
FS Rate:*	$1.95 | $16,380
Mezzanine:	±2,100
FS Rate:*	$1.95 | $4,095

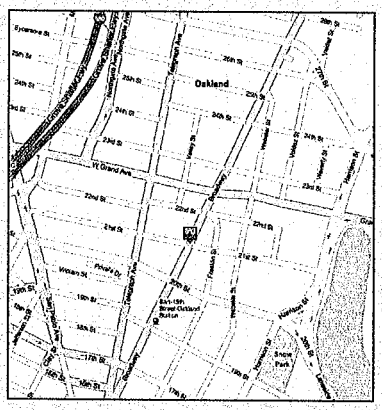
**Net of Electric. Rates will vary depending on length of lease, size, location within building, credit, tenant improvements, etc. Specific quote available upon discussion of tenant needs.*



FOR MORE INFORMATION
PLEASE CONTACT:
Damian Fink, Partner
DRE License: 01339701
Office 510.268.8500 x35
dfink@californiagroup.com

HIGHLIGHTS

- Downtown Oakland location on prominent corner
- On-site parking: up to 12 spaces
- Adjacent to 150-stall parking lot
- Two blocks from BART and AC Transit
- Ample natural light on four frontages
- Newly constructed high end finishes
- Building and signage available



COMMENTS

The property located at 2101 Broadway is in the emerging Uptown and Theatre Districts of Downtown Oakland. There is ample parking on-site, in adjacent garage and across-the-street lots and nearby metered parking. The extensive glass line provides ample natural light throughout, on four frontages. The building also boasts of numerous offices, conference rooms, restrooms and cube/open spaces as well as a large kitchen/employee lounge. It can also be divisible by floor - building identity available.

HE ROTUNDA BUILDING
300 Frank Ogawa Plaza, Suite 340
Oakland, CA 94612
Telephone 510.268.8500
Facsimile 510.834.5380

The information supplied herein is from sources we deem reliable. It is provided without any representation, warranty or guarantee, expressed or implied, as to its accuracy. Prospective Buyer or Tenant should conduct an independent investigation and verification of all matters deemed to be material, including, but not limited to, statements of income and expenses.

CALIFORNIA
CAPITAL & INVESTMENT
GROUP

OFFICE | LEASE

2101 BROADWAY

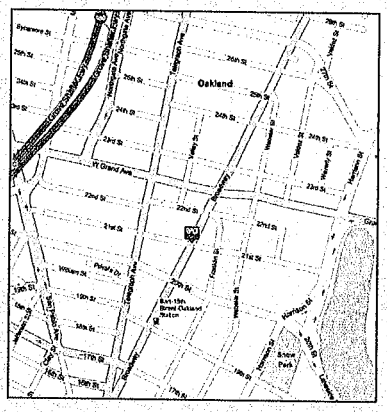
Oakland, CA

SUMMARY

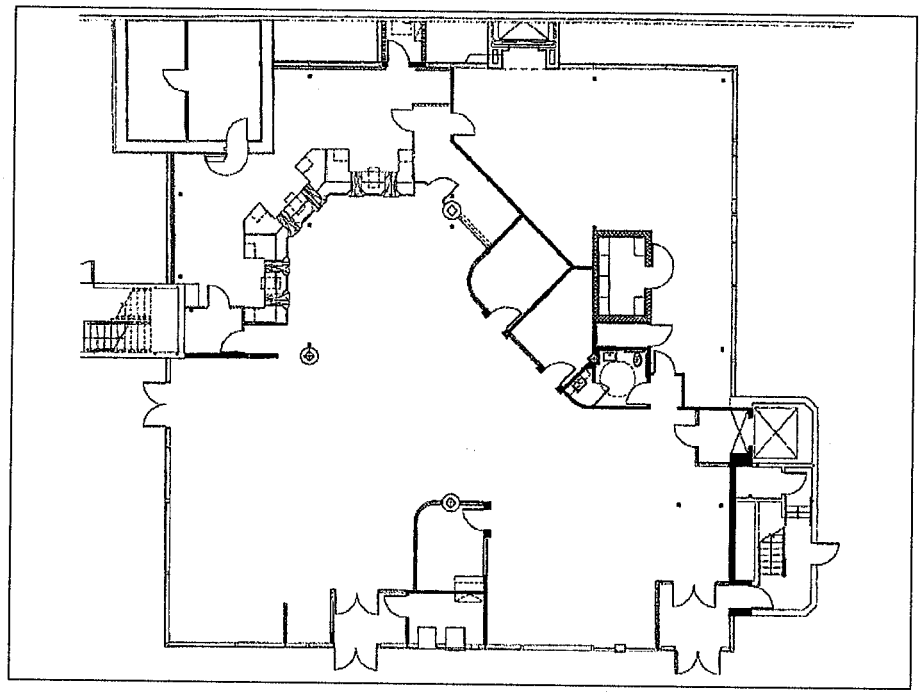
1st Floor:	±6,500 SF
IG Rate:	$1.75 | $11,375
2nd Floor:	±8,400 SF
FS Rate:*	$1.95 | $16,380
Mezzanine:	±2,100
FS Rate:*	$1.95 | $4,095

**Net of Electric. Rates will vary depending on length of lease, size, location within building, credit, tenant improvements, etc. Specific quote available upon discussion of tenant needs.*

FOR MORE INFORMATION
PLEASE CONTACT:
Damian Fink, Partner
DRE License: 01339701
Office 510.268.8500 x35
dfink@californiagroup.com



1st Floor - FLOOR PLAN



IE ROTUNDA BUILDING
300 Frank Ogawa Plaza, Suite 340
Oakland, CA 94612
Telephone 510.268.8500
Facsimile 510.834.5380

The information supplied herein is from sources we deem reliable. It is provided without any representation, warranty or guarantee, expressed or implied, as to its accuracy. Prospective Buyer or Tenant should conduct an independent investigation and verification of all matters deemed to be material, including, but not limited to, statements of income and expenses.

CALIFORNIA
CAPITAL & INVESTMENT
GROUP

OFFICE | LEASE

2101 BROADWAY

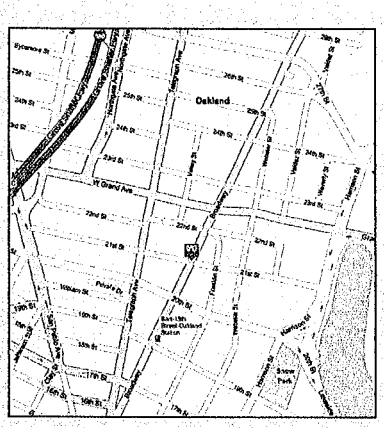
Oakland, CA

SUMMARY

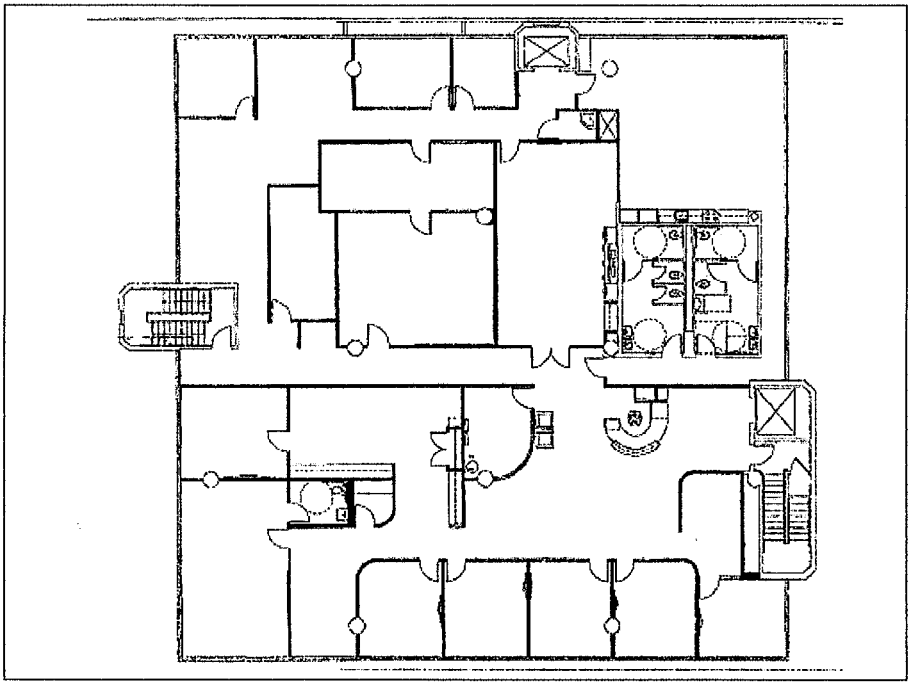
1st Floor:	±6,500 SF
IG Rate:	$1.75 | $11,375
2nd Floor:	±8,400 SF
FS Rate:*	$1.95 | $16,380
Mezzanine:	±2,100
FS Rate:*	$1.95 | $4,095

**Net of Electric. Rates will vary depending on length of lease, size, location within building, credit, tenant improvements, etc. Specific quote available upon discussion of tenant needs.*

FOR MORE INFORMATION
PLEASE CONTACT:
Damian Fink, Partner
DRE License: 01339701
Office 510.268.8500 x35
dfink@californiagroup.com



2nd Floor - FLOOR PLAN



E ROTUNDA BUILDING
300 Frank Ogawa Plaza, Suite 340
Oakland, CA 94612
Telephone 510.268.8500
Facsimile 510.834.5380

The information supplied herein is from sources we deem reliable. It is provided without any representation, warranty or guarantee, expressed or implied, as to its accuracy. Prospective Buyer or Tenant should conduct an independent investigation and verification of all matters deemed to be material, including, but not limited to, statements of income and expenses.

CALIFORNIA
CAPITAL & INVESTMENT
GROUP

OFFICE | LEASE

2101 BROADWAY

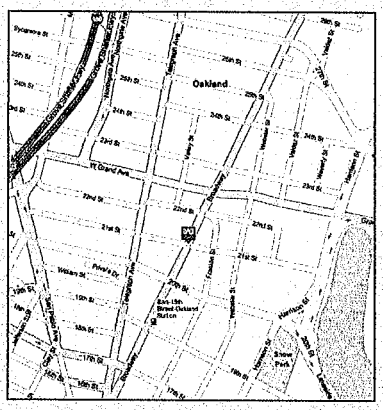
Oakland, CA

SUMMARY

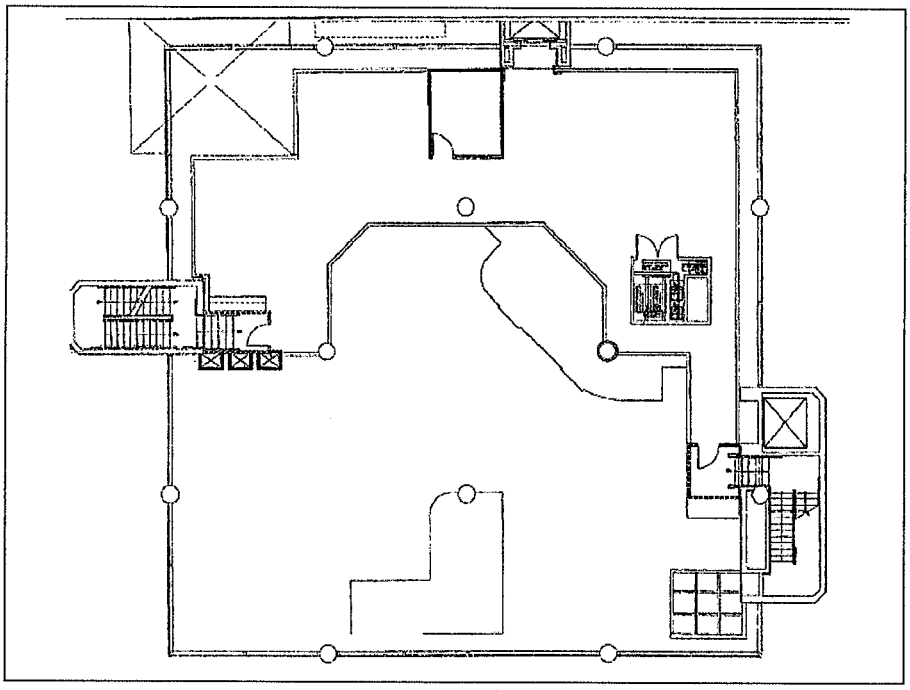
1st Floor:	±6,500 SF
IG Rate:	$1.75 | $11,375
2nd Floor:	±8,400 SF
FS Rate:*	$1.95 | $16,380
Mezzanine:	±2,100
FS Rate:*	$1.95 | $4,095

**Net of Electric. Rates will vary depending on length of lease, size, location within building, credit, tenant improvements, etc. Specific quote available upon discussion of tenant needs.*

FOR MORE INFORMATION
PLEASE CONTACT:
Damian Fink, Partner
DRE License: 01339701
Office 510.268.8500 x35
dfink@californiagroup.com



Mezzanine - FLOOR PLAN



E ROTUNDA BUILDING
300 Frank Ogawa Plaza, Suite 340
Oakland, CA 94612
Telephone 510.268.8500
Facsimile 510.834.5380

The information supplied herein is from sources we deem reliable. It is provided without any representation, warranty or guarantee, expressed or implied, as to its accuracy. Prospective Buyer or Tenant should conduct an independent investigation and verification of all matters deemed to be material, including, but not limited to, statements of income and expenses.

CALIFORNIA
CAPITAL & INVESTMENT
GROUP

PTS202 UPDATE/QUERY PARCEL HISTORIC DATA 10/03/11 14:37:18
Next Option: 203

Parcel: 008 -0648-018-00 Bldg: __ Addr: 2101 BROADWAY
Hist Name: Security Pacific Building Permit Plans
Common Name: Security Pacific Bank Designer: ORS Corporation
Year Built: 1974
Description: late 20th century bank
OCHS Docs: intensive survey files
Hist Status: not a PDHP; post-1945 or modernized
OCHS Rating: *3 Year 1985 Level I2 Hist Dist* ___

---------- CITY PRESERVATION PROGRAMS ----------

PDHP List: Study List: URMHS EQDHS Green Rating
Landmark #: Ord# Case# Date Class
S7 Zone #: Ord# Case# Date
Description:

---------- STATE PRESERVATION PROGRAMS ----------

CRHR Ref# Date Desc
Ref# Date Desc

---------- FEDERAL PRESERVATION PROGRAMS ----------

NR Status* Date Dist* NHL:

F3=Ext F5=Chg F6=Add F7=Fwd F8=Bck F9=Del F11=Fnd F12=Prv F13=Print F24=Com

PTS202 UPDATE/QUERY PARCEL HISTORIC DATA 10/03/11 14:37:03
Next Option: 203

Parcel: 008 -0648-018-00 Bldg: __ Addr: 2101 BROADWAY
Hist Name: Security Pacific Building Permit Plans
Common Name: Security Pacific Bank Designer: ORS Corporation

----------COMMENTS----------

Parcel#: 008 -0648-018-00
Zoning is okay with ada ramp and railing. LBK
>>> 03/06/2006 10:46:08 KAMIN#L QPADEV0090

--

--

--

F3=Exit Bottom

PTS100-01 UPDATE/QUERY PROJECT INFORMATION 10/03/11 14:06:08

PERMITS.

PERMIT #

Applic#* B0403272 Type: 5

STATUS

Date Filed: 07/23/04 Disposition: EX PRMT EXPIRE 01/28/05

	NUMBER	STREET NAME	SUFFIX*	SUITE	ASSESSOR PARCEL#
Site addr: 1)	2101	BROADWAY			008 -0648-018-00
2)					
3)					

Bldg: Floor: Prcl Cond: Cond Aprvl: Viol:

Proj Descr: soft demo on entire 1st and 2nd floor for future TI PC:

Insp Div: BD-INSP Dist: 01 Scope Includes: BLDG ELEC MECH PLMB

		Lic#	Phone#	Applicant
Track:				
Owner:	KAIPERM FCU		(510)628-6010	
Contractor:	BAKER CONSTRUCTION CO GENERAL	453985	(510)791-5163	X
Arch/Engr:				
Agent:				

Applicant Addr: 37310 CEDAR BLVD SUITE F No Fee:

City/State: NEWARK, CA Zip: 94560 Wrkrs Comp* 10/01/07

Other Related Applic#s:

F3=Ext F23=Dsc F24=Com

987 Business Tax License Expired

PTS100-01 UPDATE/QUERY PROJECT INFORMATION 10/03/11 14:06:13

Applic#* B0403657 Type: 5
Date Filed: 08/16/04 Disposition: F FINALED 12/05/05

	NUMBER	STREET NAME	SUFFIX*	SUITE	ASSESSOR PARCEL#
Site addr: 1)	2101	BROADWAY			008 -0648-018-00
2)					
3)					

Bldg: Floor: Prcl Cond: Cond Aprvl: Viol:
Proj Descr: STRUCTURAL UP-GRADE,AND ADD MEZZ AT GRND.FLOOR LEVEL. PC:

Insp Div: BD-INSP Dist: 01 Scope Includes: BLDG ELEC MECH PLMB

		Lic#	Phone#	Applicant
Track:				
Owner:	KAIPERM FCU			
Contractor:	BAKER CONSTRUCTION CO GENERAL	453985	(510)791-5163	X
Arch/Engr:				
Agent:	DOUG BAKER/WILLARD BAKER		(510)791-5163	

Applicant Addr: 37310 CEDAR BLVD SUITE F No Fee:
City/State: NEWARK, CA Zip: 94560 Wrkrs Comp* 10/01/07
Other Related Applic#s: P0500226 E0500238 OB050101 OB050215

F3=Ext F23=Dsc F24=Com
987 Business Tax License Expired

PTS100-01 UPDATE/QUERY PROJECT INFORMATION 10/03/11 14:06:46

Applic#* B0501006 Type: 5
Date Filed: 03/10/05 Disposition: F FINALED 07/24/06

	NUMBER	STREET NAME	SUFFIX*	SUITE	ASSESSOR PARCEL#
Site addr: 1)	2101	BROADWAY			008 -0648-018-00
2)					
3)					

Bldg: Floor: Prcl Cond: Cond Aprvl: Viol:
Proj Descr: Complete remodel of the interior plus the addition of PC:
mezzanine improvements for an existing 2 story building.

Insp Div: BD-INSP Dist: 01 Scope Includes: BLDG X ELEC MECH PLMB

		Lic#	Phone#	Applicant
Track:				
Owner:	KAIPERM FCU			
Contractor:	BAKER CONSTRUCTION CO GENERAL	453985	(510)791-5163	X
Arch/Engr:				
Agent:				

Applicant Addr: 37310 CEDAR BLVD SUITE F No Fee:
City/State: NEWARK, CA Zip: 94560 Wrkrs Comp* 10/01/07
Other Related Applic#s: E0500871 M0500503 P0500754

F3=Ext F23=Dsc F24=Com
987 Business Tax License Expired

PTS100-01 UPDATE/QUERY PROJECT INFORMATION 10/03/11 14:06:49

Applic#* B1102497 Type: 5
Date Filed: 07/15/11 Disposition: I ISSUED 08/18/11

	NUMBER	STREET NAME	SUFFIX*	SUITE	ASSESSOR PARCEL#
Site addr: 1)	2101	BROADWAY		GRND	008 -0648-018-00
2)					
3)					

Bldg: Floor: Prcl Cond: Cond Aprvl: Viol:
Proj Descr: TI to create elevator lobby on the ground floor. PC:

Insp Div: BD-INSP Dist: 01 Scope Includes: BLDG X ELEC MECH PLMB
Track:

		Lic#	Phone#	Applicant
Owner:	625 3RD STREET ASSOCIATES			
Contractor:	D.J.R. CONSTRUCTION	619434	(209)345-3397	X
Arch/Engr:	MICHAEL ZUCKER & ASSOCIATE		(415)957-0909	
Agent:				

Applicant Addr: 16566 S. AUSTIN RD No Fee:
City/State: MANTECA, CA Zip: 95336 Wrkrs Comp* NO
Other Related Applic#s: E1102288

F3=Ext F23=Dsc F24=Com

PTS100-01 UPDATE/QUERY PROJECT INFORMATION 10/03/11 14:06:50

Applic#* DS060044 Type: 1 Tract
Date Filed: 04/25/06 Complete By: 05/25/06 Disposition:

	NUMBER	STREET NAME	SUFFIX*	SUITE	ASSESSOR PARCEL#
Site addr: 1)	2101	BROADWAY			008 -0648-018-00
2)					
3)					

Zoning* C-55 S-8 S-17 GP Use 7CB Prcl Cond: Cond Aprvl: Viol:
Proj Descr: Installation of 2 wall mounted illuminated signs (45 sq. ft each) and 1 monument sign 6'-4" tall with an illuminated cabinet mounted on a existing concrete base.
Envirn Rev: Exempt? (Y/N): Y Sect: 15301 EX ER Applic#:
Track:

	Lic#	Phone#	Applicant
Owner: KAIPERM FCU			
Contractor:			
Arch/Engr: DSIGNART			
Agent: JAIME ARCE		(925)933-9677	X

Applicant Addr: 190 N. WIGET LANE No Fee:
City/State: WLANUT CREEK, CA Zip: 94598
Other Related Applic#s:

F3=Ext F23=Dsc F24=Com ENTER=Next Selection

PTS100-01 UPDATE/QUERY PROJECT INFORMATION 10/03/11 14:06:51

Applic#* E0500238 Type: 5
Date Filed: 01/20/05 Disposition: F FINALED 08/16/05

	NUMBER	STREET NAME	SUFFIX*	SUITE	ASSESSOR PARCEL#
Site addr: 1)	2101	BROADWAY			008 -0648-018-00
2)					
3)					

Bldg: Floor: Prcl Cond: Cond Aprvl: Viol:
Proj Descr: electrical for structural upgrade and add mezz at grnd fl PC:
(conduit)

Insp Div: ED-INSP Dist: 01 Scope Includes: BLDG ELEC X MECH PLMB
Track:

		Lic#	Phone#	Applicant
Owner:	KAIPERM FCU			
Contractor:	BAKER CONSTRUCTION CO GENERAL	453985	(510)791-5163	X
Arch/Engr:				
Agent:	DOUG BAKER/WILLARD BAKER		(510)791-5163	

Applicant Addr: 37310 CEDAR BLVD SUITE F No Fee:
City/State: NEWARK, CA Zip: 94560 Wrkrs Comp* 10/01/07
Other Related Applic#s: P0500226 B0403657 OB050101 OB050215

F3=Ext F23=Dsc F24=Com
987 Business Tax License Expired

PTS100-01 UPDATE/QUERY PROJECT INFORMATION 10/03/11 14:06:53

Applic#* E0500871 Type: 5
Date Filed: 03/11/05 Disposition: F FINALED 06/05/06

	NUMBER	STREET NAME	SUFFIX*	SUITE	ASSESSOR PARCEL#
Site addr: 1)	2101	BROADWAY			008 -0648-018-00
2)					
3)					

Bldg: Floor: Prcl Cond: Cond Aprvl: Viol:
Proj Descr: Electrical: Complete remodel of interior, plus the addition of mezzanine improvements for an existing 2 story building. PC: X

Insp Div: ED-INSP Dist: 01 Scope Includes: BLDG ELEC X MECH PLMB
Track:

		Lic#	Phone#	Applicant
Owner:	KAIPERM FCU			
Contractor:	BAKER CONSTRUCTION CO GENERAL	453985	(510)791-5163	X
Arch/Engr:				
Agent:	BILL BAKER		(510)791-5163	

Applicant Addr: 37310 CEDAR BLVD SUITE F No Fee:
City/State: NEWARK, CA Zip: 94560 Wrkrs Comp* 10/01/07
Other Related Applic#s: B0501006 M0500503 P0500754

F3=Ext F23=Dsc F24=Com
987 Business Tax License Expired

PTS100-01 UPDATE/QUERY PROJECT INFORMATION 10/03/11 14:06:54

Applic#* E0603180 Type: 5
Date Filed: 09/19/06 Disposition: F FINALED 10/13/06

	NUMBER	STREET NAME	SUFFIX*	SUITE	ASSESSOR PARCEL#
Site addr: 1)	2101	BROADWAY			008 -0648-018-00
2)					
3)					

Bldg: Floor: Prcl Cond: Cond Aprvl: Viol:
Proj Descr: Electrical for 20amps and 1 circuit. PC:

Insp Div: ED-INSP Dist: 01 Scope Includes: BLDG ELEC MECH PLMB

		Lic#	Phone#	Applicant
Track:				
Owner:	KAIPERM FCU			
Contractor:	DSIGNART	806905	(925)933-9677	X
Arch/Engr:				
Agent:				

Applicant Addr: 190 N.WIGET LANE,#275 No Fee:
City/State: WALNUT CREEK,CALIF. Zip: 94598-2440 Wrkrs Comp* NA
Other Related Applic#s: S0601625

F3=Ext F23=Dsc F24=Com
987 Business Tax License Expired

PTS100-01 UPDATE/QUERY PROJECT INFORMATION 10/03/11 14:06:57

Applic#* E1102288 Type: 5
Date Filed: 08/16/11 Disposition: I ISSUED 08/16/11

	NUMBER	STREET NAME	SUFFIX*	SUITE	ASSESSOR PARCEL#
Site addr: 1)	2101	BROADWAY		GRND	008 -0648-018-00
2)					
3)					

Bldg: Floor: Prcl Cond: Cond Aprvl: Viol:
Proj Descr: Electrical for 2 new lights & relocate 2 lights in corridor. PC:

Insp Div: ED-INSP Dist: 01 Scope Includes: BLDG ELEC X MECH PLMB
Track:

		Lic#	Phone#	Applicant
Owner:	625 3RD STREET ASSOCIATES			
Contractor:	ROCHA ELECTRICAL SYSTEMS	743993	(415)637-1021	X
Arch/Engr:				
Agent:	MARCOS ROCHA ELECTRICAL SYSTEM			

Applicant Addr: 249 W. JACKSON ST No Fee:
City/State: HAYWARD, CA Zip: 94545 Wrkrs Comp* 12/31/11
Other Related Applic#s: B1102497

F3=Ext F23=Dsc F24=Com

PTS100-01 UPDATE/QUERY PROJECT INFORMATION 10/03/11 14:06:59

Applic#* M0500503 Type: 5
Date Filed: 03/11/05 Disposition: F FINALED 05/23/06

	NUMBER	STREET NAME	SUFFIX*	SUITE	ASSESSOR PARCEL#
Site addr: 1)	2101	BROADWAY			008 -0648-018-00
2)					
3)					

Bldg: Floor: Prcl Cond: Cond Aprvl: Viol:
Proj Descr: Mechanical: Complete remodel of interior, plus the addition of mezzanine improvements for an existing 2 story building. Includes t-24 mech and envelope; shared plans on site. PC: X
Insp Div: PMD-INSP Dist: 01 Scope Includes: BLDG ELEC MECH X PLMB
Track:

		Lic#	Phone#	Applicant
Owner:	KAIPERM FCU			
Contractor:	BAKER CONSTRUCTION CO GENERAL	453985	(510)791-5163	X
Arch/Engr:				
Agent:	BILL BAKER		(510)791-5163	

Applicant Addr: 37310 CEDAR BLVD SUITE F No Fee:
City/State: NEWARK, CA Zip: 94560 Wrkrs Comp* 10/01/07
Other Related Applic#s: B0501006 E0500871 P0500754

F3=Ext F23=Dsc F24=Com
987 Business Tax License Expired

PTS100-01 UPDATE/QUERY PROJECT INFORMATION 10/03/11 14:07:01

Applic#* OB050101 Type: 3
Date Filed: 01/26/05 Disposition: I ISSUED 01/26/05

	NUMBER	STREET NAME	SUFFIX*	SUITE	ASSESSOR PARCEL#
Site addr: 1)	2101	BROADWAY			008 -0648-018-00
2)					
3)					

Prcl Cond: Cond Aprvl: Viol:

Proj Descr: STRUCTURAL UP-GRADE,AND ADD MEZZ AT GRND.FLOOR LEVEL.
reserve meters 21-450;-452
PLEASE BAG METERS

Insp Div: ENG-SVCS Dist:

		Lic#	Phone#	Applicant
Track:				
Owner:	KAIPERM FCU			
Contractor:	BAKER CONSTRUCTION CO GENERAL	453985	(510)791-5163	X
Arch/Engr:				
Agent:	RON RICHMAN		(510)791-5163	

Applicant Addr: 37310 CEDAR BLVD SUITE F No Fee:
City/State: NEWARK, CA Zip: 94560 Wrkrs Comp* 10/01/07
Other Related Applic#s: P0500226 E0500238 B0403657 OB050215

F3=Ext F23=Dsc F24=Com
987 Business Tax License Expired

PTS100-01 UPDATE/QUERY PROJECT INFORMATION 10/03/11 14:07:04

Applic#* OB050215 Type: 3
Date Filed: 03/08/05 Disposition: I ISSUED 03/08/05

	NUMBER	STREET NAME	SUFFIX*	SUITE	ASSESSOR PARCEL#
Site addr: 1)	2101	BROADWAY			008 -0648-018-00
2)					
3)					

Prcl Cond: Cond Aprvl: Viol:

Proj Descr: STRUCTURAL UP-GRADE,AND ADD MEZZ AT GRND.FLOOR LEVEL.
reserve meter 21-452
PLEASE BAG METER

Insp Div: ENG-SVCS Dist:

		Lic#	Phone#	Applicant
Track:				
Owner:	KAIPERM FCU			
Contractor:	BAKER CONSTRUCTION CO GENERAL	453985	(510)791-5163	X
Arch/Engr:				
Agent:	RON RICHMAN		(510)791-5163	

Applicant Addr: 37310 CEDAR BLVD SUITE F No Fee:
City/State: NEWARK, CA Zip: 94560 Wrkrs Comp* 10/01/07
Other Related Applic#s: P0500226 E0500238 B0403657 OB050101

F3=Ext F23=Dsc F24=Com
987 Business Tax License Expired

PTS100-01 UPDATE/QUERY PROJECT INFORMATION 10/03/11 14:07:05

Applic#* OB070736 Type: 1
Date Filed: 10/26/07 Disposition: I ISSUED 10/26/07

	NUMBER	STREET NAME	SUFFIX*	SUITE	ASSESSOR PARCEL#
Site addr: 1)	2101	BROADWAY			008 -0648-018-00
2)					
3)					

Prcl Cond: Cond Aprvl: Viol:

Proj Descr: Reserve meter 21450-4 for construction.
No obstruction of traffic lane or sidewalk allowed.
Must prevent any debris from entering storm water system.

Insp Div: ENG-SVCS Dist:
Track:

		Lic#	Phone#	Applicant
Owner:	ALPHA WATERPROOFING		(650)875-7500	X
Contractor:				
Arch/Engr:				
Agent:	ELIAS KHOURY			

Applicant Addr: No Fee:
City/State: Zip: Wrkrs Comp*
Other Related Applic#s:

F3=Ext F23=Dsc F24=Com

PTS100-01 UPDATE/QUERY PROJECT INFORMATION 10/03/11 14:07:07

Applic#* OB110191 Type: 6
Date Filed: 03/28/11 Disposition: I ISSUED 03/28/11

	NUMBER	STREET NAME	SUFFIX*	SUITE	ASSESSOR PARCEL#
Site addr: 1)	2101	BROADWAY			008 -0648-018-00
2)					
3)					

Prcl Cond: Cond Aprvl: Viol:

Proj Descr: Reserve meters for film per Film Office map.
No impact on traffic lane or sidewalk allowed.
Meter: 21450-4; 21450-3 eight spaces total on 21st St.

Insp Div: ENG-SVCS Dist: 01

	Lic#	Phone#	Applicant
Track:			
Owner: 625 3RD STREET ASSOCIATES			
Contractor:			
Arch/Engr:			
Agent: INDIGO/G MAGANA		(415)233-2932	X

Applicant Addr: No Fee:
City/State: Zip: Wrkrs Comp*
Other Related Applic#s: OB110192

F3=Ext F23=Dsc F24=Com

PTS100-01 UPDATE/QUERY PROJECT INFORMATION 10/03/11 14:07:09

Applic#* P0500226 Type: 5
Date Filed: 01/20/05 Disposition: F FINALED 08/16/05

	NUMBER	STREET NAME	SUFFIX*	SUITE	ASSESSOR PARCEL#
Site addr: 1)	2101	BROADWAY			008 -0648-018-00
2)					
3)					

Bldg: Floor: Prcl Cond: Cond Aprvl: Viol:
Proj Descr: 2 toilets, sinks, floor drain PC:

Insp Div: PMD-INSP Dist: 01 Scope Includes: BLDG ELEC MECH PLMB X
Track:

		Lic#	Phone#	Applicant
Owner:	KAIPERM FCU			
Contractor:	BAKER CONSTRUCTION CO GENERAL	453985	(510)791-5163	X
Arch/Engr:				
Agent:	DOUG BAKER/WILLARD BAKER		(510)791-5163	

Applicant Addr: 37310 CEDAR BLVD SUITE F No Fee:
City/State: NEWARK, CA Zip: 94560 Wrkrs Comp* 10/01/07
Other Related Applic#s: B0403657 E0500238 OB050101 OB050215

F3=Ext F23=Dsc F24=Com
987 Business Tax License Expired

PTS100-01 UPDATE/QUERY PROJECT INFORMATION 10/03/11 14:07:11

Applic#* P0500754 Type: 5
Date Filed: 03/11/05 Disposition: F FINALED 05/23/06

	NUMBER	STREET NAME	SUFFIX*	SUITE	ASSESSOR PARCEL#
Site addr: 1)	2101	BROADWAY			008 -0648-018-00
2)					
3)					

Bldg: Floor: Prcl Cond: Cond Aprvl: Viol:
Proj Descr: Plumbing: Complete remodel of interior, plus the addition PC: X
of mezzanine improvements for an existing 2 story building.
Includes plumbing specs; shared plans on site
Insp Div: PMD-INSP Dist: 01 Scope Includes: BLDG ELEC MECH PLMB X

		Lic#	Phone#	Applicant
Track:				
Owner:	KAIPERM FCU			
Contractor:	BAKER CONSTRUCTION CO GENERAL	453985	(510)791-5163	X
Arch/Engr:				
Agent:	BILL BAKER		(510)791-5163	

Applicant Addr: 37310 CEDAR BLVD SUITE F No Fee:
City/State: NEWARK, CA Zip: 94560 Wrkrs Comp* 10/01/07
Other Related Applic#s: B0501006 M0500503 E0500871

F3=Ext F23=Dsc F24=Com
987 Business Tax License Expired

PTS100-01 UPDATE/QUERY PROJECT INFORMATION 10/03/11 14:07:19

Applic#* S0601625 Type: 5
Date Filed: 04/25/06 Disposition: F FINALED 09/19/06

	NUMBER	STREET NAME	SUFFIX*	SUITE	ASSESSOR PARCEL#
Site addr: 1)	2101	BROADWAY			008 -0648-018-00
2)					
3)					

Bldg: Floor: Prcl Cond: Cond Aprvl: Viol:
Proj Descr: install 2 sets of channel letters and 1 monument PC:

see f-24 screen
Insp Div: BD-INSP Dist: 01 Scope Includes: BLDG X ELEC MECH PLMB
Track: Lic# Phone# Applicant
Owner: KAIPERM FCU
Contractor: DSIGNART 806905 (925)933-9677 X
Arch/Engr:
Agent:
Applicant Addr: 190 N.WIGET LANE,#275 No Fee:
City/State: WALNUT CREEK,CALIF. Zip: 94598-2440 Wrkrs Comp* NA
Other Related Applic#s: E0603180

F3=Ext F23=Dsc F24=Com
987 Business Tax License Expired

October 6, 2011

VIA: bonmotif@pacbell.net

Bon Motif Company - Agent
4045 Horton Street
Emeryville, CA 94608

RE: Letter of Intent to Lease to Oakland Community Collective

Dear Ms. Salwa Ibrahim

On behalf of Bon Motif Company, Agent, I am pleased to provide you with the following **Non-Binding** Letter of Intent to lease 2101 Broadway, Oakland, CA.

1)	TENANT	Oakland Community Collective.
2)	OCCUPANCY	Tenant shall not occupy the space or perform any work in the space until use permit is issued and insurance is secured, with Landlord named as additional insured on Tenant's policy.
3)	TENANT'S USE	Offering holistic healing services to California registered patients.
4)	PREMISES	Entire ground floor and mezzanine consisting of approximately 10,000 square feet.
5)	RENTAL RATE	Initial lease rate of $27,500 per month, NNN (including but not limited to increased all-risk insurance costs). Lease shall be subject to 3% annual increases.
6)	LEASE TERM	Term of lease to commence 90 days following issuance of City of Oakland permit; however, rent and NNN charges must be paid during the initial 90-day permitting period; otherwise the landlord reserves the right to negotiate with others during the 90 day period. Term shall be 10 yrs with two five-year options to extend at FMV with 6 month prior notice. At no time shall rental rate be less than the prior lease rate on any option term.
7)	SERVICES	Tenant shall be responsible for its own utilities, janitorial, property tax payments, insurance and interior non-structural maintenance including HVAC. Landlord shall be responsible for structural maintenance, landscaping and roof repair/maintenance.
8)	CONDITION	Space shall be delivered in its 'as-is' condition, broom clean with existing utilities and infrastructure in operating condition.
9)	BROKERAGE	Commission, if any, will be paid by tenant

Bon Motif Company – Agent,

David P. Himy

David Himy
Landlord

Capitalization

[redacted]

[redacted]

[redacted]

NMS Capital

Oakland Community Collective
1600 Broadway
Oakland, CA 92612

September 15, 2011

Dear Oakland Community Collective,

NMS Capital is pleased to offer Oakland Community Collective (effectively referred to as OCC), this Letter of Intent to engage into a line of credit not to exceed [redacted] for the purposes of building, staffing ,operating and expanding their facility in Oakland, Ca. The credit terms will be forthcoming in an agreement to be signed by both parties.

Financing Terms:

[redacted]

- 11% Simple interest per annum on amount drawn
- Interest shall be calculated on the basis of the actual number of days elapsed over a 365-day year, shall commence to accrue on the date hereof and shall continue on the outstanding principal until paid in full.
- Payment and interest deferral for 3 months after engagement

Attached is form ADV from the SEC outlining our capacity to fund upon the successful issuance of a permit by the city of Oakland (issuer) to OCC (applicant).

Michael A. Nahass
Managing Director
NMS Capital

THIS PROMISSORY NOTE AND THE SECURITIES ISSUABLE UPON THE CONVERSION HEREOF (COLLECTIVELY, THE "SECURITIES") HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR UNDER ANY SECURITIES LAWS OF ANY STATE. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED UNDER SUCH ACT OR ANY SUCH LAW.

433 North Camden Drive | 4th Floor | Beverly Hills, California 90210
Telephone (800) 774-5028 Facsimile (949) 309-2751 www.nmscapital.com

Ardent Advisors

Confidential Term Sheet

The purpose of this confidential term sheet is to propose an investment and this letter does not represent the proposed securities and these terms are not considered binding. The proposed Securities have not been registered under the Securities Act of 1933 or under any securities laws of any state.

1. **Issuer:**	Oakland Community Collective (the "**Company**")
2. **Investors:**	Ardent Advisors ("Ardent") and other accredited investors approved by Ardent
3. **Issuance:**	[redacted]
4. **Closing:**	The offering shall be completed within 90 days of the Company procuring the license, and permits necessary to operate the Medical Marijuana Dispensary in Oakland.
6. **Debenture:**	The Debenture shall have a term of 36 months and shall bear interest at the rate of 14% per annum: (i) paid semi-annually in cash. Interest payments are payable on January 15th and July 15th of each year. The Debenture will mature in 36 months from the anniversary of Closing, on which principal and any outstanding interest shall be due and payable in full.
7. **Security:**	The Debenture shall be secured by a first lien and security interest in all of the Company's assets including the assets of the Company's subsidiary.
12. **Use of Proceeds:**	To be provided by the Company prior to closing.

This Term Sheet sets forth the terms pursuant to which, subject to certain conditions set forth herein, Ardent Advisors will purchase and syndicate the investment referenced herein. The terms and conditions set forth herein are subject to change and this Term Sheet does not constitute a firm offer. Neither this Term Sheet, nor any discussion or negotiation of the proposed transaction constitutes an agreement or obligation on the part of any person to purchase securities of the Company or to enter into any agreement to purchase securities of the Company.

Agreed to on 9/15/11

Ardent Advisors
Brian Corbman
Principal

276547-7

Economic Benefits

Overview

The following describes the methodology and assumptions used to estimate City General Fund revenues from the project. Most revenues to the City's General Fund are considered discretionary and are available to the City Council to fund a variety of public services.

Discretionary revenues are ideal because they can be used in various ways to serve the City's needs. The proposed production tax from this project would become discretionary revenue. General Fund revenues generally include discretionary funds such as property tax, sales tax, transient occupancy tax, motor vehicle in-lieu fees, franchise fees, and other per capita revenues. The majority of all property tax revenues from this project will flow to the Redevelopment Agency and not into the City's General Fund. Charges for services and user fees are assumed to offset departmental costs and are not forecast here.

In the first two years, revenues may be less than forecast here. The analysis assumes a continuation of current service levels and bases its projections on the relationships outlined in the *City of Oakland, Adopted Policy Budget 2010-2011*. Results of this analysis are in constant 2011 dollars.

Most of the revenues impacted in the analysis are projected based on the current citywide average revenue per daytime population or on a marginal basis. Estimated property tax, sales tax, business license tax, and utility consumption tax are based on the actual tax rates and the expected performance of the project as discussed below.

General Fund Reserves

The City of Oakland currently has a total General Fund budget of approximately $550 million. About 35% of this revenue comes from property taxes, 16% from service charges, 10% from the Utility Consumption Tax, followed by sales tax at about 7.6%. The proposed project's new estimated revenues with a 5% production tax would equal approximately *.225%* of the City's total General Fund Budget once full operating capacity is attained.

Property Taxes

A majority of the 1% property tax revenues generated by this project (which normally would go to City and other public agencies) will flow directly to the Oakland Redevelopment Agency and its Housing Set-Aside Fund. Property taxes are based on the market values discussed above and tax allocation factors by public agencies. Property tax revenue is equal to 1% of the total assessed value of the project.

Under the restrictions of Proposition 13, the assessed value of an existing development can be increased by 2% per year if the property does not turn over. For property that resells, the assessed value is adjusted to reflect the actual sale price. Thus, some properties' assessed value may grow at 2% annually and some at much higher rates. This analysis is static and does not reflect these possible assessed value increases over time; the property tax estimates used here are conservative. In reality additional market value or assessed value is likely to be generated each year, as property turns over or is reassessed. OCC is leasing the property, but is responsible for its "share" of taxes prorated per sq ft of space occupied. OCC is leasing approximately 8,600 sq ft, or 50% of the facility, which results in property tax proceeds of over $20,000 per annum to the City of Oakland.

Sales Tax

OCC will assess sales tax on all medication sold at its facility. Tax will be collected using OCC's automated POS system, MJ Freeway. This system will minimize any margin for error in assessing and collecting applicable taxes at point of sale. At full operational capacity OCC anticipates generating over [redacted]f sales tax revenue per annum.

Special Production Tax

In addition to sales tax the City of Oakland voted to place a "Special Production Tax" on all medical cannabis sold through permitted dispensaries within the cities limits. At the current tax rate of 5% we should be able to generate approximately [redacted] in additional tax revenue for the city.

Business License Tax (Per Employee)

Business License Tax is levied in a variety of ways. For this analysis we applied the value-added rate to the project. The City's Finance Department will determine the appropriate method for this revenue source. We assume $1.20 for every $1,000 of gross revenues from the project. Under these assumptions and additional [redacted]of tax will be generated.

Utility Consumption Tax

The City of Oakland has a Utility Consumption Tax that is 7.5% of gross sales of all utility services, including cable, telephone, gas and electricity.

Licenses and Permits

OCC will pay all applicable license and permits fees associated with operating a permitted cannabis dispensary within the City of Oakland. Oakland will assess an annual $60,000 medical cannabis dispensary permit fee, which fee represents additional income for the City of Oakland.

This section analyzes the economic and employment effects of the proposed project on the local economy using IMPLAN Version 3.0® software, data from Alameda County, California, and gross receipt estimates for the project as described above. Input/Output analyses are generally prepared at the County level as the IMPLAN model is structured at the county level. Thus, this analysis presents information on how the project would benefit the local Alameda County economy. While most of the direct jobs and benefits will accrue to the City of Oakland and its residents, the multiplier effect will accrue throughout the regional economy.

The magnitude of potential economic impact of any project can vary in direct relation to complexity of the local economy and to the presence of goods and services required by a particular industry or activity. For example, the economic impact of a 1990s California sales tax initiative to fund mass transit experienced relatively small multiplier effect because very little mass transit infrastructure (trains, buses, ferries) is actually manufactured in California. In general, manufacturing has a broader economic multiplier effect than the activities of a provider of customer service, e.g., a dentist. The IMPLAN model for Alameda County includes 440 industry sectors, but no specific industry sector directed to "cannabis production." Accordingly OCC has used industry proxies close to the actual economic function of the project components in its analysis.

For the proposed project:

The analysis reports economic activity in terms of the following:

- **Economic Effects** or Output represents all economic activity including commodity inputs, labor income, property income, and other components.

- **Employment** represents the number of jobs, on an annual basis, that will be generated as a result of each impact.

The multiplier impacts of each impact include direct, indirect, and induced impacts.

- **Direct Effects** represent the economic response for a given industry of final demand for that same industry, such as a change in employment.

- **Indirect Effects** represents the economic response by all local industries caused by the new industry purchasing from other industries, e.g., number of jobs and other impacts generated throughout Alameda County as a result of the proposed project.

- **Induced Effects** represent the economic response of all local industries in Alameda County caused by the expenditures of new household income generated by the direct and indirect effects of final demand for a given industry. These induced impacts most typically occur in retail and other local-serving industry categories such as education, health *care,* and personal services.

- **Total** is the total multiplier effect of a given economic activity, which is the sum of the direct, indirect, and induced effects. The total represents the entire response of final demand.

The project components have been assigned the following economic sectors from the **IMPLAN** model:

This analysis can be expressed in terms of how every dollar spent or generated by the project makes an additional economic benefit in the County of Alameda.

This analysis calculates the multiplier impact based on industry output and employment, impact being run on IMPLAN Professional for the sectors defined above. The project development and construction costs are estimated at a total o[redacted]The IMPLAN model recognizes that some of these purchases will be retail and reduces this amount to [redacted]for analysis purposes. This is the direct cost or input used to estimate the one-time economic impact of the project's development in the Alameda County economy.

OCC spending will create an economic ripple effect, whereas OCC local spending will increase by a multiple of that increase. This advantageously enables OCC to stimulate a great deal of new revenue in peripheral product and service companies throughout the City of Oakland.

- The people in Oakland who receive this money then spend the money on consuming goods purchased in Oakland;
- This extra spending allows Oakland businesses to hire more people, which in turn allows for a further increase in consumer spending in the City of Oakland.

This process repeats itself often allowing a dollar to turn several times within our local economy.

- Assuming total project construction and start up costs are [redacted] there would be total benefit to the Alameda County economy of an additional [redacted] combined direct, indirect and induced effects.
- The project would generate 9 direct construction jobs, and an additional 5 construction related jobs in the County economy
- For every dollar spent on construction, an estimated $0.59 would be spent in the local Alameda County economy.
- Based on estimated annual operating expenses of about [redacted] (at full capacity), the project would generate an additional [redacted] million of economic activity each year in the local economy.
- That is, for every dollar spent by the proposed project an additional $0.58 of economic activity would be generated in the local economy each year.
- The project's 40 full-time equivalent jobs would generate an additional 19 jobs in the local economy.

Development and Construction Related Economic Activity

We estimate that the [redacted] spent on development and construction would generate an additional impact of [redacted] in economic activity. The indirect effects equal [redacted] and induced effects equal [redacted] million for a total impact on the local economy of [redacted] million. For every dollar spent on project development and construction another $0.50 cents is spent in the local Alameda County economy.

There are an estimated 9 direct construction jobs generated by the project and an additional 5 jobs created in the local economy from indirect and induced activity. Stated another way, for every direct construction related job there would be another 0.59 jobs supported in the local economy.

Community Benefits

OCC sees its community benefit responsibilities as a powerful mechanism for improving the political and economic realities of Oakland's urban communities.

By providing funding and technical assistance, OCC will support local government, non-profit organizations, community groups, and medical marijuana patient communities in their work. OCC will use its resources to enhance economic and neighborhood development, generate revenue for public services, and improve the overall quality of life for citizens.

In a similar spirit, OCC will strive to build new relationships and alliances, mobilizing labor- and community-based organizations behind a broad-based economic development strategy that prioritizes the creation of high-quality jobs; creates new career paths for low-income workers; promotes community wellness; supports sustainable local food systems; reduces nutrition-related chronic diseases and deaths in Oakland's low-income neighborhoods; and puts strong emphasis on environmental and economic sustainability.

As covered in our Financial Impact Section (8), local hiring is one of the core components of our community benefits agenda. OCC will make every effort to target and hire qualified applicants from within low-income communities. Our commitment to local hiring is not simply a matter of seeing city residents get jobs; rather, our commitment is a reflection of OCC's goal of reducing poverty and providing a gateway for Oakland residents to find career opportunities in the 21st-century workforce.

In addition, OCC aims to create a strategy in response to the unique needs of our facility's immediate area. This strategy will be modeled after successful Business Improvement District programs nationwide, and will address quality of life improvements such sidewalk sweeping, street cleaning, rapid removal of trash and graffiti, responding to illegal encampments, and providing additional security for the area around our facility.

OCC plans to leverage its not-for-profit status by providing funding to grassroots organizations whose work matches our philanthropic agendas. Currently, OCC has identified seven program areas it plans to fund in its first five years of operations. Each grant award will not exceed $25,000, in order to impact as many program areas as possible, and to benefit the greatest number of individuals, to the maximum extent practicable. OCC anticipates that the sizes of the grants will increase in the second and subsequent years as the company builds long-term, sustainable partnerships with its grantees. OCC believes that

THE McCONNELL GROUP
Consultants and Advocates

September 26, 2011

The Honorable
Mayor Jean Quan
Council President Larry Reid
Vice Mayor Desley Brooks
Jane Brunner
Ignacio De La Fuente
Rebecca Kaplan
Pat Kernighan
Nancy Nadel
Libby Schaaf

Re: Recommendation of Salwa Ibrahim for Cannabis Dispensary Selection

Dear Mayor and Council Members,

It is my understanding that you are in the process of selecting awardees for Cannabis Dispensaries. I am sure this is a highly competitive process and that selections will be difficult. I hope that you will consider awarding dispensary rights to people who have worked hard to make Oakland a city that we can all be proud of and give priority to people who are ethical, committed to Oakland, know the industry, and who will respect the laws and regulations you have developed.

In that regard, I am very pleased to recommend Salwa Ibrahim. I have known Salwa for nearly ten years. I have observed her work and the tremendous enthusiasm she has for Oakland. She is consistently remarkable and has demonstrated the capacity to work with Oakland community organizations, business leaders, and effectively involve herself in the development of appropriate and ethical cannabis regulations to ensure that Oakland's ground breaking approach to this new industry is lawful and works in the best interests of those in need of this service.

I have no business interest in cannabis in Oakland. None of my clients are seeking dispensary licenses and I do not have a business relationship with Ms Ibrahim. I give her my highest recommendation because I believe in her. She will be a stellar performer and make Oakland proud of her selection.

Sincerely,

Gregory McConnell
President and CEO

350 Frank Ogawa Plaza, Suite 703, Oakland, CA 94612 • p: 510.834.0400 • f: 510.834.3515
gmc@themcconnellgroup.com • www.themcconnellgroup.com

October 7, 2011

To Whom it may Concern:

I have owned properties in downtown Oakland for over 7 years, and as a Property Owner of 2131-2147 Broadway, I understand the responsibility we each have to the community. In an effort to improve Oakland's downtown image, I joined the Community Benefits Districts as a Director for the Updown District. I have known Salwa for several years, both through her employment with California Capital Group, and through working with her both on a Business District Committee, as well as on the Board of Friends of the Fox, a nonprofit organization dedicated to assisting the Fox Theater both through events, recognition and donations. Through Salwa's efforts she has worked to bring several murals to the downtown area, removing blight and creating community spaces. She has lobbied for neighbors to get outside of their comfort zones and connect with artists and young entrepreneurs. Most importantly, Salwa has set a strong example for other property owners. Oaksterdam University was one of the first buildings to provide private security. The OU staff has always been vigilant around keeping the area clean and presentable and serves as a resource for the CBD's Safety Ambassador.

Myself and the the downtown Oakland community is fortunate to have Salwa as a neighbor. I believe Salwa is completely deserving of a Medical Cannabis Dispensary. As a Property Owner, I believe she will continue to hold accountability for her own business and actions. Her passion towards improving downtown Oakland will only be elevated as a stakeholder.

Sincerely,

Laurie Cooperman Rosen
Co-Owner, 2131-2147 Broadway (The M.E.L. Building)
Owner, Rent-A-C.F.O.

To Whom It May Concern:

October 5, 2011

I have known Salwa Ibrahim for over 7 years, in both a personal and professional capacity through the Oakland Chamber of Commerce. As president I have worked with her employers who have always been on the forefront of new innovative projects towards business improvement in Oakland. I am aware of her work, and it is evident she is a talented woman with a strong work ethic and passion for Oakland.

As the City of Oakland begins to move forward with Medical Cannabis Laws and Dispensaries, it is important to select persons that will implement practices that are congruous not just with the Medical Marijuana industry, but most importantly Oakland's. Ms.Ibrahim's experience at Oaksterdam University and working on high profile projects demonstrates her ability to work under pressure while navigating through unexpected challenges.

But Salwa's work ethic and capabilities only speak to one dimension of her level of professionalism and strong morals. Outside of her work hours, she continues to dedicate time and energy to the betterment of our community. This speaks to her character and commitment to community – two facets of her persona that cannot be overlooked.

I recommend Salwa for any position. Her demonstrated commitment to the betterment of Oakland and her continued participation in all things Oakland (whether cultural, political or economic) is impressive. I believe she has the capacity to serve as a business owner and most importantly the ability to operate a Medical Cannabis Dispensary in a responsible fashion that promotes the best parts of Oakland.

Please contact me with any questions.

Sincerely,

Joseph J Haraburda

[redacted]

October 12, 2011

To: City Administrator's Office, City of Oakland

Re: Oakland Community Collective; Derek Peterson and Salwa Ibrahim

I enthusiastically recommend Derek Peterson and Salwa Ibrahim for an Oakland medical cannabis dispensary permit.

Each has prominently served our industry during the past several years of growth and challenge. Together, they will provide expert leadership and critical patient support services for the East Bay.

We have the utmost respect for their efforts, insight and fortitude, and believe they would be strong and responsible dispensary operators.

Upon receipt of a permit, we look forward to welcoming the Oakland Community Collective to the National Cannabis Industry Association as strong advocates for safe access.

Sincerely,

Aaron Smith
Executive Director
National Cannabis Industry Association

Michael Glenn Investigations

3279 Mt. Diablo Ct., Suite 4• Lafayette, CA 94549• Phone: (925) 787-2489 • E-Mail: MGInvestigations@Comcast.net

October 9, 2011

To whom it may concern,

On October 6 2011, I was retained by Oakland Community Collective (OCC) to conduct a review of their proposed security plan, their critical incident protocol, a proposal from the Bay Alarm Company to supply a comprehensive security system, and a proposal from ANI Security Services to provide a uniformed security team.

Oakland Community Collective proposes to provide medical cannabis services to qualified clients from a secure facility at 2101 Broadway in Oakland California. Upon meeting with the partners of the collective, I was impressed with their desire to maintain a state of the art facility with a strong emphasis on the protection of life and overall public safety, described to me as "paramount" to their mission and personal values.

As a retired Oakland Police Commander, with over thirty years of law enforcement and security consulting experience, I understand the seriousness of providing a comprehensive security plan for this type of facility, which receives, stores and distributes cannabis and provides related client services. I am also cognizant of the perceptions citizens and community leaders may have related to this type of venue, which I've taken into consideration for this evaluation.

Beginning with OCC's written Security Overview, which bullet points the facilities attributes and the security services proposed for the venue, I found the overview to be thoughtfully prepared and comprehensive. The security plan provides, safes, vaults and locked display cases for product and proceeds storage, a sophisticated security system that includes audio and video monitoring, as well as fixed and remote alarm triggers. The proposed security system includes a sophisticated card-key system with 24/7 monitoring and a team of four uniformed guards patrolling the facility.

During an inspection of the proposed facility at 2101 Broadway, which formerly housed a two-story credit union, I noted the building is located on a busy thoroughfare facing the street. Many businesses are open in the area, including several banks. Large windows facing onto Broadway provide an expanded view of the interior. The front entrance is a secure "trap" type system that employs two sets of locked doors for added security. There are currently built-in safes, vaults and locked display cases on site.

The facility is equipped with a series of sixteen fixed digital security cameras conspicuously mounted on the interior and exterior providing a highly visible deterrent to criminal activity. The cameras are proposed to be monitored 24/7 by Bay Alarm Company, which has operated successfully in the Bay Area for decades. The proposed monitoring also includes a sophisticated card-key system, which allows the management to designate staff access to secure areas based on their authorized security level. The card keys will also record each staff members access history for future inspection and can be deactivated immediately should a security concern arise. A review of Bay Alarms' monitoring proposal shares the commitment OCC has to the protection of life and pubic safety, as well as to the facility and its contents.

A review of the security proposal of ANI Security, which has successfully operated in the Oakland-Bay Area for several years, revealed a plan for four security officers, all unarmed, to provide a posted guard at the front of the facility to screen and allow access to established and new clients. The front door guard will operate the "trap" security doors and will be equipped with a metal detection wand to be used on a discretionary basis. A guard will be posted on the interior of the facility to provide a high profile deterrent and assistance to the staff. Two uniformed guards will be posted at the rear entrance to provide a high profile deterrent, parking lot security and escorts for clients and vendors.

I believe the use of four uniformed guards enhances the level of aforementioned security measures. I also believe that utilizing unarmed and well-trained security officers will limit the possibility of the use of lethal force and discourage violent aggression at the facility.

OCC's Risk, Mitigation and Response strategies detail the established risks and responses to foreseen incidents, at the same time documenting the comprehensive steps taken to mitigate those risks.

It is my professional opinion that OCC's proposed security plan is viable, comprehensive and aggressive in deterring robberies, facility "take-overs" burglaries, thefts, disturbances and other emergencies.

Sincerely,

Michael G. Yoell,
Qualified Manager

Guard Service Proposal
For
Oakland Community Collective

ANI PRIVATE SECURITY & PATROL, INC

Lic. # 11292
4122 Broadway
Oakland, California 94611
510-652-6833
www.anisecurity.net

ANI PRIVATE SECURITY & PATROL, INC

Lic. PPO # 11292
4122 Broadway Street, Oakland, California 94611
Tel. # 510-652-6833 Fax. # 510-652-0208
www.anisecurity.net

TO: Ms. Salva Ibrahim
Oakland Community Collective
1600 Broadway
Oakland, California 94612

The name of our firm is ANI Private Security & Patrol, INC

We have reviewed the RFP, requirement of contract.

We are pleased to present our response to the RFP for Security Service for Oakland Community Collective.

Our rate for you for armed security service 24 hours a day, 7 days a week, 365 days a year would be $24.00 per hour. The only exception is that on holidays and emergency extra hours is going to be $36.00, which is an overtime rate. Emergency service is anytime extra guards are requested with less than 24 hours notice (weekdays) or less than 72 hours notice (weekends/holidays).

We observe the following holidays:

New Year's Day	Memorial Day	Veterans' Day
Martin Luther King, Jr. Day	Independence Day	Thanksgiving Day
President's Day	Labor Day	Christmas Day

We provide services to churches and medical offices in the City of Oakland, as well as security services for special events in the City of Oakland, and construction sites throughout the Bay Area. It will be of interest to you to know that we provide security service for the H.A.A.R.T Program in Oakland, California. We have been providing service to them for over 4 years now.

Payments of invoices are due within 10 days of invoice submittal. We are able to provide quality service at reasonable rates and pay our employees proper wages with a low profit margin by counting on our clients to pay us in a timely manner so that we can continue to provide quality service at reasonable rates. This process keeps our employees happy and that helps them provide great service to our clients, which in turn keeps you (our client) happy and so the cycle continues. We look forward to providing you service and be part of this cycle.

The contact persons who should be notified of the Selection Committee's decision are as follows:

Mr. Taiyeb Ranwala – Operations Manager
4122 Broadway Street
Oakland, California, 94611
510-652-6833 Office
510-652-0208 Facsimile
taiyeb@anisecurity.net Email

Mr. K. S. Animashaun – President
4122 Broadway Street
Oakland, California, 94611
510-652-6833 Office
510-384-7395 Cellular
segun@anisecurity.net Email

Mr. K. S. Animashaun is the individual with authority to bind the company during the 120-day period.

Our company is a Corporation in the State of California.

Sincerely,

Mr. Taiyeb Raniwala
Operations Manager

Table of Contents

Topic	Page #
Section II – Summary	4
Section III – Firm Organization	4
Section IV – Project Organization (Part I – Corporate Organizational Chart)	6
Section IV – Project Organization (Part II – Project Implementation)	7
Section V – Assigned Personnel	11
Appendix Section	12
Exhibit A – Resume of Taiyeb Hatim Raniwala	13
Exhibit B – Resume of Kamorudeen S. Animashaun	15
Exhibit C – Private Operator License	16
Exhibit D – City of Oakland SLBE Certification	17
Exhibit E – Clearinghouse Minority Business Enterprise Certificate	18
Exhibit F – General Liability and Auto Insurance Policy	19
Exhibit G – Worker's Compensation Insurance Policy	20
Exhibit H – City of Oakland Business License	21

Section II – Summary

All guards assigned to the project will be licensed in the State of California, Department of Consumer Affairs, Bureau of Security and Investigative Service (BSIS). Guards prior to being assigned will have completed drug screening, a 5 year employment and residential verification, a complete criminal history, and an educational history. The guards that pass the screening will have completed all of BSIS required training and company training. Then those guards will be thoroughly interviewed and the qualified ones selected.

Guards at the site will be responsible for public relations, deterrence of crime, prevention of property damage, and performing other duties as assigned.

An unarmed security officer will be posted at the front door of the facility, trained to greet and identify clients and prospective clients of the OCC, while guiding patrons of the adjoin business through the appropriate entryway. This officer may be equipped with non-lethal implements including OC spray, handcuffs and a baton, as well as a non-invasive metal detection wand. The officer will provide a highly visible presence and deterrent to potential criminal activity by ensuring only those visiting the facility are allowed entry for legitimate business. This officer will be vigilant to suspicious activity on the exterior of the premises. The officer will also screen delivery personnel, non-product vendors and visitors to the facility as mandated by OCC protocol.

One unarmed security officer, walking the interior of the facility at the discretion of the management, to provide a highly visible presence and provide protection for the clients, staff and property. The officer may be equipped with non-lethal implements including OC spray, handcuffs and a baton, as well as a non-invasive metal detection wand.

Two unarmed security officers will provide a high visible presence at the rear of the facility. These officers may be equipped with non-lethal implements including OC spray, handcuffs and a baton, as well as a non-invasive metal detection wand. The officers will conduct foot patrols of the facilities exterior and parking lot and provide escorts for product vendors, following OC protocols for screening, surveillance and safe passage for clients, staff and delivery personnel. The officers may also provide an escort for clients and staff to ensure safe passage to vehicles and nearby transportation stops as appropriate.

Section III – Firm Organization

ANI Private Security & Patrol, INC (hereafter referred to as APSP) is pleased to submit our proposal in response to the Oakland Community Collective to supply Security Service.

APSP will provide the labor, supervision, material, equipment, transportation, and management to fulfill the contract requirements. APSP officers will also submit complete, accurate and timely reports; and if required, testify at all District and State labor proceedings. All services that are provided on this project would be fully compliant with the City of Oakland and the State of California Laws and Regulations relating to these services.

APSP was founded in 1993; and is certified by the City of Oakland as Small Local Business Enterprise (SLBE) under the City of Oakland and Redevelopment Agency Local and Small Local Business Enterprise Construction Program, Professional Service Programs and/or Disadvantaged Business Enterprise Program. APSP is a licensed by the State of California, Department of Consumer Affairs Bureau of Security and Investigation Service (BSIS), Sacramento, California, as a Private Patrol Operator, PPO # 11292, expires on January 31, 2012. Our license has been continuously been in full force and effect without lapse since the company was founded.

the City of Oakland will experience an appreciable reduction in crime and also a reduction in enforcement costs directly attributable to these philanthropic programs.

Our areas of interest include:

Re-Entry Jobs & Job Training

OCC supports organizations and programs that provide comprehensive job and career training and job opportunities for its residents. OCC is particularly interested in funding efforts to re-integrate ex-offenders back into the workforce. The goal is to reduce Oakland's current unemployment rate of 18%.

Domestic Violence Prevention

OCC seeks to help prevent domestic violence in families and partnerships, and to provide recovery and support for those who have suffered abuse. OCC is particularly interested in programs that help build youth leadership to combat teen violence in relationships, and in those that provide entrepreneurial training and/or employment opportunities to victims of abuse. The goal is to reduce the percentage of Oakland youth who are being intimidated, physically hurt, and/or emotionally abused by a family member or partner.

Revitalizing Oakland

OCC seeks to help restore Oakland by funding innovative holistic ideas by community-based organizations. OCC is particularly interested in funding programs supporting Oakland's arts & culture, improving public safety, making environmental and ecological improvements, and encouraging economic development. The goal is to restore Oakland to its eminent status as a vibrant, multi-cultural center of the Bay Area.

Youth Development

OCC is particularly interested in funding efforts in support of youth leadership and mentorship, particularly in areas of decision-making, financial and civic literacy, career choices, creativity, civic processes, and green employment. The goal is to develop youth with strong mentorship and support who are grounded in their communities and who will be equipped to lead Oakland into the future.

Cannabis-Friendly Substance Abuse Education

OCC seeks to promote the safe use of medical cannabis by qualified patients while discouraging the misuse or abuse of harmful, addictive substances. OCC

is particularly interested in funding efforts for Oakland-based organizations that provide cannabis-supportive, comprehensive education and/or rehabilitation for those that are at risk for substance misuse or abuse. The goal is to reduce the impacts of substance misuse or abuse on individuals as well as on their families and communities.

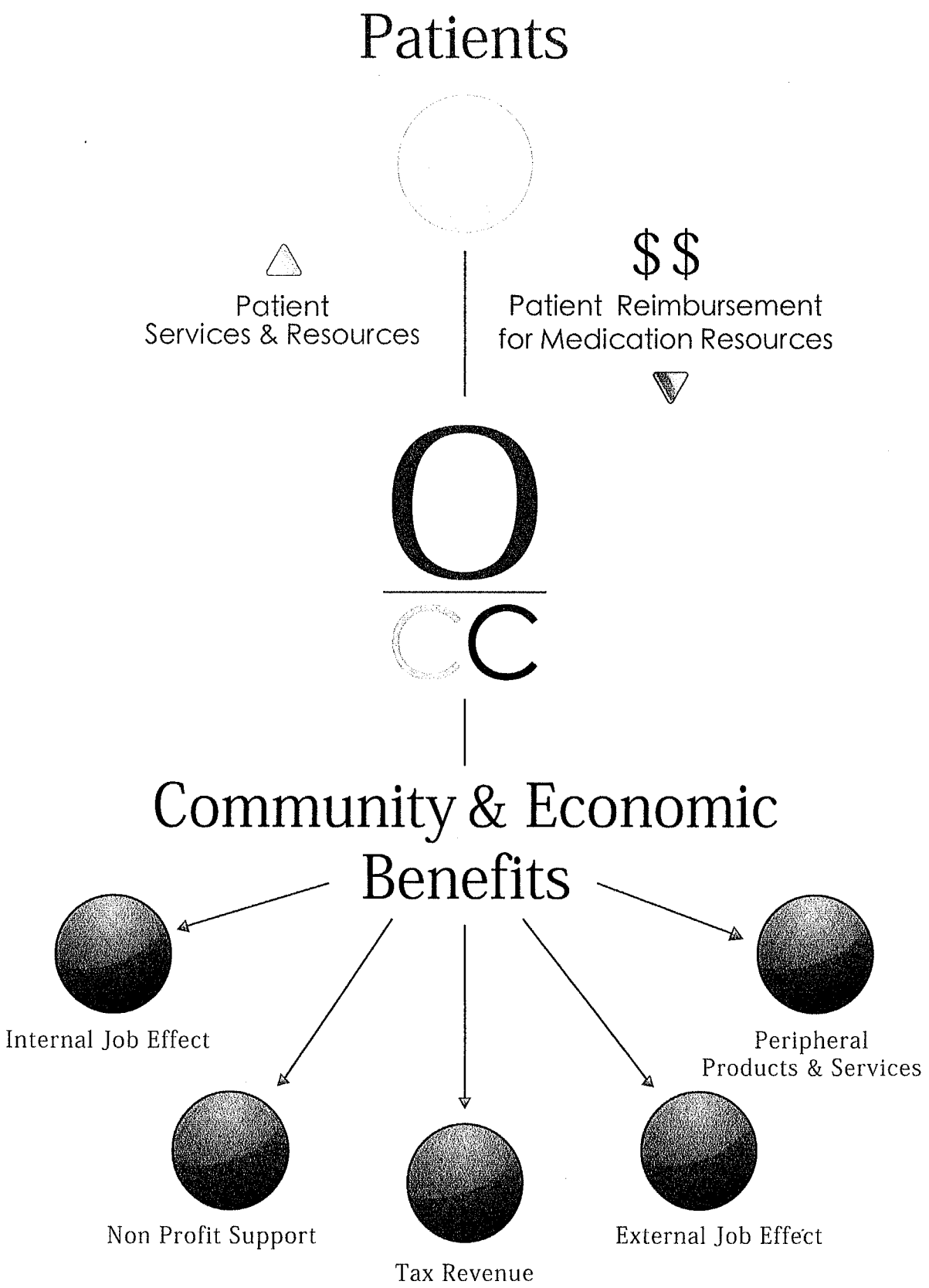
Foreclosure Prevention

OCC seeks to help organizations that provide victims and potential victims with legal and financial resources to prevent foreclosure. OCC is particularly interested in programs that assist Oakland residents in fear of eviction due to foreclosure. The goal is to improve the economic and social health of our community.

Examples of Potential Funded Organizations

- Re entry - Oakland's Young Adult Reentry Services program (YARS) and other programs funded by Measure Y
- Domestic Violence Prevention - A Safe Place, Youth Alive, SHALOM BAYIT, Covenant House
- Revitalizing Oakland - Estria Foundation, Eco City Builders, Block by Block, Urban Ecologists
- Youth Development- Children's FairyLand, Oakland Youth Chorus, McCullum Youth Court, Bay Area Girls Rock Camp, Oakland School for the Arts, Oakland Charter Schools, Oakland Public Schools
- Cannabis-Friendly Substance Abuse Education - Thunder Road, OLA! 4 Youth,
  East Bay Community Recovery Project, Marijuana Anonymous
- Foreclosure Prevention - The Unity Council

BENEFITS


Patients
Patient
Services & Resources
$ $
Patient Reimbursement
for Medication Resources
O
C
Community & Economic
Benefits
Internal Job Effect
Peripheral
Products & Services
Non Profit Support
Tax Revenue
External Job Effect

Funding Process

Our funding process entails establishing grant-making priorities; identifying and inviting proposals from the types of groups we want to help; reviewing and assessing proposal applications from prospective grantees; making grants; measuring the progress of each group; and adjusting our strategy and funding accordingly.

Grant Making Priorities

OCC uses the following criteria to determine eligibility of grant seekers:

- Organizations must have 501(c)3 status to be eligible for funding.
- In the first year, only organizations with an annual budget of less than $250,000 are eligible to apply.
- Grants will be awarded to Oakland-based organizations.
- Priority is given to organizations taking a systemic approach to social change, in ways that directly address issues in urban life. For example, environmental organizations that address health inequities and/or that provide jobs and career training for low-income community members will be prioritized over those that simply campaign to save the forests.
- OCC seeks to build long-term relationships with key local partners.
- Organizations that have a multi-year strategic plan or demonstrate commitment to developing a multi-year strategic plan will be given priority.
- Organizations that are rooted and run by members of the community they serve, and who can demonstrate an investment in leadership development and/or career training for members of their community will receive priority.
- Organizations that demonstrate a history of working with the City of Oakland or other local government agencies will be given priority.
    - Funding should contribute to organizational capacity building, job training, and/or local economic development. Examples of capacity building include strategic planning, board development, evaluations, conflict resolution, facilities planning, financial management, fundraising planning, technology needs, leadership or management development, program design, marketing, succession planning, and staff training.
    - Funding cannot be used for lobbying purposes.
    - Funding cannot be used solely for research purposes.
    - At this time, OCC does not provide funding to individuals.
    - OCC will not give out funds to religious groups or groups that don't comply with the City's non-discrimination policy.

Identify Groups

After the first year of operation, the majority of OCC's net income will be donated back to the community through grants issued in four phases at the end of each fiscal quarter.

We intend to disperse funds to at least one organization from each of the following categories:

- Revitalizing Oakland
- Community Food Systems
- Domestic Violence Prevention
- Re-entry Job Training
- Youth Development
- Foreclosure Prevention
- Cannabis-friendly Anti-Drug Abuse Education and Patient Advocacy Groups

Total funding for each grantee in the first fiscal year will not exceed $25,000. OCC seeks to build long-term, sustainable partnerships with its grantees and anticipates that funding will increase in the 2nd and consecutive years.

Assess Applications

Upon issuance of a permit we will develop a philanthropy advisory board, set up and managed by a third party, to assess all grant applications. Organizations seeking grants will have to respond to our Request for Proposal (RFP), which will be evaluated by an objective point process. Point categories include organizational overview, capacity building, local support and community leadership.

Importantly, we will not give out funds to religious groups for clearly religious purposes or groups that don't comply with the City's non-discrimination policy.

Make Grants

Once we have identified those organizations that will be receiving funding, we will determine the levels of funding for each group. We look for partners who can carry out and execute their goals and work within their budgets. We will establish formal agreements with our grantees and state our expected outcomes. Our grants will be awarded to small, local Oakland-based organizations that in turn provide funding and support to those doing the work in Oakland. By redistributing revenues to other non-profits, we support a wider range of expertise than our staff alone can provide while building up competence among people in the field.

Measure Progress

Annual Progress Assessments

Every year, we require our grantees to carefully track and report on their work in the field. Internally, we assess progress against goals through our annual update and planning process.

Measuring Progress Towards Impact

Every three to five years, we will take stock of our overall philanthropic strategy and program and the extent to which it accomplished our key goals. This process is more in-depth and thorough than the yearly progress assessments. To do this, we will take the following steps:

Commission third-party evaluations that provide in-depth findings on the effectiveness of the work. In some cases, we evaluate specific grants; in others, we may review entire programs.

We reach out to the people we intend to serve—our ultimate beneficiaries—to make sure that our investments are meeting their needs.

Based on these reviews, we will consider adjustments and re-evaluate our funding and strategies as needed.

Neighborhood Liaison

In an effort to engage proactively with businesses and community members in the area in which the dispensary will be located, OCC will appoint an internal staff member to serve as a community liaison. This staff member will work directly with the existing Community Benefits District known as the Uptown Lake-Merritt Business Improvement District (LUMDA). Formed in 2009, LUMDA has provided numerous benefit services such as district maintenance, meetings with local business owners, and safety and security management. Services such as the safety ambassador program have greatly increased foot traffic, improved safety and promoted economic growth.

As a new member of the community, we would like to participate in these ongoing efforts. We recognize our responsibilities to maintain the safety and tranquility of our neighborhood. A dialogue between OCC and LUMDA has started and continues to discuss key issues facing the district along with possible solutions.

As a non-profit, we understand the need to help other non-profits succeed in their efforts. By providing funding and technical assistance, OCC will work with LUMDA to help enhance their neighborhood services for merchants and

residents, support economic development, generate revenue for public services, and improve the overall quality of life for our neighbors.

Work in different core areas of community outreach will be divided up as outlined below. Each of the following positions has an overall responsibility to respect neighbors and fellow businesses, maintain a positive attitude and image for OCC, and maintain the privacy of our patients.

Information Liaison
Update information (phone lists and contact information) that neighbors and area businesses voluntarily provide. Keep the block map current, with names, addresses and phone numbers of core contacts, and distribute it to neighbors each year. Welcome new businesses and give them the information about the neighborhood.

Social Organizer Liaison
Coordinate activities on OCC's block, such as block parties, potlucks, and National Night Out get-togethers. Coordinate activities like an ice cream social or a block book club, or lend support for a children's parade on a holiday.

Communications Liaison
Coordinate communication within and between businesses, ranging from general information to specific emergencies. This person will be the chief liaison to police, fire, public works departments, and respective City agencies.

Crime Prevention Liaison
Pass on information provided by the police department to neighbors and area businesses when crimes occur. Attend or assist with training on various topics such as: gangs, fraud, gun safety or vandalism prevention. This position would be held by the individual who attends the Neighborhood Watch meeting.

Neighborhood Watch Groups

- OCC is committed to participating in a fruitful partnership between the Oakland Police Department and the community to encourage safety and prevent crime in the area surrounding the dispensary site.
- OCC's Board Member and Neighborhood Crime Prevention Council Beat 4X (NCPC) Chairwoman LaTanya Linzie understands neighborhood issues and concerns. OCC will support her continued commitment to the NCPC Board and appoint her support staff to participate in regularly scheduled Neighborhood Watch Group meetings with OPD Police Beat 4X.
- The OCC dispensary will cultivate a relationship with the CBD and build strong line of communication with the Ambassador Program, in order to actively participate in the larger community.

- Among the specific security features we will implement and evaluate on an ongoing basis is the installation of signage in the surrounding area, with language identifying the area as a "Neighborhood Watch Area" and alerting residents and visitors that "all suspicious behavior will be reported to the Oakland Police Department."
- Due to self-imposed security restrictions, OCC has a responsibility to maintain an inconspicuous exterior appearance and has many restrictions about whom and when people will be allowed to come on to our property. Thus, there are a certain Neighborhood Watch activities that we cannot accommodate on site. However, there are many community building activities we intend to sponsor and support in order to boost our neighborhood's spirit and unity. These include:
- Sponsoring an area block party on National Night Out
- Sponsoring an Earth Day project in our neighborhood
- Arranging for a neighborhood tree planting (in possible partnership with PG&E and Oakland Public Works Agency)
- Arranging for CORE (disaster preparedness) training for the neighboring community and setting up a block command center.
- Sponsoring a neighborhood composting or community gardening project
- Promoting safety by knowing where street gas and water shut-off valves are in case of an emergency.

Oakland Community Collective (OCC)

TABLE OF CONTENTS

SECTION 1 - INTRODUCTION

1.1 Changes in Policy
1.2 Employment Applications
1.3 Employment Relationship

SECTION 2 - DEFINITIONS OF EMPLOYEE STATUS

"Employees" Defined

SECTION 3 - EMPLOYMENT POLICIES

3.1 Non-Discrimination
3.2 Non-Disclosure/Confidentiality
3.3 New Employee Orientation
3.4 Probationary Period for New Employees
3.5 Office Hours
3.6 Lunch Periods
3.7 Break Periods
3.8 Personnel Files
3.9 Personnel Data Changes
3.10 Inclement Weather/Emergency Closings
3.11 Performance Review and Planning Sessions
3.12 Outside Employment
3.13 Corrective Action
3.14 Employment Termination
3.15 Safety
3.16 Health Related Issues
3.17 Employee Requiring Medical Attention
3.18 Building Security
3.19 Insurance on Personal Effects
3.20 Supplies; Expenditures; Obligating the Company
3.21 Expense Reimbursement
3.22 Parking
3.23 Visitors in the Workplace
3.24 Immigration Law Compliance

SECTION 4 - STANDARDS OF CONDUCT

4.1 Attendance/Punctuality
4.2 Absence Without Notice
4.3 Harassment, including Sexual Harassment
4.4 Telephone Use
4.5 Public Image
4.6 Substance Abuse
4.7 Tobacco Products
4.8 Internet Use

SECTION 5 - WAGE AND SALARY POLICIES

5.1 Wage or Salary Increases
5.2 Timekeeping
5.3 Overtime
5.4 Paydays

SECTION 6 - BENEFITS AND SERVICES

6.1 Insurance
6.2 Cobra Benefits
6.3 Social Security/Medicare
6.4 Simple IRA
6.5 Vacation
6.6 Record Keeping
6.7 Holidays
6.8 Jury Duty/Military Leave
6.9 Educational Assistance
6.10 Training and Professional Development

SECTION 7 - EMPLOYEE COMMUNICATIONS

7.1 Staff Meetings
7.2 Bulletin Boards
7.3 Suggestion Box
7.4 Procedure for Handling Complaints

SECTION 1

INTRODUCTION

This Manual is designed to acquaint you with the Oakland Community Collective ("OCC") and provide you with information about working conditions, benefits, and policies affecting your employment.

The information contained in this Manual applies to all employees of OCC. Following the policies described in this Manual is considered a condition of continued employment. However, nothing in this Manual alters an employee's status. The contents of this Manual shall not constitute nor be construed as a promise of employment or as a contract between the Company and any of its employees. The Manual is a summary of our policies, which are presented here only as a matter of information.

You are responsible for reading, understanding, and complying with the provisions of this Manual. Our objective is to provide you with a work environment that contributes to both personal and professional growth.

1.1 CHANGES IN POLICY

This Manual supersedes all previous employee manuals and memos that may have been issued from time to time on subjects covered in this Manual.

However, since our business and our organization are subject to change, we reserve the right to interpret, change, suspend, cancel, or dispute with or without notice all or any part of our policies, procedures, and benefits at any time. We will notify all employees of these changes. Changes will be effective on the dates determined by the Company, and after those dates all superseded policies will be null.

No individual supervisor or manager has the authority to change policies at any time. If you are uncertain about any policy or procedure, speak with your direct supervisor.

1.2 EMPLOYMENT APPLICATIONS

We rely upon the accuracy of information contained in the employment application and the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

1.3 EMPLOYMENT RELATIONSHIP

You enter into employment voluntarily, and you are free to resign at any time for any reason or no reason. Similarly, OCC is free to conclude its relationship with any employee at any time for any reason. Following the probationary period, employees are required to follow the Employment Termination Policy (See Section 3.13).

SECTION 2

DEFINITIONS OF EMPLOYEES STATUS

"EMPLOYEES" DEFINED

An "employee" of OCC is a person who regularly works for CCI on a wage or salary basis. "Employees" may include exempt, non-exempt, regular full-time, regular part-time, and temporary persons, and others employed with the Company who are subject to the control and direction of OCC in the performance of their duties.

EXEMPT

Employees whose positions meet specific criteria established by the Fair Labor Standards Act (FLSA) and who are exempt from overtime pay requirements.

NON-EXEMPT

Employees whose positions do not meet FLSA criteria and who are paid one and one-half their regular rate of pay for hours worked in excess of 40 hours per week.

REGULAR FULL-TIME

Employees who have completed the 90-day probationary period and who are regularly scheduled to work 30 or more hours per week. Generally, they are eligible for the Company's benefit package, subject to the terms, conditions, and limitations of each benefit program.

REGULAR PART-TIME

Employees who have completed the 90-day probationary period and who are regularly scheduled to work less than 30 hours per week.

TEMPORARY (FULL-TIME or PART-TIME)

Those whose performance is being evaluated to determine whether further employment in a specific position or with the Company is appropriate or individuals who are hired as interim replacements to assist in the completion of a specific project or for vacation relief. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status until they are notified of a change. They are not eligible for any of the Company's benefit programs.

PROBATIONARY PERIOD FOR NEW EMPLOYEES

A new employee whose performance is being evaluated to determine whether further employment in a specific position or with OCC is appropriate. When an employee completes the probationary period, the employee will be notified of his/her new status with OCC .

SECTION 3

EMPLOYMENT POLICIES

3.1 NON-DISCRIMINATION

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at OCC will be based on merit, qualifications, and abilities. OCC does not discriminate in employment opportunities or practices because of race, color, religion, sex, national origin, age or disability.

OCC will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Employees with questions or concerns about discrimination in the workplace are encouraged to bring these issues to the attention of their supervisor. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in unlawful discrimination will be subject to disciplinary action, including termination of employment.

3.2 NON-DISCLOSURE/CONFIDENTIALITY

The protection of confidential business information and trade secrets is vital to the interests and success of OCC. Such confidential information includes, but is not limited to, the following examples:

- Compensation data,
- Financial information,
- Marketing strategies,
- Pending projects and proposals,
- Proprietary production processes,
- Personnel/Payroll records, and
- Conversations between any persons associated with the company.

All employees are required to sign a non-disclosure agreement as a condition of employment.

Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, including termination of employment and legal action, even if they do not actually benefit from the disclosed information.

3.3 NEW EMPLOYEE ORIENTATION

Orientation is a formal welcoming process that is designed to make the new employee feel comfortable, informed about the company, and prepared for their position. New employee orientation is conducted by the Chief of Staff, and includes an overview of the company history, an explanation of the company core values, vision, and mission; and company goals and objectives. In addition, the new employee will be given a overview of benefits, tax, and legal issues, and complete any necessary paperwork.

Employees are presented with all codes, keys, and procedures needed to navigate within the workplace. The new employee's supervisor then introduces the new hire to staff throughout the company, reviews their job description and scope of position, explains the company's evaluation procedures, and helps the new employee get started on specific functions.

3.4 PROBATIONARY PERIOD FOR NEW EMPLOYEES

The probationary period for regular full-time and regular part-time employees lasts up to 90 days from date of hire. During this time, employees have the opportunity to evaluate our Company as a place to work and management has its first opportunity to evaluate the employee. During this introductory period, both the employee and the Company have the right to terminate employment without advance notice.

Upon satisfactory completion of the probationary period, a 90-day review will be given and benefits will begin as appropriate (see "Agreement Between California's Cooperative of Choice and United Food and Commercial Workers Union Local 5). All employees, regardless of classification or length of service, are expected to meet and maintain Company standards for job performance and behavior (See Section 4, Standards of Conduct).

3.5 OFFICE HOURS

OCC office is open for business from 9:00 a.m. to 6:00 p.m. Monday through Friday, except for Holidays (See Section 6.7, Holidays).

The standard workweek is between 30 and 40 hours of work (see Section 5.3, Overtime) over five days. In the computation of various employee benefits, the employee workweek is considered to begin on Sunday (starting at 12:01 a.m.) through Saturday (ending at 12:00 a.m.), unless a supervisor makes prior other arrangement with the employee.

3.6 LUNCH PERIODS

Employees are allowed a one-hour lunch break. Lunch breaks generally are taken between the hours of 11 a.m. and 2:00 p.m. on a staggered schedule so that your absence does not create a problem for co-workers or clients.

3.7 BREAK PERIODS

OCC does provide for employees to break during production activities for ten minutes during every four hours of work or major fraction thereof.

If employees have unexpected personal business to take care of, they must notify their direct supervisor to discuss time away from work and make provisions as necessary. Personal business should be conducted on the employee's own time, including personal phone calls while on the clock.

Employees who do not adhere to the break policy will be subject to disciplinary action, including termination.

3.8 PERSONNEL FILES

Employee personnel files include the following: job application, job description, résumé, records of participation in training events, salary history, records of disciplinary action and documents related to employee performance reviews, coaching, and mentoring, as applicable per employee.

Personnel files are the property of OCC, and access to the information is restricted. Management personnel of OCC who have a legitimate reason to review the file are allowed to do so.

Employees who wish to review their own file should contact their supervisor or the Chief of Staff. With reasonable advance notice, the employee may review his/her personnel file in Company's office and in the presence of their supervisor or the Chief of Staff.

3.9 PERSONNEL DATA CHANGES

It is the responsibility of each employee to promptly notify their supervisor or OCC Chief of Staff of any changes in personnel data such as:

- Mailing address,
- Telephone numbers,

- Name and number of dependents, and
- Individuals to be contacted in the event of an emergency.

An employee's personnel data should be accurate and current at all times.

3.10 INCLEMENT WEATHER/EMERGENCY CLOSINGS

At times, emergencies such as severe weather, fires, or power failures can disrupt company operations. The decision to close the office will be made by the Executive Staff.

When the decision is made to close the office, employees will receive official notification from their supervisors.

Time off from scheduled work due to emergency closings will be unpaid for all non-exempt employees. However, if employees would like to be paid, they are permitted to use vacation time if it is available to them.

3.11 EMPLOYEE PERFORMANCE REVIEW AND PLANNING SESSIONS

Supervisors will conduct performance reviews and planning sessions with all regular full-time and regular part-time employees after six months of service. Supervisors may conduct informal performance reviews and planning sessions more often if they choose.

Performance reviews and planning sessions are designed for the supervisor and the employee to discuss his/her current job tasks, encourage and recognize attributes, and discuss positive, purposeful approaches for meeting work-related goals. Together, employee and supervisor discuss ways in which the employee can accomplish goals or learn new skills. The planning sessions are designed for the employee and his/her supervisor to make and agree on new goals, skills, and areas for improvement.

OCC directly links wage and salary increases with performance. Your performance review and planning sessions will have a direct effect on any changes in your compensation. For this reason among others, it is important to prepare for these reviews carefully, and participate in them fully.

New employees will be reviewed at the end of their probationary periods (see Section 3.3, Probationary Period for New Employees). After the initial review, the employee will be reviewed according to the regular schedule.

3.12 OUTSIDE EMPLOYMENT

Employees may hold outside jobs in non-related businesses or professions as long as the employee meets the performance standards of their job description with OCC. Unless an alternative work schedule has been approved by OCC, employees will be subject to the company's scheduling demands, regardless of any existing outside work assignments.

OCC's office space, equipment, and materials are not to be used for outside employment.

3.13 CORRECTIVE ACTION

OCC holds each of its employees to certain work rules and standards of conduct (see Section 4). When an employee deviates from these rules and standards, OCC expects the employee's supervisor to take corrective action.

Corrective action at OCC is progressive. That is, the action taken in response to a rule infraction or violation of standards typically follows a pattern increasing in seriousness until the infraction or violation is corrected.

The usual sequence of corrective actions includes an oral warning, a written warning, probation, and finally termination of employment. In deciding which initial corrective action would be appropriate, a supervisor will consider the seriousness of the infraction, the circumstances surrounding the matter, and the employee's previous record.

Though committed to a progressive approach to corrective action, OCC considers certain rule infractions and violations of standards as grounds for immediate termination of employment. These include but are not limited to: theft in any form, insubordinate behavior, vandalism or destruction of company property, being on company property during non-business hours, the use of company equipment and/or company vehicles without prior authorization by Executive Staff, untruthfulness about personal work history, skills, or training, divulging Company business practices, and misrepresentations of OCC to a customer, a prospective customer, the general public, or an employee (also see Article 9, "Grievance Procedure" of Agreement Between OCC & UFCW Local 5 .

3.14 EMPLOYMENT TERMINATION

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are a few examples of some of the most common circumstances under which employment is terminated:

- **Resignation** – voluntary employment termination initiated by an employee.
- **Termination** – involuntary employment termination initiated by OCC.
- **Layoff** – involuntary employment termination initiated by OCC for non-disciplinary reasons.

3.16 HEALTH-RELATED ISSUES

Employees who become aware of any health-related issue, including pregnancy, should notify their supervisor and the Chief of Staff of health status. This policy has been instituted strictly to protect the employee.

A written "permission to work" from the employee's doctor is required at the time or shortly after notice has been given. The doctor's note should specify whether the employee is able to perform regular duties as outlined in his/her job description.

A leave of absence may be granted on a case-by-case basis. If the need arises for a leave of absence, employees should notify their supervisor and the Chief of Staff.

3.17 EMPLOYEE REQUIRING MEDICAL ATTENTION

In the event an employee requires medical attention, whether injured or becoming ill while at work, the employee's personal physician must be notified immediately. If it is necessary for the employee to be seen by the doctor or go to the hospital, a family member or other emergency contact will be called to transport the employee to the appropriate facility. If an emergency arises requiring Emergency Medical Services to evaluate the injury/illness of an employee on-site, the employee will be responsible for any transportation charges. Furthermore, OCC 's employees will not be responsible for transportation of another employee due to liabilities that may occur.

A physician's "return to work" notice may be required.

3.18 BUILDING SECURITY

All employees who are issued keys to the office are responsible for their safekeeping. These employees will sign a Building Key Disbursement form upon receiving the key. The last employee, or a designated employee, who leaves the office at the end of the business day assumes the responsibility to ensure that all doors are securely locked, the alarm system is armed, thermostats are set on appropriate evening and/or weekend setting, and all appliances and lights are turned off with exception of the lights normally left on for security purposes. Employees are not allowed on Company property after hours without prior authorization from the Executive Staff.

3.19 INSURANCE ON PERSONAL EFFECTS

All employees should be sure that their own personal insurance policies cover the loss of anything occasionally left at the office. OCC assumes no risk for any loss or damage to personal property.

A "Lost & Found" area will be available to employees.

3.20 SUPPLIES; EXPENDITURES; OBLIGATING THE COMPANY

Only authorized persons may purchase supplies in the name of OCC. No employee whose regular duties do not include purchasing shall incur any expense on behalf of OCC or bind OCC by any promise or representation without express approval of the Executive Staff.

3.21 EXPENSE REIMBURSEMENT

Expenses incurred by an employee must have prior approval by a supervisor. An example of such an expense would include mileage. All completed reimbursement request forms should be turned in to the Payroll Department or CFO.

3.22 PARKING

Employees must park their cars in areas indicated and provided by the Company.

3.23 VISITORS IN THE WORKPLACE

To provide for the safety and security of employees, visitors, and the facilities at OCC, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps ensure security, decreases insurance liability, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

SECTION 4

STANDARDS OF CONDUCT

The work rules and standards of conduct for OCC are important, and the Company regards them seriously. All employees are urged to become familiar with these rules and standards. In addition, employees are expected to follow the rules and standards faithfully in doing their own jobs and conducting the Company's business. Please note that any employee who deviates from these rules and standards will be subject to corrective action, up to and including termination of employment (see Section 3.12, Corrective Action).

While not intended to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of rule infractions or misconduct that may result in disciplinary action, including termination of employment.

- Theft or inappropriate removal or possession of property;
- Falsification of timekeeping records (See Section 5.2, Timekeeping);
- Working under the influence of alcohol or illegal drugs (See Section 4.6, Substance Abuse);
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace (See Section 4.6, Substance Abuse);
- Fighting or threatening violence in the workplace;

- Boisterous or disruptive activity in the workplace;
- Negligence or improper conduct leading to damage of company-owned or customer-owned property;
- Insubordination or other disrespectful conduct;
- Violation of safety or health rules;
- Sexual or other unlawful or unwelcome harassment (See Section 4.3, Harassment, Including Sexual Harassment);
- Excessive absenteeism or any absence without notice (See also, Section 4.1 Attendance/Punctuality and 4.2, Absence without Notice);
- Unauthorized use of telephones, or other company-owned equipment (See Section 4.4, Telephone Use);
- Using company equipment for purposes other than business (i.e. playing games on computers or personal Internet usage);
- Unauthorized disclosure of business "secrets" or confidential information;
- Violation of personnel policies; and
- Unsatisfactory performance or conduct.

4.1 ATTENDANCE/PUNCTUALITY

The Company expects that every employee will be regular and punctual in attendance. This means being in the office, ready to work, at their starting time each day. Absenteeism and tardiness places a burden on other employees and on the Company.

If you are unable to report for work for any reason, notify your supervisor before regular starting time. You are responsible for speaking directly with your supervisor about your absence. It is not acceptable to leave a message on a supervisor's voice mail, except in extreme emergencies. In the case of leaving a voice-mail message, a follow-up call must be made later that day to the Chief of Staff. The Chief of Staff's phone number is (510) 688 – 0596.

If an employee reports to work more than fifteen (15) minutes later than the assigned time, he/she will be docked an equivalent amount of pay for time missed from work. Should undue tardiness become apparent, disciplinary action may be required.

If there comes a time when you see that you will need to work some hours other than those that make up your usual work week, notify your supervisor at least seven (7) working days in advance. Each request for special work hours will be considered separately, in light of the employee's needs and the needs of the Company. Such requests may or may not be granted. Any requests for more than two consecutive days off shall be treated as a request for vacation. All requests for vacation must be submitted in writing to the employee's supervisor at least thirty (30) calendar days in advance.

4.2 ABSENCE WITHOUT NOTICE

When you are unable to work owing to illness or an accident, please notify your supervisor. This will allow the Company to arrange for temporary coverage of your

duties, and helps other employees to continue work in your absence. If you do not report for work and the Company is not notified of your status, it will be assumed after two consecutive days of absence that you have resigned, and you will be removed from the payroll.

If you become ill while at work or must leave the office for some other reason before the end of the workday, be sure to inform your supervisor of the situation (see also Article 18, Health & Welfare, of Agreement Between OCC & UFCW Local 5).

4.3 HARASSMENT, INCLUDING SEXUAL HARASSMENT

OCC is committed to providing a work environment that is free of discrimination and unlawful harassment. Actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, or any other legally protected characteristic will not be tolerated.

If you believe you have been the victim of harassment, or know of another employee who has, report it immediately. Employees can raise concerns and make reports without fear of reprisal.

Any supervisor who becomes aware of possible harassment should promptly advise their supervisor or the Chief of Staff who will handle the matter in a timely and confidential manner.

4.4 TELEPHONE USE

OCC telephones are intended for the use of serving our customers and in conducting the Company's business.

Personal usage of cell phones during business hours is discouraged except for extreme emergencies.

To respect the rights of all employees and avoid miscommunication in the office, employees must inform family members and friends to limit personal telephone calls during working hours.

If an employee is found to be deviating from this policy, he/she will be subject to disciplinary action (See Section 3.12, Corrective Action).

4.5 PUBLIC IMAGE

A professional appearance is important anytime that you come in contact with customers or potential customers. Employees should be well groomed and dressed appropriately for our business and for their position in particular.

Consult your supervisor if you have any questions about appropriate business attire.

4.6 SUBSTANCE ABUSE

The Company is committed to providing a safe and productive workplace for its employees. In keeping with this commitment, the following rules regarding alcohol and drugs of abuse have been established for all staff members, regardless of rank or position, including both regular and temporary employees. The rules apply during working hours to all employees of the Company while they are on Company premises or elsewhere on Company business.

> The manufacture, distribution, possession, sale, or purchase of controlled substances of abuse on Company property is prohibited.
>
> Being under the influence of illegal drugs, alcohol, or substances of abuse on Company property is prohibited.
>
> Working while under the influence of prescription drugs that impair performance is prohibited.

So that there is no question about what these rules signify, please note the following definitions:

> Company property: All Company owned or leased property used by employees.
>
> Controlled substance of abuse: Any substance listed in Schedules I-V of Section 202 of the Controlled Substance Act, as amended, excepting cannabis used under a doctor's supervision and in compliance with California Health and Safety Code §11362.5.
>
> Drug: Any chemical substance that produces physical, mental, emotional, or behavioral change in the user.
>
> Drug paraphernalia: Equipment, a product, or material that is used or intended for use in concealing an illegal drug, or otherwise introducing into the human body an illegal drug or controlled substance.
>
> Illegal drug:
> a. Any drug or derivative thereof whose use, possession, sale, transfer, attempted sale or transfer, manufacture, or storage is illegal or regulated under any federal, state, or local law or regulation, excepting cannabis used under a doctor's supervision and in compliance with California Health and Safety Code §11362.5.
> b. Any drug, including – but not limited to – a prescription drug, used for any reason other than that prescribed by a physician.
> c. Inhalants used illegally.
>
> Under the influence: A state of not having the normal use of mental or physical faculties resulting from the voluntary introduction into the body of an alcoholic beverage, drug, or substance of abuse.

Consistent with the rules listed above, any of the following actions constitutes a violation of the Company's policy on drugs and may subject an employee to disciplinary action, up to and including immediate termination.

> Using, selling, purchasing, transferring, manufacturing, or storing an illegal drug or drug paraphernalia, or attempting to or assisting another to do so, while in the course of employment, or in any ways diverting medical cannabis to the illegal market.
>
> Working or reporting to work, conducting Company business or being on Company property while under the influence of an illegal drug or alcohol, or in an impaired condition.

4.7 INTERNET USE

OCC employees are allowed use of the Internet and e-mail when necessary to serve our customers and conduct the Company's business.

Employees may use the Internet when appropriate to access information needed to conduct business of the Company. Employees may use e-mail when appropriate for Company business correspondence.

Use of the Internet must not disrupt operation of the company computer network. Use of the Internet must not interfere with an employee's productivity. Employees are responsible for using the Internet in a manner that is ethical and lawful.

Internet messages are public and not private. OCC reserves the right to access and monitor all files and messages on its systems.

SECTION 5

WAGE AND SALARY POLICIES

5.1 WAGE OR SALARY INCREASES

Please see Appendix "A," Wages, in Agreement Between OCC & UFCW Local 5.

5.2 TIMEKEEPING

[This section is pending OCC's acquisition of a time clock]

Accurately recording time worked is the responsibility of every non-exempt employee. Time worked is the time actually spent on a job(s) performing assigned duties.
OCC does not pay for extended breaks or time spent on personal matters.

The time clock is a legal instrument. Altering, falsifying, tampering with time records, or recording time on another team member's time record will result in disciplinary action, including termination of employment.

Authorized personnel will review time records each week. Any changes to an employee's time record must be approved by his/her supervisor. Questions regarding the timekeeping system or time cards should be directed to the employee's supervisor.

> **Time Cards** – Non-exempt employees will be issued a time card on their first day of employment. The employee will be given thorough instructions on usage and instructions on what to do should a problem occur.

5.3 OVERTIME

OCC is open for business 40 hours per week. Overtime compensation is paid to non-exempt employees in accordance with federal and state wage and hour restrictions. Overtime is payable for all hours worked over 40 per week at a rate of one and one-half times the non-exempt employee's regular hourly rate. Time off on personal time, holidays, or any leave of absence will not be considered hours worked when calculating overtime. In addition, vacation time does not constitute hours worked.

All overtime work performed by an hourly employee must receive the supervisor's prior authorization. Overtime worked without prior authorization from the supervisor may result in disciplinary action. The supervisor's signature on a timesheet authorizes pay for overtime hours worked.

5.4 PAYDAYS

All employees are paid twice monthly, on the 5th and 20th of each month. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive pay on the day before.

If a regular payday falls during an employee's vacation, the employee's paycheck will be available upon his/her return from vacation.

Paychecks will not, under any circumstances, be given to any person other than the employee without written authorization. Paychecks may also be mailed to the employee's address or deposited directly into an employee's bank account upon request.

(See also Article 2, Payroll Deduction, in Agreement Between OCC & UFCW Local 5)

SECTION 6

BENEFITS AND SERVICES

OCC offers a benefits program for its regular full-time employees. However, the existence of these programs does not signify that an employee will necessarily be employed for the required time necessary to qualify for the benefits included in and administered through these programs.

6.1 GROUP INSURANCE

OCC offers the following health for REGULAR
FULL-TIME employees (as determined by the carrier of the policies).]

HEALTH INSURANCE

Carrier TBD

- Employees are eligible for health insurance after 90 days of satisfactory employment.
- OCC pays 100% of a basic plan, and 75% of a more generous plan.
- The employee pays 0% of a basic plan, and 25% of a more generous plan.
- Employee will pay premium through a payroll deduction.

.

6.3 SOCIAL SECURITY/MEDICARE

OCC withholds income tax from all employees' earnings and participates in FICA (Social Security) and Medicare withholding and matching programs as required by law.

6.4 401K Retirement Savings

OCC and UFCW Local 5 are exploring the concept of a 401K Pension Plan for employees.

6.5 VACATION

Paid vacation is available to regular full-time and regular part-time employees following their first-year anniversary with OCC and is provided based on the following calculations:

- Employees who work between 1560 – 2080 hours receive five (5) days per year.
- Employees who work between 780 – 1559 hours receive two and a half (2½) days per year

Employees are encouraged to use their PTO days and are limited to five (5) days of carryover per anniversary year. Employees will be paid out for any days in excess of five (5) on the week following their anniversary date.

NOTES:

The vacation policy applies to all regular full-time employees.

Earned vacation leave cannot be taken before it is accrued and approved.

Vacation may be taken in half-day increments of time.

Upon termination, unused earned vacation will be paid in a lump sum in the employee's final paycheck.

A maximum of one week paid vacation may be carried over from one calendar year to the next. However, no more than one week of vacation may be taken at one time, except under extraordinary circumstances. Requests for more than two consecutive days of vacation should be in writing at least thirty (30) days prior to the beginning of the requested vacation period. Requests for more than one week of vacation should be in writing at least ninety (90) days prior to the beginning of the requested vacation period.

6.6 RECORD KEEPING

The CFO and Chief of Staff maintain vacation days accrued and used. Each employee is responsible for verifying his/her pay stub to make sure the correct amount of hours appear.

6.7 HOLIDAYS

Please see Article 4, Holidays, in the Agreement Between OCC & UFCW Local 5.

6.8 JURY DUTY/MILITARY LEAVE

The Employer agrees to pay the difference between the employee's regular straight time daily rate and the amount received by the employee for jury service, provided the employee has completed six (6) months service with the Employer, is required to report by the jury commissioner and does serve on any jury. The maximum annual benefit paid by the Employer is five (5) days. Upon completion of service on the jury, the employee must immediately notify the Employer for further scheduling. Proof of call to jury duty must be submitted to the Employer promptly upon receipt. Proof of daily jury service is required for payment of this benefit.

I have read and agree to abide by this Employee Manual.

Employee Signature

Date

Witnessed by:

Business Representative

Date

CANNABIS INDUSTRY AGREEMENT

Between

OAKLAND COMMUNITY COLLECTIVE

And

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 5

TABLE OF CONTENTS

APPRENTICESHIP PROGRAM	16
BULLETIN BOARD	11
CODE OF CONDUCT	APPDX C
DISCHARGE OR SUSPENSION	08
DURATION/TERMS	26
FUNERAL LEAVE	07
GRIEVANCE PROCEDURE	09
HEALTH AND WELFARE	18
HOLIDAYS	04
HOURS OF WORK	14
INJURY ON THE JOB	22
JURY DUTY	06
LEAVES OF ABSENCE	21
LEGISLATIVE CHANGES	13
MANAGEMENT RIGHTS	03
NO DISCRIMINATION	24
PAID TIME OFF	05
PAY PERIOD	23
PAYROLL DEDUCTION	02
RECOGNITION	01
RETIREMENT/SAVINGS 401K	15
SENIORITY	17
SHOP STEWARD	11
SICK LEAVE	05
STRIKE, LOCKOUT	12
SUBCONTRACTING	10
UNIFORMS	20
UNION BUSINESS	11
UNION REPRESENTATION	11
VACATION	19
WAGES	APPDX A
WORKERS COMP (CARVE-OUT)	25

AGREEMENT

This Agreement entered into by and between **Oakland Community Collective** hereinafter referred to as the "Employer" and United food and Commercial Workers Union Local No. 5 hereinafter referred to as the "Union" agrees to be bound by the following terms and provisions covering wages and working conditions

ARTICLE 1 – RECOGNITION:

The Employer hereby recognizes the Union as the sole collective bargaining agency for an appropriate unit consisting of all full-time and regular part-time employees working at the Employer's. The parties will bargain over the wages of any classification not covered by this Agreement.

When new or additional employees are needed, the Employer shall notify the Union, as one of its sources, for new or additional employees. The Union shall maintain a hiring hall and shall have the opportunity to refer qualified applicants for vacancies to be filled. It shall be the sole determination of the Employer as to which applicants shall be offered employment.

The Employer will notify the Union of all new bargaining unit employees hired within fourteen (14) days of their employment.

ARTICLE 2- PAYROLL DEDUCTION:

Section 1. The Employer, upon written authorization of an employee, shall deduct from the first (1st) payment of wages, each month beginning with the second (2nd) month of employment, the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining Union membership, and promptly remit the same to the Union. If properly payable dues are not deducted by error, they should be deducted the following month.

Section 2. If an employee quits, is discharged or laid off, deductions in accordance with this Article shall be made from the last payment of wages.

Section 3. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or result by reason of action taken or not taken by the Company in reliance upon signed authorization cards furnished to the Employer by the Union or for the purpose of complying with any of the provisions of this Article.

Section 4. An authorization for wage deductions signed by an employee in conformance with this Article shall be irrevocable for a term of one (1) year, and shall be automatically renewed each successive year unless an employee desiring to terminate the authorization gives written notice of such desire to the Employer and the Union at least thirty (30) days and not more than ninety (90) days before the automatic renewal date.

ARTICLE 3- MANAGEMENT RIGHTS:

The management of the business of the Employer and the direction of its personnel, including but not limited to: the right to hire, promote, demote, schedule hours of work, reduce hours of work daily or weekly, assign duties, transfer or relieve employees from duty for lack of work or other legitimate reasons, discharge and discipline for just cause; to establish reasonable rules and regulations is the exclusive responsibility of the Employer subject to the terms of this Agreement. The Employer shall be the exclusive judge of its business and the methods, processes, means and material to be used. Nothing contained in this Agreement shall be intended or construed as a waiver of any of the usual, inherent, or fundamental rights of the Employer, whether the same has been exercised heretofore or not; and these rights are hereby expressly reserved to the Employer.

Copies of rules, policies and procedures and changes thereto will be given to the Union and to all employees.

As a condition of this Agreement the Employer will provide the Union with a business plan and agrees to abide by all legal business requirements of the municipalities in which it operates. Concurrently with the signing of this Agreement, the Employer will sign the Cannabis Industry Code of Conduct /Community Benefits Agreement which is

attached as Appendix C. Given the nature of the industry, the Employer and the Union understand the importance of adhering to professional, legal, ethical and safe business standards. The Employer and the Union will work as partners to assure that these standards are met but all legal responsibility for meeting these standards shall rest with the Employer. The Union and the Employer acknowledge and understand the unique nature of the Medical Cannabis industry and the need to advocate for and protect the rights of workers and patients. The Union and the Employer will continue to work collaboratively towards this end and will publicly and legislatively oppose efforts to undermine or interfere with these rights. Nothing in this Agreement will limit the right of employees to self-medicate at the workplace.

ARTICLE 4- HOLIDAYS:

Section 1. The following days shall be considered holidays. Holidays shall be paid to the employee at the employee's regular rate and prorated according to the employee's regularly scheduled hours, in addition to the regular shift work. An employee who works or is compensated for hours during the holiday week will be entitled to holiday pay whether the employee works on the holiday or not at the employee's regular straight time hourly rate prorated in accordance with the employees regularly scheduled hours.

- New Year's Day (January 1)
- Independence Day (July 4)
- Labor Day (1st Monday in September)
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25)
- Two Floating Holidays (to be scheduled by mutual agreement)

Section 2. In the event one of the aforementioned holidays falls on a Saturday it shall be celebrated on the previous Friday. In the event one of the aforementioned holidays falls on a Sunday, it shall be celebrated on the following Monday.

Section 3. Work performed on recognized holidays shall be paid for at straight time plus holiday pay. There shall be a minimum of four (4) hours guarantee for work performed on holidays.

Section 4. In order to qualify for holiday pay, an employee must be on the Employer's payroll for ninety (90) days and must work the scheduled workday before and after the holiday; and on the holiday if scheduled to work.

ARTICLE 5- SICK LEAVE:

Section 1. Employees shall accrue paid sick leave benefits at the rate of one-half day per month with a cap of thirty days. Employees with more than twelve days of sick leave in their bank shall have the option of a half-cash payout of sick leave in excess of twelve days on December 31 of each year.

Section 2. Sick leave benefits shall apply only to bona fide cases of sickness and accidents. A doctor's certificate, verifying the sickness, must be presented by the employee if requested by the Employer.

ARTICLE 6- JURY DUTY

The Employer agrees to pay the difference between the employee's regular straight time daily rate and the amount received by the employee for jury service, provided the employee has completed six (6) months service with the Employer, is required to report by the jury commissioner and does serve on any jury. The maximum annual benefit paid by the Employer is five (5) days. Upon completion of service on the jury, the employee must immediately notify the Employer for further scheduling. Proof of call to jury duty must be submitted to the Employer promptly upon receipt. Proof of daily jury service is required for payment of this benefit.

ARTICLE 7- FUNERAL LEAVE

Section 1. An employee is eligible for up to three days of paid funeral leave upon completion of the employee's probation.

Section 2. Leave days are to be consecutive calendar days and are for the purpose of arranging for and attending the funeral of a covered family member. Covered family members include spouse, parent, child brother or sister, grandchild or grandparent, current mother-in-law or father-in-law, step parents, step children and domestic partner.

ARTICLE 8- DISCHARGE OR SUSPENSION:

Section 1. The Employer may discharge or suspend any employee for just cause. A letter or notice shall be given the employee setting forth the reason for his/her discharge or suspension. A copy will be sent to the Union.

Section 2. In a case where an employee is warned for misconduct but not discharged or suspended, the Employer shall make a written record of such warning and provide a copy for the employee, with a copy sent to the Union.

Section 3. In all disciplinary interviews and in the issuance of written warnings, the Employer shall make reasonable effort to assure that the affected employee understands the process and that he or she has the option to request union representation at the interview.

Section 4. No prior warning notice shall be necessary if the cause of discharge or suspension is for serious infractions. Examples include but are not limited to dishonesty, recklessness, use of unauthorized drugs, or gross misconduct.

Section 5. A warning notice shall generally not be considered active for a period of over twelve (12) months unless a pattern of consistent similar misconduct can be shown to exist over a longer period of time.

Section 6. Any employee may request an investigation of his/her discharge or suspension and the Union shall have the right to protest the discharge or suspension. Any such protest shall be presented to the Employer in writing within ten (10) days after the discharge or suspension and if not presented within such period, the right of protest shall be waived.

ARTICLE 9- GRIEVANCE PROCEDURE:

Section 1. In the event of a dispute or grievance over the interpretation of this Agreement the following procedure shall be followed:

Step 1: The initial grievance may be filed by either the Union representative or the employee with the immediate supervisor within seven (7) calendar days of the knowledge of the facts giving rise to the grievance. The immediate supervisor will give his/her response within seven (7) calendar days.

Step 2: If not resolved in Step 1, the grievance shall be reduced to writing and submitted to the Employer within seven (7) calendar days of the Employer's answer in Step 1 (up to but no later than fourteen days from the event-giving rise to the grievance. Then a representative of the Union and the Employer will discuss the grievance. The Employer Representative will give his/her response, in writing, to the Union within seven (7) calendar days of the second step meeting.

Step 3: If the previous steps in the grievance procedure fail to resolve the grievance, then either party may submit the grievance to arbitration by so notifying the other party in writing, of its intentions to do so within fourteen (14) calendar days of the Employers response in Step 2.

Section 2. Should the Union fail to move the grievance to the next step, the grievance will be considered settled with the Employer's response in the previous step. Should the Employer fail to respond to the Union within the time limits, the grievance will be automatically moved to the next step except for arbitration, which requires actual notice.

Section 3. Selection of an arbitrator shall be from a list of seven (7) names submitted by the Federal Mediation and Conciliation Service, unless the parties mutually agree to a different procedure of selection. The arbitrator shall have no authority to add to, modify, amend, alter or delete or in any way

change the express provisions of this Agreement. The arbitrator's decision shall be final and binding on the Employer, the Union and the employee(s) involved.

Section 4. The expense of arbitrator shall be borne equally by the signatory parties. Each party shall pay its own costs for transcripts.

ARTICLE 10- SUBCONTRACTING:

The Employer will not contract out bargaining unit work except when the Employer lacks special equipment or tools for performing the work or, when employees lack the skills or willingness to perform such work, or, as specified in the State contract. In no case shall the Employer contract out work to avoid its obligations under this Agreement or for the purposes of reducing the scope of the Union.

ARTICLE 11- UNION REPRESENTATION/SHOP STEWARD

A Union Representative employed by the Union shall be allowed to visit the worksite for the purpose of ascertaining whether or not this Agreement is being observed. This right shall be exercised reasonably. The Union Representative shall follow State rules and procedures related to non-employee visits to the facility.

The Union Representative may attend Employer meetings that represent discussion of continuing problems that the Employer needs to address with the employees and the employees have asked their Union Representative to be present. The Representative will act as an observer only.

Bulletin Board: The Employer shall provide space for a bulletin board conveniently located for the posting of notices of official business of the Union

Time Off For Union Business: Employees shall be allowed time off without pay for the purpose of attending Agreement negotiations, Adjustment or Arbitration Board hearings, or for other bona fide Union business. In all such instances, the Employer shall be notified not less that two (2) weeks in advance of such absence, and the number of employees requesting such absences shall be so limited by the Union that it will not interfere unreasonably with the operation of the Employer's business.

ARTICLE 12- NO STRIKE, NO LOCKOUT:

During the term of this Agreement, the Union agrees there will be no strikes and the Employer agrees there will be no lockouts.

ARTICLE 13- LEGISLATIVE CHANGES

Should any of the provisions in this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation, such invalidation of a portion of this Agreement shall not invalidate the remaining portions and they shall remain in effect.

ARTICLE 14- HOURS OF WORK:

The regular workweek shall constitute any five (5) consecutive working days of eight hours. Work schedules for the following week shall be posted no later than the previous Friday. The Employer may utilize part-time employees but the utilization of part-time employees shall not undermine the concept of full-time work. Part-time employees who desire more hours up to and including full-time may request those hours in writing. Available hours shall be offered to those employees based on seniority within their classification.

Nothing in this Article shall constitute a guarantee of work.

For hourly employees, all time worked in excess of eight (8) hours in one (1) day or in excess of forty (40) hours in one (1) week shall be paid at the rate of time and one-half (1½x) the straight time hourly rate.

Each employee shall be entitled to an unpaid lunch period of not less than one-half (1/2) hour and not more than one (1) hour beginning no earlier than the third (3rd) hour of work and ending not later than the end of the fifth (5th) hour of work. All employees shall receive a rest period of fifteen minutes during every four hours of work or major fraction thereof.

An employee working a regularly scheduled day off shall be guaranteed a minimum of four (4) hours of work at time and one-half (1½x) the straight time rate.

Work loads and work assignments shall be distributed on a fair and equitable basis and shall not be unreasonable in nature. Increased workload shall not be used as a form of discipline.

ARTICLE 15- RETIREMENT/SAVINGS 401K

The Employer will provide a 401K Pension Plan to all bargaining unit employees, subject to the plan design and any modifications by the Plan Administrators. The Employer will match employee contributions into the plan at the rate of one dollar ($1.00) per hour for all hours worked up to forty (40) hours per week.

ARTICLE 16-APPRENTICISHIP PROGRAM:

The Union and the Employer understand that Local 5 is working with the State of California to develop a Cannabis Industry Apprenticeship Program and that they will negotiate over the implementation of the program in appropriate classifications upon its certification.

ARTICLE 17- SENIORITY:

Employees who have not attained seniority with the Employer shall be deemed probationary and subject to discharge without recourse or notice. Once probation is completed, the employee's seniority date shall be retroactive as of the first (1st) day of hire.

In the reduction of forces, the last employee hired shall be the first employee laid off within the classification. Laid off employee(s) shall be recalled in the reverse order of layoff within the classification. Seniority shall not apply to any employee until he/she has completed a three month probationary period.

Job Classifications are as follows but not limited to;

- Hourly Manager
- Salaried Manager
- Budtender
- Administrative Staff
- Operations Staff
- Security Guards

Non-probationary employees are entitled to receive one week's notice of layoff or one week's pay at the employee's regular rate in lieu thereof. Laid off employees will have

preference over new hires for openings in other classifications so long as they possess the skills and ability to do the job.

Seniority shall terminate for the following reasons:

a. Discharge for just cause.

b. Resignation.

c. Layoffs of six (6) consecutive months or a period equal to the employee's length of service when the layoff began whichever is less.

d. Failure to report to work within five (5) calendar days after recall from layoff. The employee will be notified by certified letter at the employee's last known address.

e. Absence due to illness or injury which continues for more than six (6) months or nine (9) months for a workers' compensation injury or the employee's length of service when the leave began, whichever is less.

f. Employee fails to return to work from a leave of absence.

g. Employee is absent from work for two (2) consecutive workdays without reporting to management unless such failure to report is due to serious, proven medical reasons satisfactory to the Employer. Such two (2) day no report shall be deemed a voluntary quit.

Seniority shall prevail regarding the selection of vacation times, workweek schedules, shift selections, and work site locations.

The Employer will post the seniority list semi-annually or whenever new employees have completed probation.

ARTICLE 18- HEALTH AND WELFARE:

The provisions concerning Medical, Dental Vision and Prescription coverage are incorporated herein and made a part hereof by reference as set forth in Appendix "B"

The Employer shall provide health benefits to full-time non-probationary employees. The Employer agrees to pay 75% of the cost of individual health coverage and 50% of the cost of dental coverage for eligible employees.

The Union and the Employer agree to explore alternative health plan structures with the goal of providing equal or better benefits for less cost. The Employer shall not be

allowed to modify benefits during the term of the agreement without bargaining with the Union.

ARTICLE 19 – VACATIONS:

Employees who have passed probation will be entitled to paid vacation as follows:

- Five (5) days after one (1) year of service
- Ten (10) days after two (2) years of service
- Fifteen (15) days after eight (8) years of service

If a holiday falls during the time an employee is on vacation, the employee shall receive an extra day of pay or another day of vacation at the discretion of the Employer.

A vacation calendar shall be posted on or about December 15th of each year and the employees shall make their vacation selection by seniority in the classification no later than January 31st of each year. Employees failing to make a selection during this time shall select their vacation on a space available basis.

Vacation pay shall be paid at 2% of the employee's previous years' earnings for each week of vacation.

ARTICLE 20- UNIFORMS:

If employees are required to wear uniforms the Employer shall furnish such uniforms at no cost.

ARTICLE 21- LEAVES OF ABSENCE:

Personal Leaves of absence may be granted upon written request by the employee for a period of not longer than 30 cumulative days in any one calendar year with mutual agreement by the Employer. Such leave requests will be for bona fide reasons. All personal leaves must be granted in writing. Personal leaves may be extended for up to fifteen (15) additional days upon extenuating circumstances and with mutual agreement.

Medical leaves of absence will be granted in conformity with the F.M.L.A. and CFRA.

ARTICLE 22 – INJURY ON THE JOB:

When an employee is injured on the job, reports for medical care, and is certified unable to return to work, the employee shall be paid the basic straight time rate of pay for hours not worked on the day of the injury as follows: (8 hour shift) If injured in the first half of the shift the employee will be paid four (4) hours; if injured in the second half of the shift, the employee shall be paid four (4) hours.

ARTICLE 23 –PAY PERIOD AND WAGE STATEMENT:

All employees shall be paid on at least a biweekly basis. Paychecks shall include an itemized statement of hours worked and wages paid, including overtime pay, premiums, vacation and sick payments.

ARTICLE 24– NO DISCRIMINATION:

The Employer and the Union will adhere to all Federal and State statutes and Municipal ordinances that impact this Agreement.

ARTICLE 25 – WORKERS COMPENSATION CARVE-OUT (ADR):

The Union and the Employer agree to work toward the implementation of an Alternative Dispute Resolution program for workers compensation cases during the term of this Agreement.

ARTICLE 26 - DURATION OF AGREEMENT:

This Agreement shall be effective upon ratification for a period of one year expiring on October 1, 2012. Should either party to this Agreement desire to negotiate changes in any or all of the provisions of this Agreement upon its expiration date, written notice to that effect must be given to the other party at least sixty (60) days before the date of expiration. If no opening notice is given as designated above, this Agreement shall run from year to year and can only be changed through negotiations started by written notice by one party to the other party at least sixty (60) days prior to any expiration date, that is, the annual anniversary date of this Agreement.

Employer

_____

_____
Date

United Food and Commercial Local 5

_____

_____
Date

APPENDIX "B"
HEALTH & WELFARE

The provisions concerning Medical, Dental, Vision, and Prescription coverage are incorporated herein and made a part hereof by reference as set forth in Appendix "B"

APPENDIX C

Code of Conduct

We, as medical cannabis patients, employees and employers, acknowledge that we are an industry of vulnerability and that we must take certain, deliberate and consistent action to protect those that are most vulnerable within the communities that we serve. We have proactively initiated this public pledge of the standards and commitment that we make as the leading organized representatives of our local industry.

We, pledge to: obey the law; provide excellence in service to our patient members; provide dignity, equality and opportunity to our employees; and dedicate our operations to the highest standards of social and environmental responsibility in the communities in which we operate.

- We pledge to honor the trust of our community by devotedly adhering to California state law including proposition 215 and the Attorney General's guidelines, as well as all reasonable local ordinances.
- We pledge to only associate with qualified patients and their caregivers who are residents of the state of California and possess a valid and verifiable CA doctor's recommendation for medical cannabis.
- We pledge that we shall not provide medical cannabis to any patient in an amount not consistent with personal medical use.
- We pledge to go over and above what is required to prevent the illegal sale, barter or distribution of medical cannabis, including educating our members regarding compliance with existing State and local laws.
- We pledge that our cultivation and food processing facilities, where edibles are prepared, comply with all relevant federal, state and local health and safety laws pertaining to the preparation of food for our private collective memberships.
- We pledge to operate a safe and secure environment, including adequate security officers and surveillance that will monitor the grounds and the immediate vicinity to assure that all patrons of the property immediately leave the site and do not consume medical cannabis in the vicinity of any club or any adjacent property or parking lot.
- We pledge to be both proactive and responsive to the concerns of the neighbors and the communities where we operate.
- We pledge to employ best accounting practices and maintain transparency with the municipalities where we are operating. We believe in paying our fair share of taxes to support the communities, which we are a vital part of.
- We pledge to provide a dignified, professional and enjoyable place of work for our employees. We pledge to follow, all state and federal employment laws as well as our own union contract.
- We pledge to work collaboratively with all community stakeholders to establish a safe, friendly and dignified industry for the patients of Cannabis in our community that is sustainable, commerce friendly, job producing, tax revenue generating and predictable for the entire local community.

UFCW 5

One Vision • One Voice • One Union

Ronald J. Lind
President

Tim Hamann
Secretary - Treasurer

Main Office:
United Food & Commercial Workers Union, Local 5
240 South Market Street
San Jose, CA 95113-2382
(408) 998-0428
Fax: (408) 971-8355
Toll Free: (877) 655-FIVE
www.ufcw5.org

28870 Mission Blvd.
Hayward, CA 94544
(510) 889-0870
Fax: (510) 889-6415

208 Miller Avenue
So. San Francisco, CA 94080
(650) 871-5730
Fax: (650) 871-3590

4121 Alhambra Ave.
Martinez, CA 94553
(925) 228-8800
Fax: (925) 228-8355

1145 North Main St.
Salinas, CA 93906
(831) 757-3094
Fax: (831) 757-9115

323 Geary Street, Room 709
San Francisco, CA 94102
(415) 693-0143
Fax: (415) 693-9352

85 Galli Drive, Suite H
Novato, CA 94949
(415) 883-6833
Fax: (415) 883-1043

840 E Street, Suite 8
Eureka, CA 95501
(707) 442-1751
Fax: (707) 442-9572

October 13, 2011

UFCW Local 5 acknowledges that "Oakland Community Collective Co, Inc. can and will use Local 5's Oakland Hiring Hall located at 8400 Enterprise Way, Suite 108, Oakland, CA 94621. The number is 1-(800) 655-FIVE (3483) for casual laborers.

Local 5's Oakland Hiring Hall will maintain a list of Qualified Patients/Casual Labor to dispatch to employers upon request.

Local 5 will notify all interested parties of any changes of address and phone number.

Thank you.

Ronald J. Lind

Ron Lind
President/International Vice President

UFCW 5
One Vision • One Voice • One Union

Ronald J. Lind
President

Tim Hamann
Secretary - Treasurer

Main Office:
United Food & Commercial Workers Union, Local 5
240 South Market Street
San Jose, CA 95113-2382
(408) 998-0428
Fax: (408) 971-8355
Toll Free: (877) 655-FIVE
www.ufcw5.org

28870 Mission Blvd.
Hayward, CA 94544
(510) 889-0870
Fax: (510) 889-6415

208 Miller Avenue
San Francisco, CA 94080
(650) 871-5730
Fax: (650) 871-3590

4121 Alhambra Ave.
Martinez, CA 94553
(925) 228-8800
Fax: (925) 228-8355

1145 North Main St.
Salinas, CA 93906
(831) 757-3094
Fax: (831) 757-9115

323 Geary Street, Room 709
San Francisco, CA 94102
(415) 693-0143
Fax: (415) 693-9352

85 Galli Drive, Suite H
Novato, CA 94949
(415) 883-6833
Fax: (415) 883-1043

840 E Street, Suite 8
Eureka, CA 95501
(707) 442-1751
Fax: (707) 442-9572

October 5, 2011

Oakland City Administrator
1 Frank Ogawa Plaza, 3rd Floor
Oakland, CA 94612

Re: UFCW Local 5 Recommendations and Support Oakland Community Collective

Dear City Administrator:

On behalf of UFCW Local 5, and our 33 thousand members in California and Arizona including hundreds in the medical cannabis industry, I am pleased to indicate our recommendation and endorsement of Oakland Community Collective in regards to their cannabis business application to the City of Oakland.

As you may know, UFCW Local 5 is the medical cannabis union and Oakland Community Collective is a UFCW Local 5-represented employer. We are currently in the process of negotiating a collective bargaining agreement with this employer and we anticipate that the agreement will include language for a strong code of conduct that will be a living document to protect your community, patients and our members, always developing new and better environmental and worker standards.

Additionally, as part of our due diligence we have found the company to be compliant with Prop 215 and the attorney general's guidelines for proper cannabis business operations.

If I can be of further assistance, do not hesitate to contact me directly at: 877-655-FIVE or rlind@ufcw5.org.

Sincerely,

Ronald J. Lind
President/International Vice-President

Product Safety

Patient Health

Patient health is of the utmost importance to the Oakland Community Collective. Our bar-coding system allows us to track every single product we carry. We will pre-screen and test our medicine for contaminants before it is logged into the system for tracking. However, in the event of an error or complaint, we will effectively be able to locate any and all items that are associated with the suspected batch of medicine and immediately remove them from inventory. Additionally, we will have the capacity to look up which patients may have purchased the suspect medicine so that we may issue a recall if necessary to ensure patient safety.

Product Testing

Our entire line will be counter stable to minimize risk and will be compliant with regulations in our jurisdictions. All of our operation methods are in legal compliance with food handling, packaging, and distribution standards. Our team members are required to complete a food safety-training program and acquire a food handler's permit. We take our role in distributing medicine for patients very seriously. Our standards for cleanliness are of the highest importance because many products are destined to be ingested by patients with compromised immune systems. These patients are at an elevated risk of contracting food borne illness. As an added precaution, we have contracted Steep Hill Labs (see attached LOI in Exhibits), an Oakland based testing facility, to conduct laboratory testing of all products and work surfaces, so that we may better detect the presence of any harmful microbiological contaminants. As patients ourselves, not only are we sympathetic to other patients and their needs, but we also recognize the responsibility that comes with the handling and sale of therapeutic substances.

Samples will be collected according to strict predefined protocols. Sample containers will be prepared daily and labeled with unique sample IDs in an on-site laboratory. Laboratory sample IDs will be linked to the unique identifiers used by the cultivation facility (e.g., lot number, batch number, plant number, etc.). This linkage will allow for, among other things, recall policies for products that do not meet quality specifications.

Sample containers will be placed on a cart so that they can be easily moved through the facility during sampling. Technicians will sample the facility according to a detailed daily work list. Samples will be placed in the prepared

containers and sealed. Filled containers will be scanned with a barcode reader to start the chain-of-custody.

Similarly, swab samples of facility surfaces will be collected and placed in clean, labeled containers. Swab samples will be used to ensure the cleanliness of facility operations.

Collected samples will be transported to the on-site laboratory and prepared for analysis. Preparation procedures involve drying in a temperature controlled drying oven, weighing material into separate aliquots, and adding appropriate reagents or buffers. All samples will be scanned again with a barcode reader and the chain-of-custody will be amended accordingly.

A hold will be placed on any sampled finished dried material. Finished products will be held on-site until laboratory results from Steep Hill Laboratory are released and the products are determined to be suitable for distribution.

Using a performance-based approach to ensure the scientific defensibility of all laboratory results, the collected samples are analyzed for the following battery of tests. This approach involves continuous laboratory evaluation through the use of accuracy-based materials, calibration standards, replicate analyses, and blank samples. These measures are in place to make sure that data produced are satisfactory, consistent, and dependable:

- Cannabinoid Profiling – quantification of THC, CBD, and CBN in dried flowers, keef, hash, oils, tinctures, and butters.
- Chemical Residue Screening – verification of the presence or absence of many commonly available chemical pesticides and fungicides in dried flowers, keef, hash, oils, tinctures, and butters.

- Biological Screening – verification of the presence or absence of fungi, yeasts, and bacteria in dried flowers, keef, hash, oils, tinctures, butters, and edible medicinals.

Steep Hill Laboratory will provide the following laboratory services as part of the quality control program for our dispensary:

Visual Inspection

Samples will be visually inspected with the aid of a digital dissecting scope for foreign contaminants and signs of biological contaminations. Digital records (narratives and photographs) will be taken of aberrations and logged for review.

Moisture

Samples will be tested for moisture content. Moisture analysis is critical to interpreting the results of subsequent tests and for standardization of acceptable moisture ranges for finished products. Finished products packaged outside of acceptable moisture ranges are susceptible to biological growth during storage and distribution.

Microbiological Screening

Samples will be screened for the presence/absence of yeast, mold, and bacteria. Prepared material will be tested with specified Petri films and measured using digital colony counters. Quality specifications will be created based upon comparisons with published values for related plant materials and foods.

Cannabinoid Profiling

The cannabinoids THC, CBD, and CBN will be quantified in samples using Steep Hill RT testing device (see following specification sheet.)

Chemical Residue Screening

Samples will be screened for the presence/absence of targeted chemical and botanical insecticides/fungicides. Samples will be analyzed by gas chromatography with either mass selective detection (GC/MS) or electron capture (GC/ECD). Instruments will be routinely serviced to maintain accuracy of results. QA/QC samples (blanks, replicates, reference standards, etc.) will be analyzed regularly to ensure analytical methods meet applicable detection limit specifications.

Edible Products

Samples of processed edibles will be taken beginning, middle and end of run for microbiological testing. Sample testing will include SPC (Standard Plate Count), E. coli, and Coliform as initial tests and Salmonella and Listeria as secondary testing. Any positive test will automatically trigger a hold be placed upon that production lot and it be sequestered away from all other production materials. Additional tests may be required to determine the scope of the contamination and potential remediation measures.

Good Laboratory Practices

Cleanliness is critical to the success of the entire operation.

Chlorine-based cleansers are appropriate for use on all open surfaces. Specific areas of the facility may require more aggressive treatments such as fumigation by propylene oxide or similar fumigant.

Employees will follow Good Laboratory Practices (GLP) and/or Good Manufacturing Practices (GMP) regarding personal hygiene.

Clean rooms will be established for manicuring, packaging, and on-site laboratory analysis. Positive airflow from the operation area will counteract contaminating aerosol effects from normal work activity.

STEEPHILL
CANNABIS ANALYSIS LABORATORY
1530 East 12th Street - Oakland, CA 94606 - (510)698-4446

October 3, 2011

LETTER OF INTENT FOR
IMPLEMENTATION OF PRODUCT SAFETY PROGRAM

This LETTER OF INTENT is made October 3, 2011 to set forth the stated intention of Oakland Community Collective with its principal place of business at 2101 Broadway, Oakland CA, to form a cooperative relationship with Steep Hill Lab. Should Oakland Community Collective be successful in their application for a dispensary/cultivation permit in Oakland CA, details of this LETTER OF INTENT will become conditions of the contractual relationship between Oakland Community Collective and Steep Hill Lab. According to the language in the Oakland Special Business Permits Division Medical Cannabis Dispensary Permit Application:

> *"Should the Applicant be successful and be awarded a permit, their commitments in bonus categories [those communicated in this LOI] will become conditions of their permit...Violations of these conditions will be deemed a material breach of the permit, and the City reserves the to assess a penalty or seek revocation of the permit."*

If Oakland Community Collective fails to fulfill this LETTER OF INTENT, Steep Hill Lab reserves the right to alert the oversight body governing their permit.

This letter sets forth the vision and structure of the relationship intended by both parties.

A. The Vision Statement of Oakland Community Collective and Steep Hill Lab's cooperative relationship will be:
   1. To structure a contractual relationship for Oakland Community Collective to meet and surpass compliance standards for a product safety program as is described in the Oakland Special Business Permits Division Medical Cannabis Dispensary Permit Application.
B. The structure of the aforementioned cooperative relationship intended to carry out A.1 are:
   1. Oakland Community Collective will lease Steep Hill Lab's "RT Unit Technology"(product name still in development) for:
      i. On-site Cannabinoid Profiling of all medical cannabis products.
      ii. Database management for the dispensary that manages testing information and inventory.
      iii. Creation of reports customized for specific compliance needs based on local regulation.

STEEPHILL
CANNABIS ANALYSIS

2. Oakland Community Clinic will submit samples of all medical cannabis products based on scientifically valid batch sizes to screen for fungal and pesticide contamination. Steep Hill Lab will provide analytical testing services for fungal contaminants and pesticide residues of all medical cannabis products meant for patient consumption.
3. Oakland Community Collective will make a concerted effort to purchase Safe Cannabis™ certified products whenever possible.
4. Oakland Community Collective will employ Steep Hill Lab to screen all edible and topical products quarterly for cannabinoids and pesticide residue.
5. Oakland Community Collective will honestly represent testing results and will allow periodic audits to ensure that all contracted medical cannabis products are safety screened.
6. When feasible, mutually beneficial agreements will be strengthened.

While both parties intend to proceed promptly in executing this relationship, there is not a contractual date of implementation other than the date that Oakland Community Collective begins operations. There is nothing that precludes Oakland Community Collective from choosing to work with Steep Hill Lab prior to licensure.

This LETTER OF INTENT contains the entire understanding between the parties with respect to its subject matter and supersedes any prior understanding and agreements between them with respect there to.

Understood, agreed and accepted by the following authorized representatives of each party.

Signature/Title: Date: 10/14/2011

Salwa Ibrahim, Oakland Community Collective

Signature: Date: 10/11/11

ADDISON J. DEMOUTA

Steep Hill Lab

STEEPHILL
CANNABIS ANALYSIS

The RT Unit: Cannabis Analysis in Real Time

Steep Hill Lab, the nation's first and most trusted medical cannabis analysis laboratory, offers advanced scientific instrumentation for real time cannabis sample analysis. This robust data analysis engine, with its accompanying inventory management module, offers an unmatched closed-loop monitoring system for medical cannabis cultivators and dispensaries.

Features include:

- ✓ Instant testing for THC, CBD, THCA concentration
- ✓ Instant testing for moisture levels
- ✓ Capability of tracking and identifying products remotely
- ✓ Label generation for product strength, inventory tracking, and diversion control
- ✓ Creation of customized reports for specific compliance needs based on applicable regulations
- ✓ Integrated inventory management database for cultivation or dispensary sites
- ✓ Data aggregation
- ✓ Remotely monitored and updated via off-site data servers
- ✓ Social media integration
- ✓ Non -destructive to tested product
- ✓ Generates no hazardous waste and is completely non-toxic

The RT Unit is set to launch Q3 2011, and will be available for select qualified organizations.

FORM ADV

OMB: 3235-0049

UNIFORM APPLICATION FOR INVESTMENT ADVISER REGISTRATION

Primary Business Name: NMS CAPITAL ASSET MANAGEMENT, INC.	IARD/CRD Number: 149678
	Rev. 11/2010

Item 5 Information About Your Advisory Business

Responses to this Item help us understand your business, assist us in preparing for on-site examinations, and provide us with data we use when making regulatory policy. Part 1A Instruction 5.a. provides additional guidance to newly-formed advisers for completing this Item 5.

Employees

A. Approximately how many *employees* do you have? Include full and part-time *employees* but do not include any clerical workers.

○ 1- 5 ■ 6-10 ○ 11-50 ○ 51-250 ○ 251-500
○ 501-1,000 ○ More than 1,000 If more than 1,000, how many? (round to the nearest 1,000)

B.

(1) Approximately how many of these *employees* perform investment advisory functions (including research)?

○ 0 ○ 1-5 ■ 6-10 ○ 11-50 ○ 51-250
○ 251-500 ○ 501-1,000 ○ More than 1,000 If more than 1,000, how many? (round to the nearest 1,000)

(2) Approximately how many of these *employees* are registered representatives of a broker-dealer?

○ 0 ■ 1-5 ○ 6-10 ○ 11-50 ○ 51-250
○ 251-500 ○ 501-1,000 ○ More than 1,000 If more than 1,000, how many? (round to the nearest 1,000)

If you are organized as a sole proprietorship, include yourself as an employee in your responses to Items 5.A(1) and 5.B(2). If an employee performs more than one function, you should count that employee in each of your responses to Item 5.B(1) and 5.B(2).

(3) Approximately how many firms or other *persons* solicit advisory *clients* on your behalf?

○ 0 ■ 1-5 ○ 6-10 ○ 11-50 ○ 51-250
○ 251-500 ○ 501-1,000 ○ More than 1,000 If more than 1,000, how many? (round to the nearest 1,000)

In your response to Item 5.B(3), do not count any of your employees and count a firm only once -- do not count each of the firm's employees that solicit on your behalf.

Clients

C. To approximately how many *clients* did you provide investment advisory services during your most-recently completed fiscal year?

○ 0 ○ 1-10 ■ 11-25 ○ 26-100 ○ 101-250
If more than 500, how many?

○ 251-500 ○ More than 500 (round to the nearest 500)

D. What types of *clients* do you have? Indicate the approximate percentage that each type of *client* comprises of your total number of *clients*.

		None	Up to 10%	11-25%	26-50%	51-75%	More Than 75%
(1)	Individuals (other than *high net worth individuals*)	○	◉	○	○	○	○
(2)	*High net worth individuals*	○	◉	○	○	○	○
(3)	Banking or thrift institutions	◉	○	○	○	○	○
(4)	Investment companies (including mutual funds)	◉	○	○	○	○	○
(5)	Pension and profit sharing plans (other than plan participants)	○	◉	○	○	○	○
(6)	Other pooled investment vehicles (e.g., hedge funds)	○	◉	○	○	○	○
(7)	Charitable organizations	○	◉	○	○	○	○
(8)	Corporations or other businesses not listed above	○	○	○	○	○	◉
(9)	State or municipal *government entities*	◉	○	○	○	○	○
(10)	Other:	◉	○	○	○	○	○

The category "individuals" includes trusts, estates, 401(k) plans and IRAs of individuals and their family members, but does not include businesses organized as sole proprietorships.

Unless you provide advisory services pursuant to an investment advisory contract to an investment company registered under the Investment Company Act of 1940, check "None" in response to Item 5.D(4).

Compensation Arrangements

E. You are compensated for your investment advisory services by (check all that apply):

- ☑ (1) A percentage of assets under your management
- ☑ (2) Hourly charges
- ☐ (3) Subscription fees (for a newsletter or periodical)
- ☐ (4) Fixed fees (other than subscription fees)
- ☐ (5) Commissions
- ☐ (6) *Performance-based fees*
- ☐ (7) Other (specify):

Assets Under Management

	YES	NO
F. (1) Do you provide continuous and regular supervisory or management services to securities portfolios?	◉	○

(2) If yes, what is the amount of your assets under management and total number of accounts?

	U.S. Dollar Amount	Total Number of Accounts
Discretionary:	(a) $ 100000.00	(d) 15
Non-Discretionary:	(b) $ 1832300000.00	(e) 4
Total:	(c) $ 1832400000.00	(f) 19

Part 1A Instruction 5.b. explains how to calculate your assets under management. You must follow these instructions carefully when completing this Item.

Advisory Activities

G. What type(s) of advisory services do you provide? Check all that apply.

- [x] (1) Financial planning services
- [x] (2) Portfolio management for individuals and/or small businesses
- [ ] (3) Portfolio management for investment companies
- [x] (4) Portfolio management for businesses or institutional *clients* (other than investment companies)
- [ ] (5) Pension consulting services
- [x] (6) Selection of other advisers
- [ ] (7) Publication of periodicals or newsletters
- [ ] (8) Security ratings or pricing services
- [ ] (9) Market timing services
- [ ] (10) Other (specify):

Do not check Item 5.G(3) unless you provide advisory services pursuant to an investment advisory contract to an investment company registered under the Investment Company Act of 1940.

H. If you provide financial planning services, to how many *clients* did you provide these services during your last fiscal year?

(●) 0 ( ) 1-10 ( ) 11-25 ( ) 26-50 ( ) 51-100
( ) 101-250 ( ) 251-500 ( ) More than 500 If more than 500, how many? (round to the nearest 500)

I. If you participate in a *wrap fee program*, do you (check all that apply):

- [ ] (1) *sponsor* the *wrap fee program*?
- [ ] (2) act as a portfolio manager for the *wrap fee program*?

If you are a portfolio manager for a wrap fee program, list the names of the programs and their sponsors in Section 5.I(2) of Schedule D.

If your involvement in a wrap fee program is limited to recommending wrap fee programs to your clients , or you advise a mutual fund that is offered through a wrap fee program, do not check either Item 5.I(1) or 5.I(2).

FRIENDS OF THE OAKLAND FOX

Office of the City Administrator
City of Oakland
One Frank Ogawa Plaza – City Hall
Oakland, CA 94612
October 3, 2011

To Whom it may Concern:

Friends of the Oakland Fox began in 1998 as a subcommittee of the Oakland Heritage Alliance (OHA). Our mission, was to bring back to life the Historic Fox Theater as the catalyst for the Arts and Entertainment District most commonly known as the Uptown District. Today our mission has become a reality and on any given day, you will find people all along Telegraph Ave enjoying the local eateries, music and art. Several years ago however, this dream was simply just a vision. It took an army of people to bring this project to life and Salwa Ibrahim was one of those soldiers.

The complexity of this project was difficult in and of itself. Salwa was responsible for serving as liaison between FOOF and Fee Developer Mr. Phil Tagami assisting with coordinating in all facets of the project. Salwa excelled in the fundraising arena and was responsible for raising over $100 k for FOOF. I was in awe of her persistence and accomplishments and when it came time to select FOOF Board Members, there was no question Salwa would serve. Since the grand opening back in 2009, Salwa has continued to stay actively involved.

Salwa has a strong understanding of finances and high-profile projects. Working in the Medical Cannabis Industry I can only imagine the complexity and as society becomes more accepting, people such as Salwa are pioneers. Without these pioneers the Fox Theater Project would not be open today. Oakland needs people who are going to take risks if we want to improve the local economy.

There is doubt in my mind that Salwa should be considered for a Medical Cannabis Dispensary Permit. She has devoted her entire adult career towards improving Oakland cause of her love and passion for this city. FOOF stands behind her efforts and knows she is the best candidate to operate a dispensary.

Sincerely,

Helen Wyman
Executive Director

Ronald J. Lind
President

Tim Hamann
Secretary - Treasurer

Main Office:
United Food & Commercial Workers Union, Local 5
240 South Market Street
San Jose, CA 95113-2382
(408) 998-0428
Fax: (408) 971-8355
Toll Free: (877) 655-FIVE
www.ufcw5.org

28870 Mission Blvd.
Hayward, CA 94544
(510) 889-0870
Fax: (510) 889-6415

208 Miller Avenue
S. San Francisco, CA 94080
871-5730
Fax: (650) 871-3590

4121 Alhambra Ave.
Martinez, CA 94553
(925) 228-8800
Fax: (925) 228-8355

1145 North Main St.
Salinas, CA 93906
(831) 757-3094
Fax: (831) 757-9115

323 Geary Street, Room 709
San Francisco, CA 94102
(415) 693-0143
Fax: (415) 693-9352

85 Galli Drive, Suite H
Novato, CA 94949
(415) 883-6833
Fax: (415) 883-1043

840 E Street, Suite 8
Eureka, CA 95501
(707) 442-1751
Fax: (707) 442-9572

October 5, 2011

Oakland City Administrator
1 Frank Ogawa Plaza, 3rd Floor
Oakland, CA 94612

Re: UFCW Local 5 Recommendations and Support Oakland Community Collective

Dear City Administrator:

On behalf of UFCW Local 5, and our 33 thousand members in California and Arizona including hundreds in the medical cannabis industry, I am pleased to indicate our recommendation and endorsement of Oakland Community Collective in regards to their cannabis business application to the City of Oakland.

As you may know, UFCW Local 5 is the medical cannabis union and Oakland Community Collective is a UFCW Local 5-represented employer. We are currently in the process of negotiating a collective bargaining agreement with this employer and we anticipate that the agreement will include language for a strong code of conduct that will be a living document to protect your community, patients and our members, always developing new and better environmental and worker standards.

Additionally, as part of our due diligence we have found the company to be compliant with Prop 215 and the attorney general's guidelines for proper cannabis business operations.

If I can be of further assistance, do not hesitate to contact me directly at: 877-655-FIVE or rlind@ufcw5.org.

Sincerely,

Ronald J. Lind
President/International Vice-President

We have built a successful community-based security guard service with a reputation of providing quality, dependable and reliable service to a degree of earning a solid background of successfully performing security related services to various commercial and local government agencies.

In order of APSP to provide a personalized quality service, it has focused its operational activities in the Greater San Francisco Bay Area Region. We currently employ over 45 officers (armed, unarmed, uniform, and plain-clothes security officers) who are all certified by the State of California and have met strict hiring guidelines as well as mandatory company training requirements prior to being placed on duty. Our security personnel are trained in accordance to the State of California, Department of Consumer Affairs, and California Business Professions Code Sections 7583.7. The training includes, Power of Arrest and right to restrain, Fire Protection, Occupational Hazards, Report Writing, and First Aid/CPR.

APSP operates on a 24-hour a day, on-call basis, and employ qualified professionals who are thoroughly screened and trained in physical and building security, fire and life safety procedures, entry control methods, incident reporting and administration, customer service, courtesy and diplomacy, and the use of modern security methods and equipment. We have earned a reputation for providing high quality, competent, and reliable professional security guard and patrol service. We specialize in many aspects of private contract security with an emphasis on building security, low income to high income housing and apartment complexes, schools, city colleges, commercial sites and shopping malls, construction projects, hospitals, concerts and public events, and property custody security services.

We are licensed, bonded, and insured to provide armed and/or unarmed uniformed and plain clothes, stationary, roving, and mobile guard services on a supplementary basis or as a total security package. We are motivated, trained, and experienced to render the following services:

- Monitoring of building entrances, parking lots, area premises, and loading docks.
- Access control of high-tech, medical, or specialized area protection.
- Mobile patrol of residential, commercial, industrial, and government facilities.
- Crowd, traffic and parking lot control.
- Personal and money escort services.
- Special and public events security.
- Threat assessment evaluation and security.
- Modern security technology consulting.
- Emergency alert and response.
- Safety monitoring, alert and response.

We are committed and dedicated to excellence and quality. We provide a team effort approach to ensure that productivity is accomplished in a timely manner, and to assign the most qualified staff resources to each project. We have experienced a consistent growth each year, and our success is directly linked to customer satisfaction and our ability to manage our resources properly. We approach each assignment without preconditions and are willing to adjust our schedules, staff, resources, and time to meet contract goals and obligations. We accept difficult challenges and pride ourselves in finding effective solutions to these challenges. We are flexible in our work environment and reasonable in our cost.

Every company officer, project/contract managers, and contract site employees are made fully aware of all contract requirements. Each contract is given the attention and support that is necessary for its success. As a result, we have accomplished the following for all completed on-going contracts:

- No contract cost overruns.
- Minimal personnel turnover.
- Extremely low Worker's Compensation claims. (two in the last ten years)
- Maintained our profitability throughout each contract period.
- Used our own financial resources to manage all our contracts.
- Complied with all contract recording and reporting procedures and requirements.
- Met, and often times, exceeded contract requirements.
- Met all statutory requirements imposed by local, state, and federal agencies.

- Prevented any loss or damage to customer property and/or equipment, as well as our own property and equipment.
- We have received numerous unsolicited commendations from our customers and patrons.

Finally, our mission is to provide high quality; competent, reliable and professional security services and conduct our activities according to the following guiding principles:

- To fully satisfy the contract requirements, needs and expectations of the client, the first time and every time.
- To operate within the bounds of the strictest code of professionalism and ethics in our relationship with clients.
- To utilize the full resources of our organization, and draw upon the experience of our management team to provide our clients with excellent and high quality security services.
- To act as a resource to and for our clients in all areas of security services and to extend our commitment beyond the scope or limits of our contract obligations.
- To provide a proactive approach in helping clients their needs, by providing an environment that fosters a team effort among our clients and employees.
- Above all, quality and integrity shall be continually practiced, encouraged and improved, and shall be never be compromised in any form or manner.

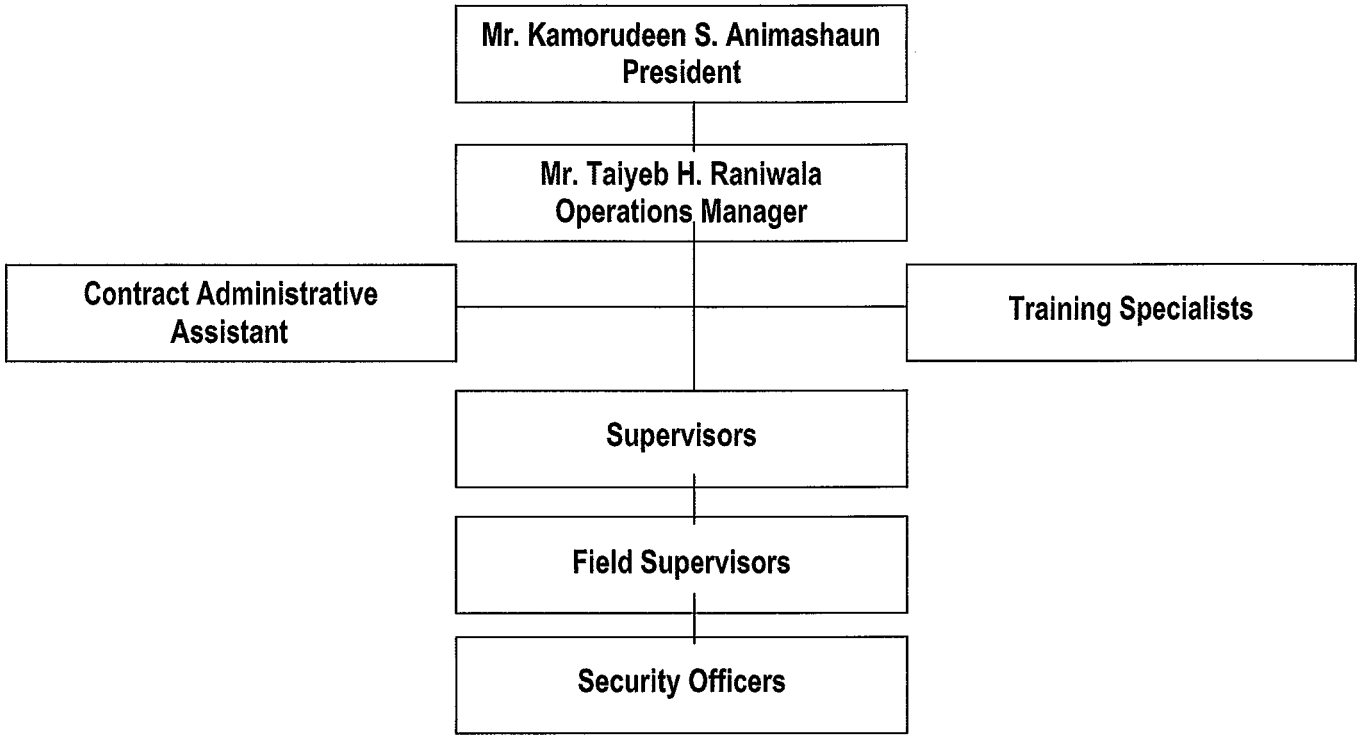
Based on our business philosophy, a contract is neither too small nor too large for us, to provide customize services that other providers are sometimes not able to achieve. Our executives will meet with the client periodically or as needed in order to address specific issues. Our decision-makers are easily accessible, and not buried by layers of bureaucracy. Existing clients have found our business attitude to be a refreshing benefit, in that it allows for timely problem solving and effective communication.

APSP believes that frequently changing security providers is unnecessary and expensive. Many agencies are burdened by this troublesome activity. APSP has maintained the majority of its security contracts since the inception of the company. We have achieved this privilege by providing quality management, a professional security team, and doing what it takes to satisfy the client.

Our commitment to excellence is reflected in this proposal and will also be reflected in our performance as the selected Oakland Community Collective Contractor.

Section IV – Project Organization

Part I – Corporate Organizational Chart



We strongly believe in the idea of a simple, yet effective organization

Part II – Project Implementation

For this contract, we shall provide management, supervision, manpower, materials, supplies, and equipment, and shall plan, schedule, coordinate and assure effective performance of all security services required by the Oakland Community Collective. This section shall cover our recruiting and staffing plan, and the standard training program of the company.

A. Recruiting and Staffing Plan

A combination of qualified full and part time employees will be used and adjusted during the performance of the contract to ensure that the required service is rendered in the most satisfactory manner. We shall at all times maintain a qualified reserve force at a 20 percent level for indefinite quantity security guard requirements, unscheduled illness or absences, and emergency situations.

All employees assigned to this contract must meet the employment criteria as set forth by the Oakland Community Collective, and the employment standards of APSP for purpose of maintaining the quality of service expected from each employee. We believe that "Quality People Provide Quality Service." It is our prime intention to maintain our reputation of providing experienced and qualified personnel that are capable of rendering reliable and dependable security service to all our clients.

We encourage all our employees to approach each project on a team effort basis, and encourage quality improvement efforts with the goal of rendering quality service, the first time and every time.

Under normal conditions, we require all our contract employees to possess a High School Diploma or equivalent, and be at least eighteen (18) years of age, unless the client requires older age group. We also require that each contract employee must be able to demonstrate the following abilities:

- To fluently speak, understand and read English.
- To meet and deal with the general public.
- To read, understand, and apply the rules, detailed orders, instructions, and training materials.
- To maintain poise and self control under stress.
- To construct and write clear, concise, accurate and detailed reports.

Candidates must be up to date with their local and state permits. APSP will do its own background checks to ensure that each candidate has no record that may affect the Federal Government's National Crime Information Check (NCIC). Candidates must also be able to meet the following health and physical requirements:

- Must be well proportioned in height and weight.
- In good general health with no physical defects or abnormalities that would interfere with the performance of their duties.
- Must possess binocular vision, correctable to 20/20 (snellen), must have the ability to distinguish basic peripheral vision, and must not be color blind. Exceptions can be made with customer consent, and/or if vision is correctable at 20/20 in one eye, and 20/30 in the other eye.
- Must be capable of hearing ordinary conversation at 20 feet, and whispered conversation at 10 feet without the benefit of artificial hearing devices.
- Must have no physical conditions or impairment that would inhibit the employee to carry out his or her duties and responsibilities to its fullest extent, such as: speech; extremities and spine; respiratory systems; cardiovascular system; gastrointestinal system; genitourinary disorders; nervous system; endocrine system; hernia; or other impairment, disease or condition.
- Must pass a physical examination conducted by a licensed medical physician or practitioner.

All Contract employees must go to the required Oakland Community Collective and company training requirements (as outlined below) before he or she is assigned to a post. As a company standard,

contract personnel must be able to be certified for adult Cardiopulmonary Resuscitation (CPR), and First Aid. In addition, per contract requirements and APSP all candidates:

- Must have proven capabilities of rendering service in a courteous, reliable and professional manner.
- Must be able to demonstrate that they are individuals of high integrity who have mature attitudes and can exercise sound judgment in evaluation all situations.
- Must complete an employment application.
- Must have the capability of being individually bonded.
- Must be able to furnish enough data in order for a background check to be thoroughly investigated and verified for accuracy, such as: permits, licenses and certifications, past employment record, military record, law enforcement record, driving record, educational record, and commendation and awards records.
- Must have no record of substance or alcohol abuse, sexual harassment, domestic violence, child abuse or endangerment, history of theft and felonies, and work-related violence.
- Submit to and pass a drug and alcohol screening examination.
- Must be well groomed and neat in appearance.

No employee will be allowed to begin employment until all required documentation is submitted. A Security Officer who fails to meet any requirement, guard registration, or any other requirement imposed by contract or state law may be terminated from employment.

All new employees are in probationary status for the first 90 calendar days of employment. During this period, the employee and the company will have the opportunity to evaluate one another and the employees' ability, compatibility, and interest in the job. Unless otherwise required by the contract, probationary employees do not earn or accrue any company sponsored employment benefits during the probationary period. After the probationary period, all full-time equivalent employees are eligible for employment benefits offered by the company.

APSP is an Equal Opportunity Employer (EOE). All employees shall be entitled to all benefits provided for by the Service Contract Act. We are a performance driven company, and each employee promotion is based on his or her individual performance.

It is our policy, unless otherwise directed by the Oakland Community Collective, to hire as much of the personnel of the incumbent contractor, for as long as each incumbent employee meets the employment criteria and standards of both Oakland Community Collective and APSP. If situation permits, we will make every effort to keep the current security force. In the event of vacancies, APSP will actively recruit from the following resources:

- Civic & Community Organizations
- Veteran's Organizations and Military Installations
- Police and Other Security Agencies
- Local Government Employment Programs
- Colleges
- Employee Referral
- Internet Employment Services
- Welfare-To-Work
- Local Newspapers and Trade Publications

All employees must comply with the Federal Immigration Laws. To comply with these requirements, APSP requires that all new employees submit proof of their citizenship or alien registration status by submitting any of the following:

- U. S. Passport
- Birth Certificate
- U. S. Citizenship ID card

- Certificate of Naturalization
- Current Foreign Passport bearing a current stamp reading "processed for I-551" or a current form I-94
- Alien Registration Card bearing photograph
- Current work permit issued by the INS
- A state driver's license or identification card bearing photograph, full name, date of birth, height, weight, color of eyes and residence address. If candidate has no driver's license or identification card, a certificate of discharge from the U. S. Armed Forces or other document evidencing service in the U. S. Armed Forces. AND Original copy of Social Security Card.

B. Standard Training Program

Once a candidate has been accepted for employment, whether new or incumbent, he or she must undergo a company-provided basic training, which will be in addition to the training required by Oakland Community Collective and the State of California Department of Consumer Affairs, California Business & Profession Code 7583.7. The Company provided Basic Training Program will be provided by the company staff, and/or State Licensed Security Training Company. The following subject matters are presented in both basic and refresher training programs (some have been added as a requirement for this contract):

- General Orientation
- Purpose and principles of the system of security
- Roles & Responsibilities of Security Officers
- Non-Aggressive Arrest and Control Techniques
- Response to disturbances and emergencies (which includes overview and role playing)
- Safety and Fire Prevention, includes CPR & First Aid.
- Arrest Authority and Procedures
- Specific duties, including sufficient "breaking-in" training
- Search and Seizure
- Use of force
- Ethics and Professionalism
- Understanding Human Behavior (which includes overview and role playing)
- Principles of Communication
- Professional Public Relations (which includes overview and role playing)
- Defensive Tactics
- Rules of Evidence and Crime Scene Protections
- Patrol Methods and Patrol Hazards
- Effective Written and Oral Communication
- Report Writing
- Traffic Control
- Video Monitoring, Metal Detector, and other Security Equipments
- Badging procedures (if required)
- Discipline / obedience to Post duties and orders
- Customer service

All training requirements are taken into consideration Oakland Community Collective contract requirements, needs, and expectations. Individual posts will be examined and each security officer will be trained and cross trained according to the specific requirements of each post.

C. Financial Ability

We have financial stability and the capacity to adequately provide the required security services for the Oakland Community Collective, throughout the life of the contract. We have excellent relationship with our banks and have been offered to open a working capital line of credit. Upon request, our financial institution can confirm the existing financial relationship between itself and

APSP. Though we may have these contracts financing capabilities, we have yet to use their services, for our projects have been self-sufficient and profitable due to sound management practices.

D. Quality Control Program

By definition, quality control is the formal and informal process of inspections, deficiency reports, and corrective action cycles used to quantitatively, systematically, and accurately verify the quality and timeliness of services provided to Oakland Community Collective by our contract personnel. We are keenly aware of the critical role quality control plays in achieving and maintaining customer satisfaction. We are firmly committed to controlling quality at every functional and administrative level of performance.

Toward that end, we will develop and implement a Total Quality Management (TQM) Plan that will cover all contract services. The overriding objective of our TQM program will be Continuous Process Improvement (CPI). The key to CPI is a comprehensive, disciplined inspection program, and carried out by qualified and motivated site supervisors at every functional level of program activity. Our quality control plan will specify all guards and guard posts to be inspected, both on scheduled and random basis, and will detail how those inspections will be conducted. Our quality control plan will also include the provisions we will implement for recording inspection results, the forms we will use for documenting corrective actions, the protocol we will institute and maintain for reporting the results of our quality control initiatives to the Oakland Community Collective Representatives, and the files we will maintain for ensuring compliance with the contract's administrative mandates. Finally, our quality control plan will include parameters for updating and revising the plan throughout the life of the contract.

Overall, we believe our TQM Program will provide APSP management personnel with an effective and efficient means of identifying and correcting problems throughout the entire scope of contract operations. Moreover, it will provide the Oakland Community Collective Representatives with a comprehensive, objective, real-time method for evaluating both management performance and guard force capability with unprecedented ease and accountability.

All employees will be encouraged to participate in the quality control process, whereby each individual is part of the team working towards a common goal of satisfying the overall contract requirements. Quality control debriefings will not be limited to identification and correction of deficiencies, but it will also be a quality control meeting among on-site employees on how we can continuously improve our quality of service. The focus will be on customer satisfaction. Each employee will be encouraged to voice out his or her views, opinions and suggestions that would improve service. Employees will be recognized and honored for their exemplary work performances.

Section V – Assigned Personnel

A. Project Management

Our organizational structure provides for successful contract delivery by our key on-site project personnel, but also builds in a system of company oversight controls. The Operations Manager of APSP, Mr. Taiyeb Hatim Raniwala will be in the fore of our corporate level oversight team along under the guidance of the President and Founder of APSP, Mr. Kamorudeen S. Animashaun. Mr. Raniwala has over 22 years of customer service experience, of which 17 years have been in the security, investigations and loss prevention and safety management. Mr. Animashaun has over 18 years of extensive experience in the private security industry, which includes 2 years in guarding prisoners who were medically examined or treated at the San Francisco General Hospital. Mr. Raniwala will lead our team of transition specialists during the critical phase-in period. Corporate phase-in specialists will provide on-site guidance, direction, technical support, and administrative assistance to key project personnel throughout the transition period, and will remain on-site until all program policies and procedures are in place and operating smoothly.

Ongoing, Mr. Raniwala will take the lead role in monitoring all program activities from our corporate office in Oakland, California. Mr. Raniwala will also monitor contract performance and provide management insight, as needed, to ensure cost-effective performance commensurate with contract requirements. In addition he will conduct regular personnel evaluations to ensure that contract performance meets and exceeds all goals and objectives set forth by the Oakland Community Collective.

For this contract, Mr. Raniwala, along with Mr. Animashaun, shall serve as the company's Contract Administrator. Mr. Raniwala's and Mr. Animashaun's detailed resumes are presented in the Appendix Section.

B. Corporate Commitment & Support

A successfully delivered contract is the one that meets or exceeds all contract requirements performed in a timely manner and professional manner. One of the key missions we will undertake during the first month of the contract will be to initiate a dialog with the Oakland Community Collective Contract Representatives, Contract Administrator, Site Manager, and other Oakland Community Collective personnel dedicated to Quality Assurance regarding the formation of a partnering alliance. We anticipate that such an alliance will be structured to draw on the strengths of APSP and the Oakland Community Collective in our mutual quest for world-class service at every functional site within the contract's parameters.

We further anticipate that such an alliance will include regularly scheduled meetings of the Oakland Community Collective Contract Representatives, Contractor Administrator, Site Manager, and other Oakland Community Collective designees devoted to quality workmanship, and our project and respective company management personnel at times and sites that best reflect the spirit of the partnership.

Appendix Section

The following documents are attached in the Appendix section of this Proposal:

Exhibit A – Resume of Taiyeb Hatim Raniwala, Operations Manager / Contractor Administrator

Exhibit B – Resume of Kamarudeen S. Animashaun, Founder / President

Exhibit C – Private Operator License

Exhibit D –City of Oakland SLBE Certification.

Exhibit E – Minority Business Enterprise Certificate.

Exhibit F – General Liability Insurance Policy

Exhibit G – Worker's Compensation Insurance Policy

Exhibit H – City of Oakland Business License

Exhibit A

Resume of Taiyeb Hatim Raniwala

Qualifications Highlights

Bachelor's Degree in Criminal Justice Administration from California State University of Hayward, with a Law Enforcement option to include evidence examination and collection, interviewing and interrogation. Experience in investigations management, security management, retail management, loss prevention management conducting surveillance, fraud investigations, preparing reports and documentation for prosecution, investigating auto accidents, and providing training in customer service.

Relevant Professional Experience

Security Consultation:
Conducted security evaluation surveys for both residential and commercial accounts, providing solutions to security needs. Monitored Department Store employees to maintain internal and external loss control programs.

Investigative, Management, and Customer Service Training:
Trained investigators, beginning retail managers, and trained customer service associates and beginning service manager. Received awards of Service Excellence.

Other Certifications and Qualifications

- BSIS Guard Card Registration
- CPR/First Aid
- MCP (Microsoft Certified Professional)
- MCP+I (Microsoft Certified Professional + Internet)
- MCSE (Microsoft Certified Systems Engineer
- Notary Public (State of California)
- Certified Notary Signing Agent (National Notary Association)
- Multilingual in 4 Asian Languages (Hindi, Gujrati, Urdu, and Punjabi)

Work Experience

August 2002 to Present
Operations Manager
ANI Private Security & Patrol, INC
Oakland, California

In charge of all security personnel, making schedules, post orders, dealing with clients, training security personnel, and investigations regarding Human Resources and other Policy Violations.

April 2001 to August 2002
Account Manager
Pinkerton Security Services, USA
Santa Clara, California

Management of physical security various client sites. In charge of security and safety of the business assets, including its employees. Controlling card access and having knowledge of the internal security systems in place. Maintaining the database, which controls card access and key access. Keeping key control, having knowledge of the network set-up of the badging machine and the card access control units. Archiving old records and organizing them so that the proper records can be retrieved for research when necessary. Developing new forms, procedures, and making and updating post orders to make the security department more efficient. Interviewing potential employees, hiring qualified candidates, training newly hired employees, removing unproductive security personnel, scheduling, and acting as a liaison between Pinkerton and its clients. Development and leading the client's on-site Emergency Response Team (ERT). Operating within budget and keeping overtime of security personnel at zero, and

investigations of client's internal issues. Also handling other managerial duties at the Pinkerton Branch Level.

June 2000 to April 2001
Auto Liability Claims Manager
Allstate Insurance
San Jose, California

Conducting and over-seeing auto liability claims investigations, determining factors contributing to an accident, deciding comparative negligence percentages. Investigating claims of loss caused by fire or mechanical failures. Investigating if a claim should be transferred to Special Investigations Unit (SIU). Negotiating with other insurance carriers upon comparative negligence percentages. Preparing cases for arbitration if unable to settle a claim. Most important of all, making fair decisions while adhering to the rules and regulations set by the Department of Insurance (DOI).

September 1997 to June 2000
Loss Prevention and Safety Manager
Montgomery Wards
San Jose, California

Ensuring compliance with OSHA regulations by knowing safety standards set by OSHA. Enforcing safety rules and making sure that employees comply with safety procedures set in place to ensure customers' and employees' safety. Development of safety and security standards. Providing safety training to new employees as well as providing continuous safety training to veteran employees. Developing and presenting proposals for updating procedures or making new and removing old procedures. Solving cash variance problems, conducting internal and external investigations, inventory investigations, interviews. And using CCTV to catch shoplifters and dishonest employees. Working together with Human Resources to remove dishonest employees from employment and preparing cases for prosecution. Conducting shrink audits, safety audits and keeping the store a safe environment to work and shop in. Directly reported to the District Loss Prevention / Safety Manger.

Exhibit B
Resume of Kamorudeen S. Animashaun

Qualifications Highlights

I have an extensive and specialized training in all aspects of investigation, use of firearms, and fraud and surveillance. Experience in police activities, and preparations of civil liability cases requiring objectivity and integrity I am persistent, thorough and prompt in completing projects and reports. I haves excellent communication and interrogation skills

Relevant Professional Experience

Security Consultation:
Conducted security evaluations surveys for both residential and commercial accounts, providing solutions to security needs. Monitored Department Store employees to maintain internal and external loss theft control program

Investigative and Management Training

Completed advanced investigative training in a wide range of security and police enforcement methods, which includes verifications permits and accreditations:

- Permit for Exposed Forearms, Qualified for 38, 357, and 45 Caliber, and 9mm.
- Certificate for Tear Gas and Mace training.
- Private Patrol Operator License.
- State of California Baton Certificate.
- Completed Burglary Prevention Training
- Completed Auto Thefts Prevention Training.
- Certificate of Training for CPR and First Aid

Work Experience

January 1993 to Present
President
ANI Private Security and Patrol Inc, Oakland California
Owned and operated a successful security guard and patrol service company

August 1992 to July 1993
Security Guard Supervisory
Western Security Bureau of Northern California, San Francisco, California
Assigned at the Acorn Housing Project in West Oakland. Provided and supervised security guards with powers to arrest and detain vagrants, trespassers, and other offenders.

July 1992 to August 1992
Security Guard
F&G Security Patrol, Oakland, California
Assigned to various security projects in the City of Oakland

March 1990 to March 1992
Royal Investigations & Patrol, San Leandro, California
Assigned to various security projects in the City of Oakland

December 1998 and March 1990
Security Guard
Argus Security, 2025 MacArthur Blvd, Oakland, California
Assigned at the San Francisco General Hospital guarding and escorting prisoners that were under medical treatment and/or examination.

Educational Background

Business Management Courses, 1990 to 1992

Exhibit C
Private Patrol Operator License

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

Renewal License

Bureau of Security and Investigative Services
P.O. BOX 989002
West Sacramento, CA 95798-9002
(916) 322-4000

PRIVATE PATROL OPERATOR

LICENSE NO. PPO 11292
RECEIPT NO. 01200162

VALID UNTIL JANUARY 31, 2012

In accordance with the provisions of Division 3, Chapter 11.5 of the Business and Professions Code, the company named hereon is issued a Private Patrol Operator License Renewal.

ANI PRIVATE SECURITY & PATROL INC.
4122 BROADWAY
OAKLAND CA 94611

01/19/10
01/19/10

----- NON-TRANSFERABLE --- POST IN PUBLIC VIEW -----

WPIPPO 02/29/08

Exhibit D
City of Oakland SLBE Certification
(Below is expired, renewal in process)

CITY OF OAKLAND

DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 3341 • OAKLAND, CALIFORNIA 94612

Department of Contracting and Purchasing
Contracts and Purchasing Division
Contract Administration

(510) 238-3621
FAX (510) 238-6262
TDD (510) 238-2007

31-Aug-09

Certification Number 3983

ANI Private Security & Patrol, Inc.
Kamorudeen Animashaun
4122 Broadway
Oakland, CA 94611

RE: Recertification with the City of Oakland and Redevelopment Agency Local/Small Local For Profit and Not For Profit Business Enterprise Program

Dear Kamorudeen Animashaun:

Based on our review of documents submitted, the City has determined that your firm qualifies for certification under the above Program as a:

- **Small Local Business Enterprise**

This certification will expire on **01-Oct-11**

Please refer to the attached certificate to determine your services and NAICS codes. The City reserves the right to reevaluate your company at any time during the certification period to determine if your firm continues to meet the City of Oakland and Redevelopment Agency programs and definitions. You are advised that it is your responsibility to initiate the re-certification process.

Should you have any questions, please contact Dollie Garvin at (510) 238-3970, and refer to the Certification Number as it appears above.

Very truly yours,

Shelley Darensburg
Senior Contract Compliance Officer

Exhibit E
Clearinghouse Minority Business Enterprise Certificate

SUPPLIER CLEARINGHOUSE

CERTIFICATE OF ELIGIBILITY

CERTIFICATION EXPIRATION DATE: 4/6/2012

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of **ANI PRIVATE SECURITY AND PATROL, INC.** of OAKLAND, CA as a **MBE** pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days upon any changes of ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if a verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling.. The Clearinghouse may request additional information or conduct on-site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above named firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998 in San Francisco.

VON: 6EN00014

April 7, 2009

Exhibit F
General Liability and Auto Insurance Policy

Exhibit F
General Liability and Auto Insurance Policy

Exhibit I
City of Oakland Business License

THIS DOCUMENT HAS A TRUE DOCUCHECK™ WATERMARK AND VISIBLE FIBERS DISCERNIBLE FROM BOTH SIDES

CITY OF OAKLAND
BUSINESS TAX CERTIFICATE

ACCOUNT NUMBER
710601

The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 85.04.190A, of the O.M.C. you are allowed a renewal grace period until March 1st the following year.

EXPIRATION DATE
12/31/2010

BUSINESS LOCATION
ANI PRIVATE SECURITY & PATROL INC
4122 BROADWAY
OAKLAND, CA 94611-5112

BUSINESS TYPE
E Business/Personal Services

NAME
MAILING ADDRESS
ANI PRIVATE SECURITY & PATROL
4122 BROADWAY
OAKLAND, CA, 94611-5112

Public information above this line to be conspicuously posted!

THIS DOCUMENT IS ALTERATION PROTECTED AND REFLECTS FLUORESCENT FIBERS UNDER UV LIGHT

Legal: Federal Vs State Law
An important introduction to the legal issues surrounding medical cannabis and the cannabis industry. Learn about the laws that govern cannabis distribution, cultivation, possession, and consumption for adults and medical patients. Have your questions answered by prominent cannabis lawyers. What's the difference between state & federal law and what does that mean for you? Learn how to behave safely and responsibly under California Law. (5501)

Politics & History
All students will get a detailed overview of the politics and history surrounding cannabis, historically referred to as hemp or marihuana. This course covers the political history of cannabis, as well as important legal decisions that affect the industry today. Did you know that the U.S. Federal Government created a program in the early '80s to distribute cannabis for medicinal use? Learn more about this and other historical events while getting the latest information on current court cases and legislative decisions that can affect you. (5101)

Civics: Legal Rights & Responsibilities
What is a qualified patient and how do you become one? What are your rights under the law? How do you exercise your rights to navigate police encounters successfully? Learn your civic rights and responsibilities to positively contribute to our community and the cannabis industry. (5301)

Horticulture 101
Learn how to grow cannabis from start through harvest. This course covers everything needed to get going and produce a harvest. Instructors will detail the basics of watering, lighting, ventilation, cycles, and equipment options. Indoor and outdoor information is included, as well as hydroponic and organic options. Even experienced folks can learn from this presentation about cuttings, pest control, smell abatement, security, pH balance, and drying/curing. (4101)

Methods of Ingestion: Extracts 101
Learn the benefits and history of extracted medicine, the chemistry behind it, and the different extraction methods and equipment used. For those who require a little extra concentration...(8101)

Methods of Ingestion: Cooking

Who knew there were so many forms of cannabis?! Hundreds of alternatives to smoking cannabis are now available, including: confections, cheesecakes, salad dressings, beverages, and more. Become versed in the basics of cooking with cannabis in a classroom setting. Learn how to cook with whole plant medicine and extracts, regulate and titrate dosages, proper packaging, food safety, and how to make cannabutter step-by-step. Learn from long-time cannabis cooks and professional chefs. (8501)

Methods of Ingestion: Vaporizing
Learn about various types of vaporizers and how the vaporization process works, and be able to explain to your doctor how this alternative method to ingest cannabis is safer than smoking and easier to titrate than edibles. (8701)

Science: The Science of Cannabis

How does cannabis affect your body? Unlock your understanding of the human receptor system through our body's interaction with the cannabis plant. Know the facts, learn the science! Be trained to debunk commonly cited studies against cannabis and review studies in the past that have impacted the social environment surrounding cannabis today. Discuss emerging ethical and political issues. Discover new therapeutic uses and explore the clinical benefits, research summaries, and scientific applications of cannabis. (6101)

Economic$
Taxation and Regulation of cannabis, the largest cash crop in California, is on the ballot for 2010. Eighty percent of Americans agree that the current policy of prohibition has failed. Oaksterdam University Students, Alumni, Volunteers, Faculty, Staff and Instructors are working hard with local and state government to make safer communities through the regulation of cannabis. There is a future for adult possession and personal cultivation, as well as the option to regulate sales and commercial cultivation for medical and adult use, as well as legalizing hemp. This class will help you facilitate the discussion about the economics of regulating cannabusiness. (5601)

Advanced 102 Weekend Classic Course

Upon completion of the Classic Basic Seminar, students are welcome to return to Oaksterdam University for Cannabusiness, and the advanced level classes. Attendance of the Basic Seminar is required, however you are not required to pass the Basic 101 exam to be applicable.

Students who choose to attend the Advanced Course can potentially achieve:
- Certificate of Completion
  - Attend (or make up) all classes and pass the final exam.
- Certificate of Achievement with Honors as Valedictorian

- Attend (no make-ups) all classes, turn in your test within two weeks and achieve the highest score on the final exam among your peers.

COURSE CURRICULUM

Horticulture 4102: Advanced Grow
Instructors continue the subjects begun in the first horticulture class for more comprehension. This course is for the experienced grower or any student who has completed Horticulture 101. New topics include seed germination, clone/cutting production, and examples of automatic systems. This class takes your grow to a larger scale, or commercial cultivation, and offers tips and tricks to maximize your productivity.

Patient Relations
(Formerly "Budtending")
Learn the ins and outs of safety, security, and great patient-customer service and set yourself apart from other applicants for employment at dispensaries. Train how to effectively and responsibly dispense cannabis to patients. Learn about the different strains and their differing effects, along with which strains are best for various medical conditions allowing you to provide helpful, knowledgeable service to patients in need. (7101)

Dispensary Operations and Management
Starting a dispensary (or any other cannabusiness), this class is for you! Learn about Job #1: Security! Learn from long time dispensary operators how to: manage personnel, from hiring to firing; build strong community relations including ways to reinvest in your community; have excellent customer service and maintain patient privacy. (7302)

Procurement & Allocation
So how do you get product from providers to patients? What do you look for and how do you get the best value for your collective or cooperative? This class is particularly important for inventory managers and includes such topics as: grading, weighing, storage, and safe transportation. (7303)

Cannabusiness: Legal Business Structures

For learning about many opportunities in the cannabis industry; whether it's a commercial grow, dispensary, cannabis edibles company, clone provider, delivery service, Measure Z club, or any of the numerous cannabusinesses still to develop in this industry. The process to obtain city, county, state permits and licenses are covered in detail. Legal business structures and standard business issues such as: payroll, sales tax, workman's compensation, health insurance, and other requirements for operating a business are further covered. The instructors share firsthand experience and knowledge. Current political issues and local politics are explained, including a review of the Attorney General Guidelines. (7401)

Civics 102: Know Your Rights Workshop

Unlock justice and secure your freedom during police encounters! This class includes skits that simulate encounters with law enforcement. Students will see the knowledge learned in Legal & Civics classes applied in action. Experienced instructors teach examples of common encounters and specific wording to use. Most people give up their constitutional rights during encounters with law enforcement. These mistakes are avoidable and costly! For everyone in the cannabis industry, this class is essential to know your legal rights and explore the "gray areas" in order to do risk analysis and make informed decisions. (5302)

By popular demand
Prerequisite: Core Curriculum (Course Code 1100)

In order to support more specialized learning, Pre-requisite classes are now being offered at the Oakland Campus. This Prerequisite Course consists of the core classes fundamental for every student of cannabis, regardless of what you plan to do within the cannabis industry or movement in the future. We require every student start with these classes, or their equivalent, regardless of what you plan to do within the cannabis industry or movement in the future. Any OU Alumni that has already attended a Basic 101 Seminar or Semester Course has completed these requirements, no need for you to take them again. However, please note that this course does NOT qualify students for any Alumni semester program. Students are only eligible for an Alumni semester program if they have first successfully completed a certified program with us (the prerequisite only course is NOT a certified program).

The prerequisite classes cover the core program and are best suited best for students who are likely to come back for more classes, or who does not yet know the direction their interest might grow in. The Prerequisite Course will be held at the Oakland campus based on demand from 10:00am - 1:00pm.

COURSE CURRICULUM

Legal: Federal Vs State Law
An important introduction to the legal issues surrounding medical cannabis and the cannabis industry. Learn about the laws that govern cannabis distribution, cultivation, possession, and consumption for adults and medical patients. Have your questions answered by prominent cannabis lawyers. What's the difference between state & federal law and what does that mean for you? Learn how to behave safely and responsibly under California Law. (Class Code 5501)

Politics & History
Students will get a detailed overview of the politics and history surrounding cannabis, historically referred to as hemp or marihuana. This course covers the political history of cannabis, as well as important legal decisions that affect the industry today. Did you know that the U.S. Federal Government created a program in the early '80s to distribute cannabis for medicinal use? Learn more about this and other historical events while getting the latest information on current court cases and legislative decisions that can affect you. (Code 5101)