

in material breach of this Lease.

20.2 Tenant consents to provide Equilon Enterprises, LLC, dba Shell Oil Products US (hereinafter, "SHELL"), or its agents or employees, unfettered access, between 9:00 am to 5:00 pm (Monday through Friday), to the basement of the premises, to install monitoring wells or vapor probes, and to permit SHELL unfettered access to thereafter periodically monitor such wells or probes, conduct tests, inspections, surveys, appraisals, or environmental studies. Landlord agrees to provide tenants with at least 24-hour advance written notice before SHELL accesses the premises.

20.3 If Landlord seeks entry of the Premises pursuant to Article 20.2 (but not Article 20.1), above, entry and/or any work performed in connection therewith shall be undertaken in a manner that does not unreasonably interfere with Tenant's business operations.

20.4 Notice to enter from Landlord to Tenant is not required in an emergency situation (e.g., fire, flood, earthquake, or other like occurrence).

ARTICLE 21. CONSENT OF LANDLORD

21. Whenever Landlord's consent or approval is required prior to any action under this Lease, in no event shall Landlord be liable in monetary damages for withholding its consent or approval.

ARTICLE 22. RIGHTS OF LANDLORD

22. All covenants to be performed by Tenant under this Lease shall be performed by Tenant at its sole cost and expense and without any abatement of any rent to be paid hereunder. If Tenant shall fail to pay any sum, other than rent, required by this Lease to be paid by it or shall fail to perform any other act on its part to be performed, and such failure shall continue beyond the applicable grace period, if any, set forth in Article 24, Landlord may (but shall not be obligated to) and without waiving or releasing Tenant from any of its obligations, make any such payment or perform any such other act on Tenant's behalf. All necessary and incidental costs, incurred by Landlord, shall be due and payable by Tenant as Additional Rent within five (5) days after service by Landlord of written demand therefore. Tenant's failure to pay such Additional Rent shall constitute a material breach of this Lease, and Landlord may, without any further notice, exercise its remedies specified in Paragraph 24 hereof.

ARTICLE 23. LANDLORD DEFAULT

23.1 If Landlord shall be in default of any covenant of this Lease to be performed by it, Tenant, prior to exercising any right or remedy it may have against Landlord on account thereof, shall give ninety (90) days written notice of such default, specifying the nature of such default. Notwithstanding anything to the contrary elsewhere in this Lease, Tenant agrees that if the default specified in said notice is of such nature that it can be cured by Landlord, but cannot with reasonable diligence be cured within said ninety (90) day period, then such default shall be deemed cured if Landlord within said thirty (30) days period commences to cure and, thereafter, takes steps to continue to diligently cure.

23.2 If Landlord shall fail to cure a default of any covenant of this Lease to be performed by it and, as a consequence of such uncured default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied solely out of the proceeds of sale received upon execution of such judgment against the right, title and interest of Landlord in the building and its underlying realty and out of the rents, or other income from said property receivable by Landlord, or out of the consideration received by Landlord on a account of any sale or other transfer of its right, title and interest in said property, but neither Landlord nor any partner or joint venturer of/with Landlord shall be personally liable for any deficiency.

ARTICLE 24. LANDLORD REMEDIES

24.1 The occurrence of any of the following shall constitute a material breach or default of this Lease by Tenant:

- (a) Tenant's failure to pay when due any of the rent required hereunder to be paid by Tenant where such failure continues for five (5) days after the same is due; or
- (b) Tenant's violation of Article 4.3; or
- (c) Tenant's violation of Article 20.1; or
- (d) Tenant's failure to observe and perform any other term, provision or covenant of this Lease, whether or not that failure constitutes a material breach or default hereunder; or
- (e) Tenant's abandonment of the Premises.

24.2 In the event of any aforesaid material breach or default by Tenant, then in addition to any and all other remedies available to Landlord, either at law or in equity, Landlord shall have the right to bring an unlawful detainer and/or ejectment action, or any other action, against Tenant, or assignee or sublessee thereof, enabling Landlord to recover:

- (a) Restitution and possession of the Premises; and
- (b) Money damages for:
 - (1) Unpaid back rent; plus
 - (2) Per diem (or daily) damages through the end of the Initial Term of this Lease (or, if the option to extend is exercised pursuant to Article 3.5, through the end of that Option Period); plus
 - (3) Property damages to the Premises; plus
- (c) Costs and reasonable attorney's fees.

24.3 If Landlord brings an unlawful detainer and/or ejectment action against Tenant, Landlord need not elect to terminate the Lease either on a written notice (to pay rent or quit; or to quit) or in the complaint. If no such election is contained in the notice or complaint, then Landlord shall be entitled to per diem damages pursuant to Article 24.2(b)(2), above. However, Landlord shall have the duty to mitigate such award for per diem damages, as follows: 1) Landlord shall take reasonable steps to re-let the Premises; and 2) Landlord shall reimburse to Tenant the amount of rent received from re-letting not to exceed the amount of the award for per diem damages but only if judgment for that award is fully satisfied.

24.4 In the event of a material breach or default by Tenant, Landlord shall without incurring any liability also have the right, with or without terminating this Lease, to re-enter the Premises and remove all property and persons therefrom, and any property which is removed may, at Landlord's election, either be stored in a public warehouse or disposed of.

24.5 No re-entry or re-taking of possession of the Premises by Landlord under this Article shall be construed as an election to terminate this Lease unless a written notice of such intention thereof be given to Tenant or unless the termination thereof be adjudged by a court of competent jurisdiction. Notwithstanding any reletting without termination by Landlord because of Tenant's default, Landlord may at any time after such reletting elect to terminate this Lease because of such default.

24.6 Nothing contained in this Article shall constitute a waiver of Landlord's right to recover damages to it caused by Tenant's default; nor shall anything in this Article adversely affect Landlord's right, as in this Lease elsewhere provides, to indemnification from Tenant against liability for injury or damage to persons or property occurring prior to a termination of this Lease.

ARTICLE 25. PRIORITY OF LEASE AND ESTOPPEL CERTIFICATE

25.1 At Landlord's election, this Lease shall be either superior to or subordinate to any and all trust deeds, mortgages, or other security instruments, ground leases, or leaseback financing arrangements now existing or which may hereafter be executed covering the Premises and/or the land underlying the same or any part or parts of either thereof, and for the full amount of all advances made or to be made thereunder together with interest thereon, and subject to all the provisions thereof, all without the necessity of having further instruments executed by Tenant to effectuate the same. Tenant agrees to execute, acknowledge and deliver upon request by Landlord any and all documents or instruments which are or may be deemed necessary or proper by Landlord to more fully and certainly assure the superiority or the subordination of this Lease and to any such trust deeds, mortgages or other security instruments, ground leases, or lease backs. This Lease shall continue in full force and effect as aforesaid, and Tenant shall automatically become the Tenant of Landlord's successor in interest and shall attorn to said successor in interest. Tenant hereby irrevocably appoints Landlord as its attorney-in-fact, coupled with an interest to execute and deliver, for and in the name of Tenant, any document or instrument provided for in this Article.

25.2 Tenant shall at any time and from time to time execute, acknowledge and deliver to Landlord, within ten (10) days after Landlord's request therefor, a written statement certifying as follows:

(a) That this Lease is unmodified and in full force (or if there has been modification thereof, that the same is in full force as modified and stating the nature thereof):

(b) That to the best of its knowledge, there are no uncured defaults on the part of Landlord (of if any such default exists, the specific nature and extent thereof):

(c) The date to which any Rents and other charges have been paid in advance, if any.

25.3 If Tenant shall fail to execute and deliver any such statement to Landlord within fifteen (15) days after Landlord's written request therefor, Landlord may, as Tenant's attorney-in fact coupled with an interest, execute said statement for and on behalf of Tenant, and in Tenant's name. Further, Landlord, at its option, may treat same as a material breach and default under this Lease.

ARTICLE 26. HOLDING OVER

26. If, without the execution of a new lease or written extension of this Lease, and with the consent of Landlord, Tenant holds over after the expiration of the term of this Lease, Tenant shall be deemed to be occupying the Premises as Tenant from month-to-month, which tenancy may be terminated as provided by law. During said tenancy, the rent payable to Landlord by Tenant shall be one hundred fifty percent (150%) of the Base Rent, set forth in Article 3 of this Lease, plus Tenant's pro rata share for property taxes and liability insurance, unless a different rate is agreed upon, and upon all of the other terms, covenants and conditions set forth in this Lease so far as the same are applicable. If Tenant fails to surrender the Premises upon the termination of this Lease, in addition to any other liabilities to Landlord arising therefrom, Tenant shall and does hereby agree to indemnify Landlord and hold Landlord harmless from loss of liability from such failure including, but not limited to, claims made by any succeeding tenant founded on such failure.

ARTICLE 27. NOTICES

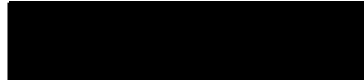
27.1 Wherever in this Lease it shall be required or permitted that notice, approval, advice, consent or demand be given or served by Landlord or Tenant to/on the other, the same shall be given or served, and shall not be deemed to have been duly given or served unless it is in writing and served, pursuant to Code of Civil Procedure ("CCP")

§1162, by a registered California process server, or forwarded by certified or registered mail, or delivered by courier (i.e., UPS, Fed-X, etc.), with confirmation receipt, addressed where appropriate, to:

If to Landlord -----> JY BROADWAY, LLC
1803 3rd Ave.
Oakland, CA 94606

If to Tenant -----> OAKLAND ORGANICS, LLC
458 Broadway
Oakland, CA 94607

OR



27.2 Notice shall be deemed effective and complete on the date of personal delivery where served pursuant to CCP §1162.1. Notice shall be deemed complete on the date of mailing where served pursuant to CCP §§ 1162.2 or 1162.3. In the case of delivery by mail or courier service (i.e., UPS, Fed-X, etc.), notice shall be deemed effective on the date of receipt or attempted delivery as specified on the return receipt.

27.3 Either Landlord or Tenant may change its address but must provide its new address by written notice forwarded by certified or registered mail to the other. Notice of change of address shall be provided within ten (10) days of the change.

ARTICLE 28. LIENS

28.1 Tenant shall pay all costs for work done by it or caused to be done by it in the Premises and Tenant shall keep both said Premises and the building free and clear of all mechanics liens and liens on account or work done for Tenant or persons claiming under it. Tenant agrees to and shall indemnify and hold Landlord harmless against liability, loss, damage, costs, attorneys' fees, and any other expenses on account of claims of lien of laborers or material man for work performed or materials or supplies furnished for Tenant or persons claiming under it. If any such lien shall attach to the Premises, the building, or any portion thereof, Tenant shall promptly, and in any event within twenty (20) days, discharge it as a matter of record. If necessary to accomplish same, Tenant shall furnish and record a bond to insure the protection of Landlord, the Premises, the building or such portion thereof as may be affected from loss by virtue of any such lien.

28.2 Any bond furnished by Tenant pursuant to the provisions of Article 28.1, above, shall be a lien release bond issue by a corporation authorized to issue surety bonds in the State of California. The bond shall meet the requirements of Civil Code section 3143 and shall provide for the payment of any sum that the claimant may recover on the claim, together with said lien claimant's costs of suit if he recovers therein.

28.3 If Tenant shall not have paid a charge for which a Mechanics' lien claim has been filed, and Tenant shall not have discharged same of record within the time permitted by Article 28.1, above, Landlord may (but shall not be obligated to) pay said claim and any claims, and the amount so paid, together with reasonable attorneys fees incurred in connection therewith shall be payable by Tenant to Landlord, as additional rent, within five (5) days after service of written demand therefore. Tenant's failure to pay such Additional Rent shall constitute a material breach of this Lease, and Landlord may, without any further notice, exercise its remedies specified in Paragraph 24 hereof.

28.4 Tenant shall, at least ten (10) days prior to commencing any work which might result in a lien as aforesaid, give Landlord written notice of its intention so to do to enable Landlord to post, file and record a legally effective notice of non-responsibility. Landlord or its representatives shall have the right to enter into the Premises and

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inspect the same at all reasonable times, and shall have the right to post and keep posted thereon said notices of non-responsibility and such other notices as Landlord may deem proper to protect its interest therein.

ARTICLE 29 QUIET ENJOYMENT

29. Landlord agrees that Tenant, upon payment of the Base Rent, the Additional Rent, and all other sums and charges required to be paid by Tenant hereunder, and the due and punctual performance of all of Tenant's other covenants and obligations under this Lease, shall have the quiet possession of the Premises.

ARTICLE 30. ATTORNEYS' FEES

30. Should either party hereto institute any action or proceeding in court to enforce any provision hereof or for damages or for declaratory or other relief hereunder, the prevailing party shall be entitled to costs and reasonable attorney's fees from the losing party.

ARTICLE 31. GUARANTY CLAUSE

31.1 Landlord and Tenant contemplate the full, timely and faithful performance of each and every term, provision and covenant of this Lease. DONA RUTH FRANK as personal guarantor, shall stand surety for any debt or default of/by Tenant, including but not limited to unpaid rent, except:

- (a) where DONA RUTH FRANK has been physically incapacitated, so as not to be able to perform her duties as Managing Member of Tenant, or has been incarcerated for a period of not less than three (3) months by a public authority; and
- (b) Landlord is served with 30-day written notice thereof.

31.2 If Tenant assigns this Lease pursuant to Article 19, above, said guarantor's obligation to stand surety for the debt or default of assignee shall be discharged and released.

31.3 The above exception does not apply if Landlord and Tenant litigate in any court any breach, noncompliance or requirement(s) of any term, provision or covenant of this Lease.

ARTICLE 32. MISCELLANEOUS

32.1 Nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between Landlord and Tenant or between Landlord and any other party, or cause Landlord to be in any manner responsible for the debts or obligations of Tenant, or any other party.

32.2 If any provision of this Lease shall be determined to be void or voidable by any court of competent jurisdiction, such determination shall not effect any other provision of this Lease and all such other provisions shall remain in effect. It is the intention of the parties hereto that if any provisions of this Lease is capable of two constructions, one of which would render the provision void or voidable and the other of which would render the provision valid, then the provision valid, then the provision shall have the meaning which renders it valid.

32.3 If Tenant hereunder is a corporation, the parties executing this Lease on behalf of Tenant represent and warrant to Landlord that: 1) he/she is authorized to execute this Lease; 2) this Lease is executed in the usual course of corporate business of Tenant and that neither the corporate Articles nor Bylaws of Tenant require the consent of its shareholders thereto; 3) Tenant is a valid and existing corporation; 4) all things necessary to qualify Tenant to do business in California have been accomplished prior to the date of this Lease; 5) all franchise and other corporate taxes have been paid; and 6) all reports, fees and taxes required to be filed or paid by said corporation in compliance its applicable laws will be filed and paid when due.

32.4 Landlord represents, covenants and warrants that it has lawful title to the Premises and has full right, power and authority to enter into this Lease

32.5 The entire agreement between the parties hereto is set forth in this Lease, and any agreement hereafter made shall be ineffective to change, modify, alter or discharge it in whole or in part unless such agreement is in writing and signed by both said parties. It is further understood that there are no oral agreements between the parties hereto affecting this Lease, and that this Lease supersedes and cancels and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between said parties or displayed by Landlord to Tenant with respect to the subject matter of this Lease, and none of the same shall be available to interpret or construe this Lease. All negotiations and oral agreements acceptable to both parties hereto have been merged into and are included in this Lease.

32.6 The laws of the State of California shall govern the validity, performance and enforcement of this Lease. Although the printed provisions of this Lease were prepared and drawn by Landlord, this Lease shall not be construed either for or against Landlord or Tenant, but its construction shall be at all times in accord with the general tenor of the Language so as to reach a fair and equitable result.

32.7 A waiver of any breach or default shall not be a waiver of any other breach or default. Landlord's consent to or approval of, any act by Tenant requiring Landlord's consent or approval shall not be any act by Tenant requiring Landlord's consent or approval and shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant. The acceptance by Landlord of any rental or other payments due hereunder with knowledge of the breach of any of the covenants of this Lease by Tenant shall not be construed as a waiver of any such breach. The acceptance at any time or times by Landlord of any sum less than that which is required to be paid by Tenant shall, unless Landlord specifically agrees otherwise in writing shall be deemed to have been received only on account of the obligation for which it is paid, and shall not be deemed an accord and satisfaction notwithstanding any provisions to the contrary written on any check or contained in a letter of transmittal.

32.8 Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, enemy or hostile action, riot, civil commotion, fire or other casualties or causes beyond the reasonable control of Landlord or Tenant, shall not excuse, discharge or release Tenant from its obligation to pay Rent during that period of prevention, delay or stoppage.

32.9 The term Landlord as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the current owner or owners of the Premises, and in the event of a transfer or transfers of title thereto, Landlord herein named (and in case of any subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved from and after the date of such transfer or conveyance of all liability as respects the performance of any covenants or obligations hereunder.

32.10 Upon Landlord's written request, Tenant shall promptly furnish to Landlord, from time to time, financial statements reflecting Tenant's current financial condition.

32.11 Time is of the essence with respect to the performance of each term, provision covenant or agreement of this Lease, and the terms "performance" and "time is of the essence", shall be interpreted and construed in their strictest sense. Any failure by Tenant to totally and timely perform, even if by a single day, shall be deemed a "material" breach of this Lease.

32.12 Submission of this instrument by or on behalf of Landlord for examination or execution by Tenant is not binding as a Lease unless and until this instrument is: 1) fully executed by Landlord and Tenant; and 2) Tenant delivers to Landlord this instrument containing Tenant's original signature.

32.13 The captions shown in this Lease are for convenience or reference only, and shall not, in any manner, be utilized to construe the scope or the intent of any provisions thereof.

32.14 Tenant shall not record this Lease nor any short form memorandum thereof without Landlord's written consent.

32.15 Landlord hereby discloses that the Premises may not be free of all asbestos, asbestos containing materials, hydrocarbons, and other hazardous or toxic materials.

32.16 Landlord may terminate this lease at any time for any reason or without a reason on 1-year written notice to Tenant.

32.17 The words, "person and persons", as used herein or elsewhere in this Lease shall mean individuals, partnerships, firms, associations and corporations.

32.18 Tenant acknowledges and affirms that, through DONA RUTH FRANK, it has read this Lease and fully understands and appreciates the words and terms used in it, as well as their effect; and that Tenant's signing of this Lease is a free and voluntary act, without reliance upon the representations of any person except as contained in this agreement. Tenant is represented by counsel or has had the opportunity to receive the advice of counsel in reviewing this Lease, and so, in the event of any dispute over the terms of this Lease, the general rule shall not apply that ambiguities are construed against the party drafting an instrument, Landlord and Tenant being deemed to have participated equally in the drafting of this Lease.

IN AGREEMENT HEREOF, the parties date and sign below:

DATED:

9/12/12

JANE YOON, for Landlord
JY BROADWAY, LLC

DATED:

9/12/2012

DONA RUTH FRANK for Tenant
OAKLAND ORGANICS, LLC

DATED:

9/11/2012

DONA RUTH FRANK, as Guarantor

ORIGINAL

8433 credit toward
Oct. 2012 rent.

NORTHERN CALIFORNIA SMALL BUSINESS ASSIST INC.

PO BOX 5286
SANTA ROSA, CA 95402

1060

90-4110/1211
405

DATE

9/12/2012

PAY
TO THE
ORDER OF

Jane Youn

\$ 69,000.00

Sixty nine thousand

as

100

DOLLARS


SONOMA BANK
201 N. Main St., Sebastopol, CA 95472
Anytime Line: 800-446-0955 www.snbk.com

705-721 Broadway
Oakland
Cent 1st Last Deposit CA

FOR



Oakland Organics

NATURAL MEDICINE



Greetings,

Please find enclosed the Oakland Cannabis Institute, LLC dba Oakland Organics application and business information packet. Our collective has joined to provide safe access to medical cannabis for those in the City of Oakland that use cannabis as a medicine. It is our goal to provide the cleanest, safest and most sustainably cultivated cannabis possible using current techniques and technologies.

Thank you for giving our collective an opportunity to submit this application. We hope that our collective will positively represent the City of Oakland in this historical time of taking a step forward toward safe access to this medicine. We take what we do very seriously and we will proudly represent the City of Oakland with respect and dignity.

Our goal is to provide the cleanest, safest and most sustainably cultivated cannabis possible.

OAKLAND CANNABIS INSTITUTE, LLC ARTICLES OF INCORPORATION



Oakland Cannabis Institute, LLC dba Oakland Organics:

On the following pages, you will find the Oakland Cannabis Institute, LLC Articles of Incorporation, the federal identification number (FEIN) and the State Board of Equalization (SBOE) sales tax permit to operate the business.

We have chosen the LLC method of incorporation because we tried to obtain a "non-profit" status from the IRS and could not. Since we are working with a "controlled substance" that the federal government deems illegal, the IRS would not issue the coveted non-profit status (501(c)3) to our group or any group that openly discloses that the purpose of their application is to distribute medical cannabis.

Oakland Organics operates as a "not for profit" which means that any monetary gains over and above operating expenses are donated to the members of our collective and to our community.

Should non-profit status become available (when medical cannabis becomes federally legal), Oakland Organics will immediately apply for this status. Until then we do not find it a sound practice to apply to the IRS under the guise of "herbal remedies" or a "gardening store" to obtain the status under false pretenses.

We will remain a not for profit and allow an open viewing of our books when requested.



Dona Ruth Frank

I am qualified to run a successful dispensing collective in a law-abiding manner, and I have done so for almost six years. The collectives I operate adhere to a strict set of guidelines that keep our operations running smoothly as well as providing a safe, clean atmosphere for our patients.

Objective

The objective of this resume is to provide the City of Oakland permit evaluation staff with an overview of my professional education and experience. I bring a vast amount of skill and attention to detail to the safe, clean operation of the dispensing collective that I will operate in the City of Oakland. My 21-year background working for the federal government helps me to professionally and respectfully work with city, county, state and federal governments. The Sonoma County Board of Supervisors has personally acknowledged that I am known for running a tight ship and I have their respect. As the operator of the Oakland Organics cannabis dispensary, I vow to maintain the exact professionalism that won their compliment.

2005-Present

CANNABIS DISPENSING COLLECTIVE OPERATOR

Operator of the Organic Cannabis Foundation, LLC in Santa Rosa, CA and working to provide safe access to the sick and dying of Northern California. Owner of the American Growers Exchange, LLC, a gardening store that provides education and information for the small cannabis cultivator. Operator of the Oakland Cannabis Institute, LLC, a cannabis dispensing collective in Oakland, CA. and operator of Hillcrest Organics, a cannabis dispensing collective in San Diego, CA.

2000-2005

INDEPENDENT SMALL BUSINESS OWNER

Developed a record, CD and DVD retail store into a thriving small business. Included ebay store that coincided with the brick and mortar store.

1984-2000 - United States Postal Service - Santa Rosa, CA.

POSTMASTER

Started at lowest rank, achieved rank of Postmaster.

1977- 1982 - United States Coast Guard - Petaluma, CA.

PHOTOJOURNALIST

Photojournalist and public affairs liaison between the press and the service.

Received the good conduct medal and was honorably discharged after five years of active duty service.

Education

Winston Churchill High School, Westland, MI - Diploma

Santa Rosa Junior College Santa Rosa, CA - AS, AA Degree

US Coast Guard Leadership and Management School - Certificate

Defense Information School - Diploma

Boating Safety School - Diploma

Postal Leadership Courses - Certificates

Numerous Independent Small Business Administration Classes

Medicinal Plant Studies - ongoing classes

Sustainable Agriculture - ongoing classes

Botany - ongoing classes

Professional Memberships

Member of Americans for Safe Access

Marijuana Policy Project

National Organization for the Reform of Marijuana Law (NORML)

Students for Sensible Drug Policy

Drug Policy Alliance

Medical Cannabis Safety Commission

Sonoma Alliance for Medical Marijuana

Amnesty International

National Center for Lesbian Rights

American Civil Liberties Union

References

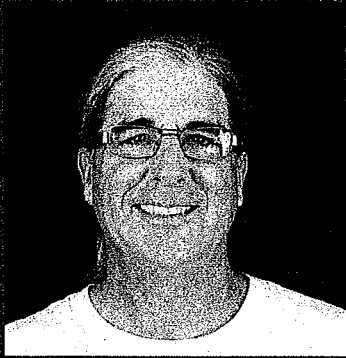
Sandra Muckinhaupt - [REDACTED]

Susan Gerling - [REDACTED]

Lauren Goodwin - [REDACTED]

Timothy Ritter - [REDACTED]

Jeanine Vatalaro - [REDACTED]



Tim Ritter

1974- 2005 - Albertson's Inc. - Boise, Id.

STORE DIRECTOR

Started as courtesy clerk in 1974. Worked various management positions. Promoted to Store Director in 1995. Operated stores with over \$14,000,000 in annual sales. Supervised staff of 100+ employees.

2006 - Present - Organic Cannabis Foundation - Santa Rosa, CA.

MANAGER

Oversee all day-to-day operations.

Education

1980 - 1981 College of San Mateo, San Mateo, CA - General education/Fire science.

1971 - 1974 Carlmont High School, Belmont, CA - Diploma.

Certifications

Fire Academy Certificate, EMT1 FS State Certification, Community Service

2008-Present City of Cotati Planning Commissioner

Key Skills

Human Resources, Project Management, Marketing & Sales, Teamwork, Monitoring & Controlling Processes, Work Experience

Interests

Giants baseball, camping, skiing, gardening, tennis.



Lauren Goodwin

2007- Present - OrganiCann - Santa Rosa, Ca.

MANAGER

Overseeing multiple daily operations including: cash handling, customer service, position scheduling, patient verification, product purchases and placement, inventory control, and daily reports. Specializing in Notary services, human resources, payroll, and problem-solving at a managerial level.

2002 - 2006 - Kaiser Permanente - Santa Rosa, Ca.

PHARMACY CLERK

Intense patient relationships providing special care in knowledge of multiple pharmaceuticals and translation of written prescriptions. Proficient in P.I.M.S operating system. Responsible for daily reports, cash handling, and inventory control. Security bonded for this position.

Education

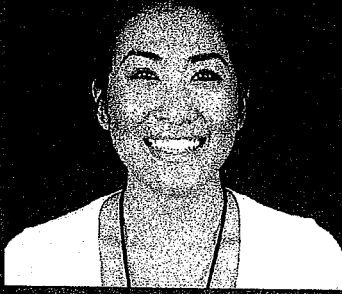
2009 Rockhurst University Continuing Education Centers - Creative Leadership Skills for Managers and Supervisors.

2008 Santa Rosa Junior College - California Notary Republic.

1998 Rancho Cotate High School - Diploma.

Qualifications

Extensive knowledge of both customer service and creative leadership. Proven sales performer with expertise in professional public relations. Excellent communication skills, particularly in the area of establishing relationships with new potential buyers. Outstanding organizational, multi-tasking and problem solving skills.



Surina Sisavath

2006 - Present - OrganiCann - Santa Rosa, Ca.

LEAD MANAGER

Responsible for general management of the company and overseeing the companies multiple locations. Accountable for administrating front desk duties, floor management, sales, inventory purchasing and control.

2005 - 2006 - Juice Shack - Santa Rosa, CA

FLOOR SUPERVISOR/KEY HOLDER

Accountable for opening and closing store as well as cash handling and delegating duties to staff.

Key Skills

Highly organized and accurate with well developed ability to multitask.

Adept to time, budget and staff management.

Exceptional customer service and people oriented. Skilled in cultivating excellent relationships with both colleagues and clients.

Proficient in Microsoft Word and Excel.



Stephen Rochlin

2010 - Present - Bolt Staffing - American Canyon, CA

2003 - 2009 Hines Nurseries, Inc. - Irvine, CA

TERRITORY SALES REPRESENTATIVE

Create new leads, develop prospects and follow through to aggressively close sales.

Outside sales and account management in six Bay Area counties to mass merchant retailers.

Consistently meeting and exceeding sales quotas. Product knowledge, including botanical names, growing conditions and care.

2000 - 2003 - Friedman Brothers - Sonoma, CA

1998 - 2000 - Hydrofarm, Inc. - San Rafael, CA

RETAIL SALES

Nursery / showroom presentation including plant maintenance in both outdoor and hydroponic atmospheres. Showroom and phone sales, cash management, daily books and bank deposits, purchasing, inventory control, shipping and receiving.

1996 - 1998 - Solid Oak Ale House - Mt. Shasta, CA

CO-OWNER AND CORPORATE TREASURER

All aspects of business start-up including construction phase and systems set-up. Staff management, purchasing/inventory control, daily books and deposits, booking weekly music & entertainment, special events, management shifts.

Education

1999 - 2001 Napa Valley College Napa, CA • 24 units in Viticulture Certification Program, General Studies, 3.8 GPA

1987 - 1991 Casa Grande High School Petaluma, CA • General Studies and Forestry, 3.0 GPA

OAKLAND ORGANICS OPERATIONS PLAN

Hours of Operation:

Oakland Organics will be open and available to serve our patients:

Monday through Friday 10:00 am - 6:45 pm

Saturday and Sunday 10:00 am - 5:45 pm

We close on Christmas Day, New Years Day, Easter Sunday, Memorial Day, Fourth of July, Labor Day and Thanksgiving Day.

Membership and Administrative Fees:

We have never nor will we ever charge a fee for being a member of our collective.

Point of Sale System:

All cannabis and supplementary item transactions are recorded through a point of sale (POS) system called "Cash Register Express". We have been using this software for almost five years and although it is not industry specific software, it is an excellent record keeping software for cash and credit transactions. We do not accept checks. This POS system quickly and accurately divulges individual, daily, monthly, weekly and/or yearly transactions with a click of the mouse. This software makes it fast and easy for us to do our monthly taxes as it allows us to "dump" our numbers into "Quickbooks". We employ a fulltime bookkeeper that monitors our transactions daily for accuracy and ensures there is no diversion of cash or medicine.

Other Product Transactions:

Oakland Organics teaches patients how to sustain themselves through the safe and legal cultivation of their own cannabis medicine. While hydroponic stores cater to large commercial cannabis cultivators, Oakland Organics instructs individual patients on the cultivation of small one to ten plant outdoor gardens that can self sustain each patient for many months without having to purchase their medicine from an outside source. At our location, we make the nutrient and cultivation supplies available to our collective patients for a low cost. We do not provide medicating devices at our location.

OAKLAND ORGANICS STAFFING PLAN

It is important to remember that all Oakland Organics staff members are also patients. At no time is there any person working at the dispensing collective that is not a patient.

Management Staff:

Oakland Organics Management Staff consists of two daily managers on duty at all times. These managers are trained in leadership and have the exceptional ability to work with the sick and dying patients that they serve daily.

Managing Member:

The Managing Member oversees all operations. This manager works directly with staff, management, patients, patient providers, patient cultivators, law enforcement, government officials, attorneys, accountants, public affairs consultants, computer system consultants, etc.

Lead Manager:

The Lead Manager oversees all operations at the dispensing collective including: building entry for staff and patients, safe entry, inventory accuracy, banking, staff bonuses, staff discipline, enhanced safety measures, clean house rules and regulations, OSHA, ADA requirements, compliance with taxing agencies, compliance with the City of Oakland Ordinances, staff driver safety, fire escape training and plans, emergency exit plan, fire extinguisher maintenance, etc. The Lead Manager reports to the Managing Member twice or more daily.

Floor Manager:

The Floor Manager handles the day-to-day operations on the dispensing collective floor. This manager works with patients and staff to assure quality control, accurate dispensing and patient satisfaction. This manager also works with staff on timecards, scheduling, lunch and breaks, vacation scheduling, benefits and medical insurance. This manager reports to the Lead Manager.

Security Staff Manager:

Please see the security plan for the exact duties of the Security Manager. The Security Manager reports throughout the day to the Lead Manager and if requested or necessary, to the Managing Member.

Intake/Dispensing Staff:

The intake and dispensing staff work directly with patients on a daily basis. They assist the patients with recommendations on types of cannabis that can be used to best suit their personal needs. They also assist the patients in choosing the way to use the medicine such as through vaporization, ingestion or smoking.

The staff assures that the intake and dispensing areas are kept clean and safe. They stock and re-stock complimentary reading materials, handouts and newsletters with pertinent information about cannabis as medicine. Intake/Dispensing Staff report directly to the Floor Manager.

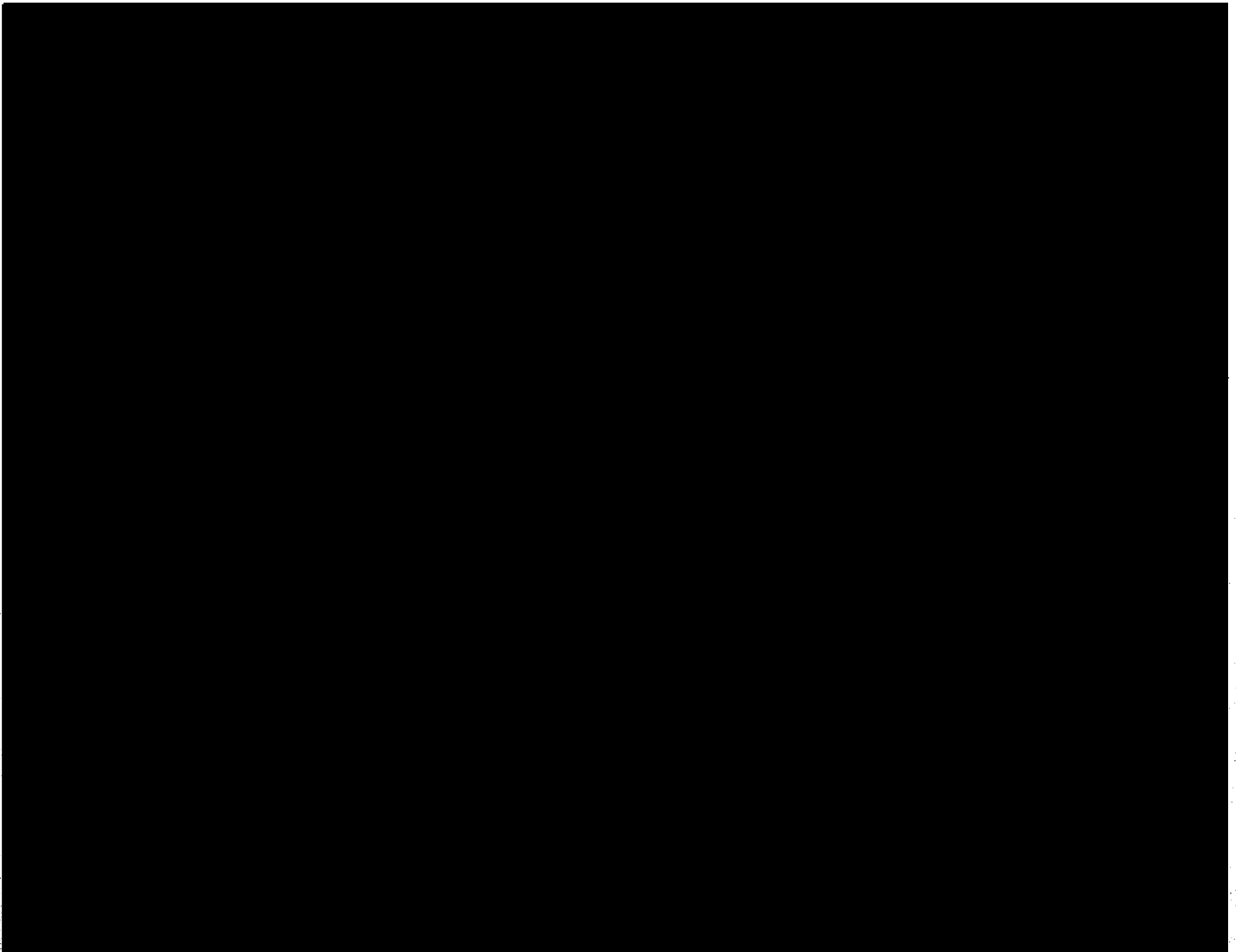
Cultivators/Cannabis Processors:

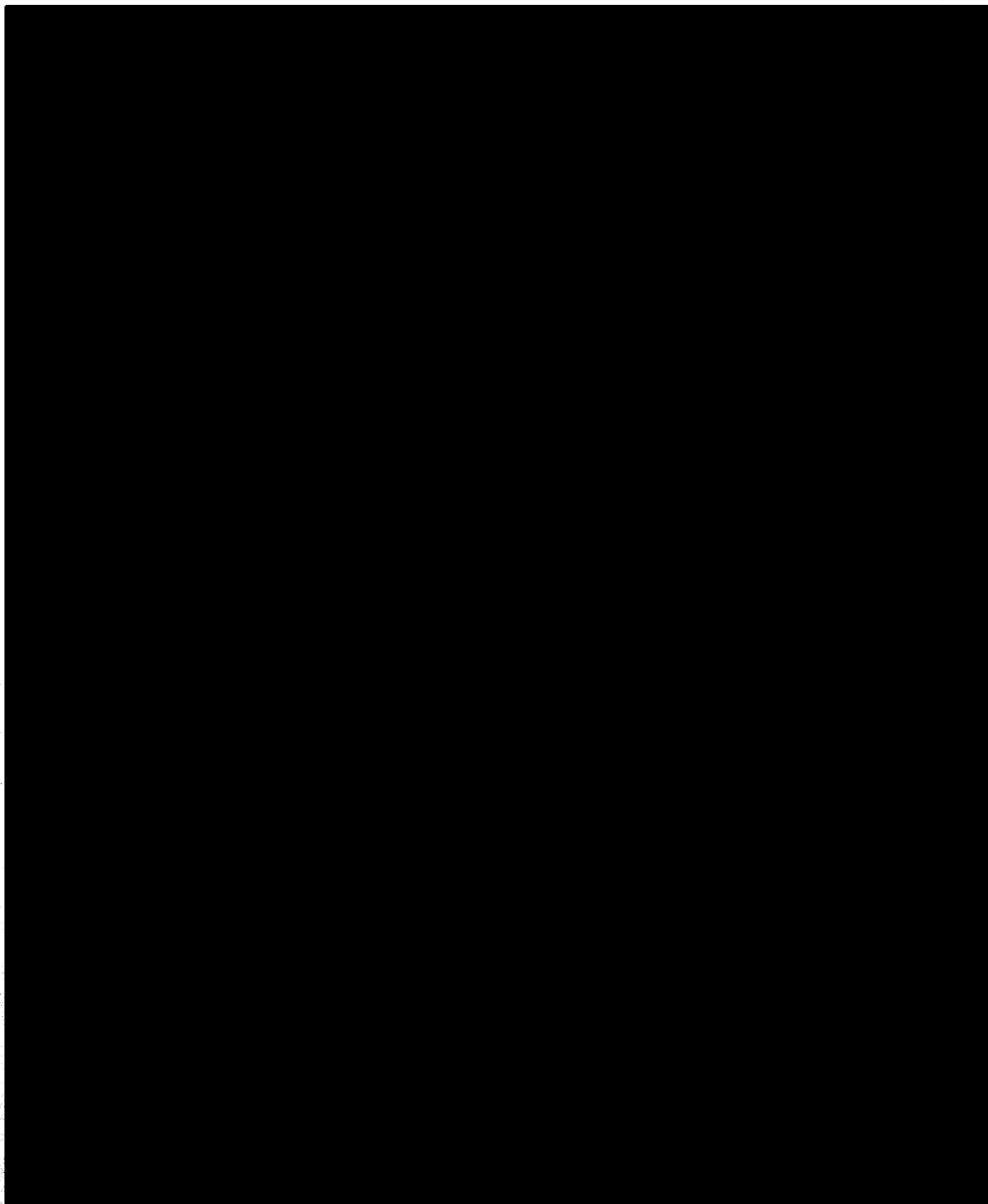
The Cultivators and Cannabis Processors prepare and package the cannabis medicine for the collective patients. From the seeds to the flower tops, the cultivators/processors are an essential aspect to the daily collective operations. It is their duty to inspect and report any discrepancies with the cannabis they attend to daily. These staff members report to the Floor Manager.

OAKLAND ORGANICS SECURITY AND SAFETY PLAN

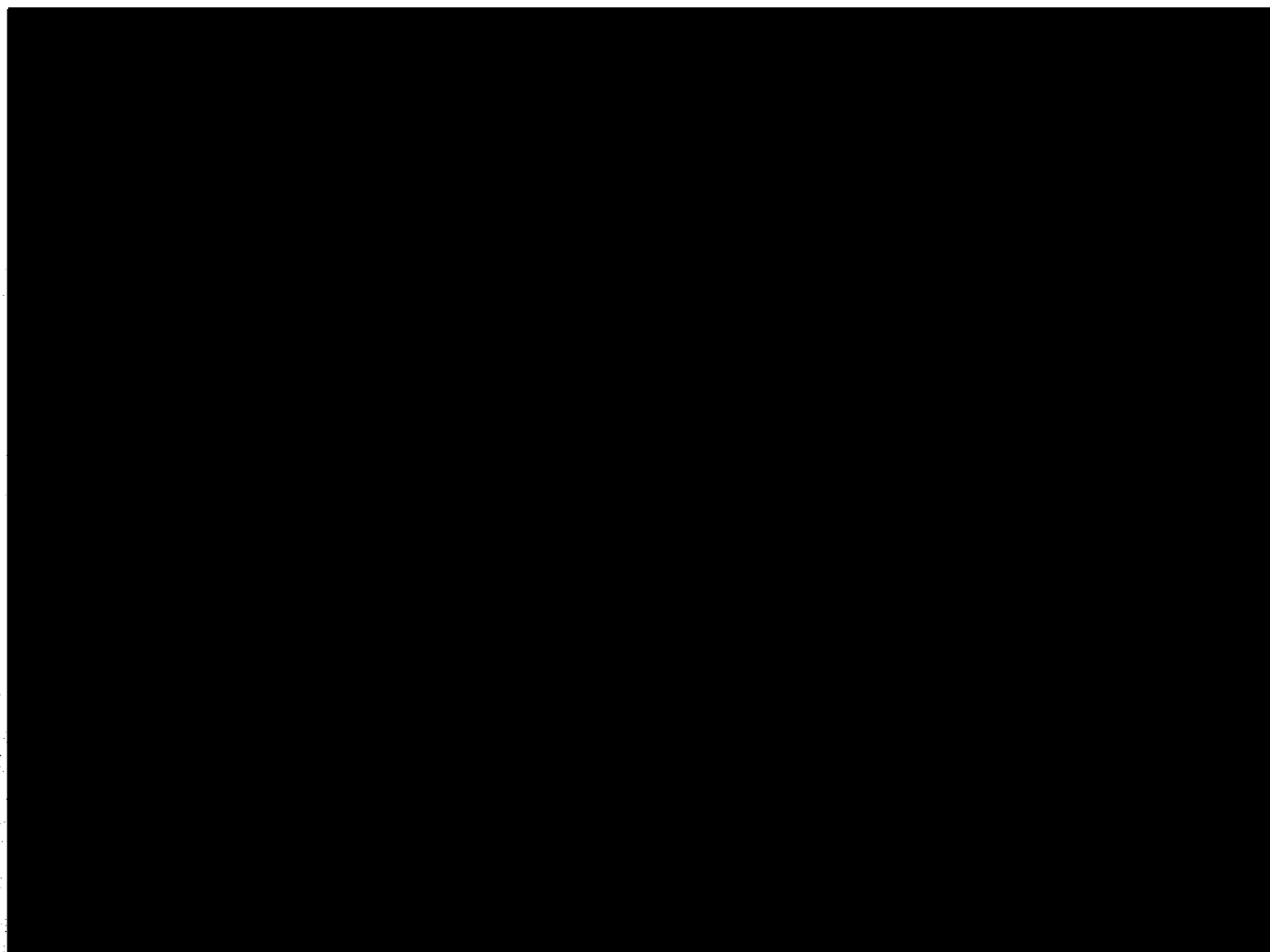
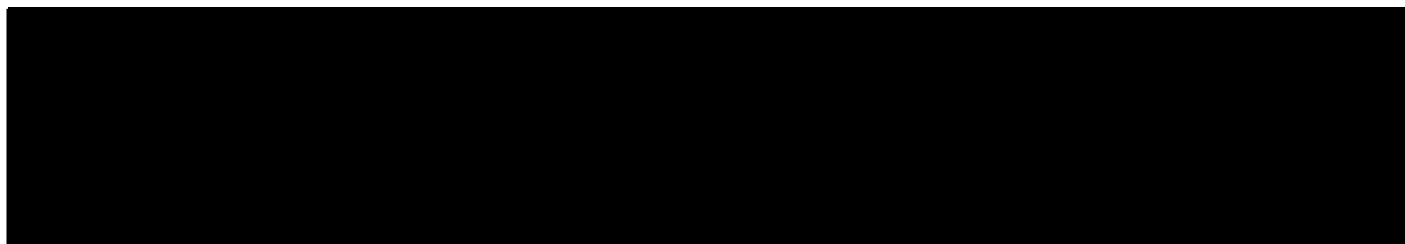
Staff:

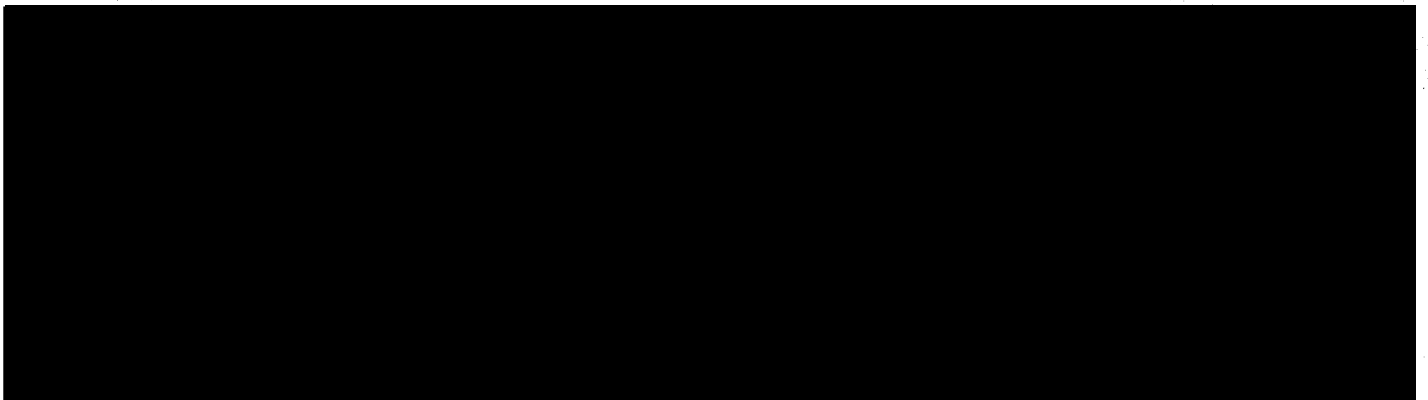
Oakland Organics Security and Safety Escort Staff consist of eight professionally trained security employees. Three security staff members are on duty at all times with additional security staff available for breaks, holidays and days off. Our staff includes a security team manager that all team members report to daily. All security team members possess a security "guard card". All security staff members keep up to date with current local/state laws and regulations concerning the safety and privacy of our members as well as cannabis dispensing membership requirements.





Alarm System:





Safety Lighting:

The outside of the building is well-lit at all entrances and in the parking lot. The lighting complies with the City of Oakland's lighting requirements for commercial buildings.

