

**MEDICAL MARIJUANA DISPENSARY
BUSINESS INFORMATION FORM**

Business Name Hemp Factory	Telephone Number 424) 653-7966
Street Address, Unit # 5657 Wilshire Blvd #130-46 11601 Wilshire Blvd #500	
City, State, Zip LA CA 90025 90036	
Business Owner Brian Hughes Kathy Roy	Telephone Number
Business Operator/Manager Brian Hughes Kathy Roy	Telephone Number

Fill out the information form above and attach the following documents.

- ☐ a. City of Los Angeles Tax Registration Certificate
- ☐ b. State Board of Equalization seller's permit
- ☐ c. Property lease or documentation of ownership
- ☐ d. Business insurance
- ☐ e. Dispensary membership forms (blank)
- ☐ f. Los Angeles County Health Department permit (if needed)

Kathy Roy

Signature

11/9/07

Date

I certify that to the best of my knowledge and under the penalty of perjury, that the information contained on this Medical Marijuana Dispensary Business Information Form is correct.

I further certify that to the best of my knowledge and under the penalty of perjury, that attached documents are correct and true.

AGREEMENT OF CONDITIONAL RECEIPT

The Office of the City Clerk will conditionally receive your application to operate a Medical Marijuana Dispensary within the City of Los Angeles.

Due to time constraints, this office will not be able to review applications submitted after 4:30 pm, November 13, 2007, last day to file an application. Therefore, we will date stamp your application packet without review. You will be contacted within 48 hours as to whether or not your packet was complete and accepted or not accepted.

Inasmuch as we are unable to review applications on November 13, 2007, after 4:30pm, we are receiving your application subject to review. This does not imply that the application has been accepted or approved for filing.

By signing below, you agree to the City Clerk's conditional receipt of your application.

Hemp Factory
Name of Business

Kathy Day
APPLICANT

B. W.
DEPUTY CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2007 NOV 13 PM 4:58
BY _____
CITY CLERK
DEPUTY



**SCHOFIELD
& GROSSMAN
LINDEN**
LAWYERS & COUNSELORS

November 12, 2007

Los Angeles City Clerk
City Hall, Room 395
200 N. Spring Street
Los Angeles, CA 90012

RE: Medical Marijuana Dispensary Information Form
Hemp Factory, Inc.

Dear Sir or Madam:

Enclosed herein, please find the required documents for Hemp Factory, Inc., as per Interim Control Ordinance No. 179027.

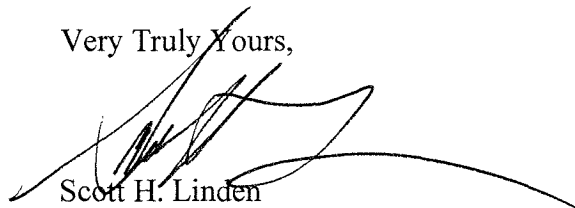
Please also note that Hemp Factory, Inc. obtained the requested liability insurance after the September 14, 2007 date, however, this was done in response to the City's request for dispensaries to carry insurance as there exists no requirement under the Los Angeles Municipal Code requiring same. Further, the City of Los Angeles made no attempt to contact dispensary owners of this requirement. Accordingly, Hemp Factory, Inc. requests leniency and a hardship exception due to its delay in obtaining insurance.

Please find the following:

1. City Clerk Form - Original Signature
2. Notary Acknowledgment for signature on City Clerk Form.
3. Los Angeles City Tax Registration Certificate
4. State Board of Equalization Seller Permit
5. Property Lease
6. Business Insurance - as noted above
7. Dispensary Membership forms.

Please feel free to contact me if you require any additional information regarding this filing. I can be reached at my office at _____, extension number 4, as well as at the address listed on this correspondence.

Very Truly Yours,



Scott H. Linden

Enclosures

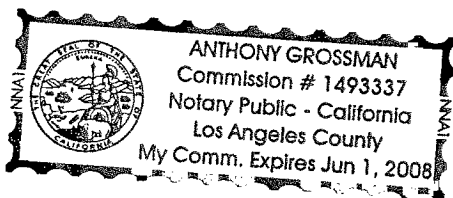
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles } ss.

On Nov. 9, 2007, before me, ANTHONY GROSSMAN, NOTARY PUBLIC,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared KATHY ROY,
Name(s) of Signer(s)



☐ personally known to me

☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: MEDICAL MARIJUANA DISPENSARY BUSINESS INFORMATION FORM

Document Date: Nov. 9, 2007 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

Home Factory

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____



CITY OF LOS ANGELES
Office of Finance
P.O. Box 53200
Los Angeles CA 90053-0200

HEMP FACTORY /C

11601 WILSHIRE BOULEVARD
LOS ANGELES, CA 90025-0509

11601 WILSHIRE BOULEVARD
LOS ANGELES, CA 90025-0509

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS
CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE
THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED
BUSINESS TAX ISSUED: 09/14/2007

ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0002275045-0001-7	L044	Retail Sales	09/13/2007	Active

HEMP FACTORY /C

11601 WILSHIRE BOULEVARD
LOS ANGELES, CA 90025-0509
11601 WILSHIRE BOULEVARD
LOS ANGELES, CA 90025-0509

ISSUED BY:

Christina D. Christensen

DIRECTOR OF FINANCE



CITY OF LOS ANGELES
Office of Finance
P.O. Box 53200
Los Angeles CA 90053-0200

HEMP FACTORY /C

11601 WILSHIRE BOULEVARD
LOS ANGELES, CA 90025-0509

11601 WILSHIRE BOULEVARD
LOS ANGELES, CA 90025-0509

**PERMIT MUST BE
PROMINENTLY DISPLAYED**

THIS PERMIT MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TOBACCO RETAILER'S PERMIT

THIS PERMIT IS VALID FROM JANUARY 1, 2007 TO DECEMBER 31, 2007

L.A.M.C Sec. 46.91		ISSUED:	
ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED
0002275045-0001-7	N005	Tobacco Retailer	09/14/2007

HEMP FACTORY /C

ISSUED
TO

11601 WILSHIRE BOULEVARD
LOS ANGELES, CA 90025-0509
11601 WILSHIRE BOULEVARD
LOS ANGELES, CA 90025-0509

PERMIT MUST BE
PROMINENTLY DISPLAYED

2007

OFFICE OF THE CITY ATTORNEY

CALIFORNIA STATE BOARD OF EQUALIZATION

SELLER'S PERMIT



ACCOUNT NUMBER

9/13/2007 SR AS 100-977930

HEMP FACTORY
11601 WILSHIRE BLVD STE 500
LOS ANGELES, CA 90025-1741

*NOTICE TO PERMITTEE:
You are required to obey all
Federal and State laws that
regulate or control your
business. This permit does
not allow you to do
otherwise.*

IS HEREBY AUTHORIZED PURSUANT TO **SALES AND USE TAX LAW** TO ENGAGE IN THE
BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION.
THIS PERMIT IS VALID ONLY AT THE ABOVE ADDRESS.

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED AND IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS
OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES
OWED BY THE NEW OPERATOR OF THE BUSINESS.

Not valid at any other address

For general tax questions, please call our Information Center at 800-400-7115.

For information on your rights, contact the Taxpayers' Rights Advocate Office at 888-324-2798 or 916-324-2798.

BOE-442-R REV. 15 (2-06)

A MESSAGE TO OUR NEW PERMIT HOLDER

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at www.boe.ca.gov
- Visiting a district office
- Attending a Basic Sales and Use Tax Law class offered at one of our district offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Information Center at 800-400-7115

As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. Conversely, you have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the Board
- You are responsible for following the regulations set forth by the Board

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a Board representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a Board office, or giving it to a Board representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with the Board, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 888-324-2798 or 916-324-2798. Their fax number is 916-323-3319.

Please post this permit at the address for which it was issued and at a location visible to your customers.

HQ Agreement

Virtual Office, Virtual Office Plus Mailbox Plus & Telephone Answering

Product of Interest

- ☐ Mailbox Plus: Use of our prestigious address for receipt of mail.
- ☐ Telephone Answering: Telephone answering in your company's name during business hours and 24 / 7 voicemail services.
- ☒ Virtual Office: Telephone answering in your company's name, fax and mail handling, use of our prestigious address and 16 hours of office usage.
- ☐ Virtual Office Plus: Same as Virtual Office with 40 hours of office usage.

Client Details (not an HQ Center address)

Company Name:	<i>Kemp Factory</i>	Contact Name:	<i>Kathy Roy</i>
Address:		Title:	
State:		City:	
Telephone:		Zip Code:	
Email Address:		Fax:	

Center Details - Specify the HQ center(s) for your address

CALIFORNIA, Los Angeles - Brentwood Center		CHOOSE CENTRE	
Street/Floor	11601 Wilshire Boulevard - Suite 500	Street/Floor	\$ -
City	Los Angeles	City	\$ -
State/Zip	CA, 90025	State/Zip	\$ -
Monthly Fee	Retainer \$ -	Monthly Fee	Retainer \$ -

CHOOSE CENTRE		CHOOSE CENTRE	
Street/Floor	\$ -	Street/Floor	\$ -
City	\$ -	City	\$ -
State/Zip	\$ -	State/Zip	\$ -
Monthly Fee	Retainer \$ -	Monthly Fee	Retainer \$ -

Telephone Call Handling (not applicable for Mailbox Plus, extra fees may apply)

Please answer my calls in the following company name:

And then handle each call as follows (select one option):

- ☐ Forward to my telephone ☐ Forward to my voicemail ☐ End of day messaging* (e-mail only)
- ☐ Any messages taken should be forwarded to me by: ☐ E-mail ☐ SMS* ☐ Voicemail

Phone Number:		Email Address:	
---------------	--	----------------	--

Mail and Fax Handling (not applicable for Telephone Answering, extra fees may apply)

- ☐ My mail and faxes will be held at the center. I am responsible for picking up my mail and faxes, OR
- ☐ I will call to collect my mail: ☐ Daily ☐ Weekly ☐ Monthly, OR ☐ Forward my mail by: ☐ Fax ☐ Mail ☐ Courier
- ☐ I will call to collect my faxes**: ☐ Daily ☐ Weekly ☐ Monthly, OR ☐ Forward my faxes weekly by: ☐ Fax ☐ Mail ☐ Courier

Forward to fax number:	
------------------------	--

Program Details

- ☒ 12 Months*** (Save up to 30%) ☐ 3 Months

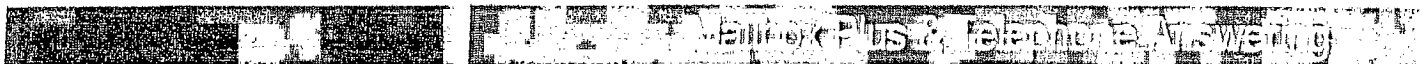
Length of Agreement

Start date (MM/DD/YY):		End date (MM/DD/YY):	
------------------------	--	----------------------	--

Monthly Fee	Local Tax %	Total Monthly Fee	Registration Fee	Retainer (2 x monthly fee)	TOTAL
		\$ -		\$ -	\$ -
		\$ -		\$ -	\$ -
		\$ -		\$ -	\$ -
		\$ -		\$ -	\$ -

Initial Payment: ☐ Amex Partnership

No. Upgrades @ \$25.00 per person (see below)		\$ -
Total Initial Payment		\$ -
		\$ -



Payment Schedule: ☒ Annually in advance ☐ Quarterly in advance ☐ Monthly in advance

* Only available in certain locations ; ** For Virtual Office Services Only ; *** 12-month contracts entitled to one free month - ONLY for new contracts, NOT renewals (13th Month FREE. Offer cannot be combined with any other offer.);

UPGRADES ☐ Additional Named Contacts @ \$25.00 per contact (includes voicemail box for each) ☐ SMS (subject to availability)
Upgrades are applicable for Telephone Answering, Virtual Office and Virtual Office Plus only

Name	Phone Number	Email Address

Preferred Method of Payment
☐ Payment by Direct Debit (where available)
☐ Payment by Credit Card (see below)
A copy of front and back of credit card AND one of the following required: Driver's License or National ID Card (with photo) or Passport.

Card Company ☐ Amex ☐ Mastercard ☐ Visa
Card Type ☐ Corporate ☐ Personal
Card Issuer Card Number
Security Code Expiration (MM/DD/YY)

Invoice Address:
Address:
City: State:
Zip Code: Country:

I hereby authorize HQ to debit my credit card for all sums arising out of this Agreement.

Signature _____ Date (MM/DD/YY) _____

Signature _____
I understand that service charges may be incurred in relation to the provisions of this Agreement which will be charged at the end of each month and I apply for a Virtual Office subject to the Standard Terms and Conditions which I have read, understood and accept.

Signature _____ Date (MM/DD/YY) _____

Check here if you do not consent to HQ processing data in accordance with Clause J of this Agreement. ☐

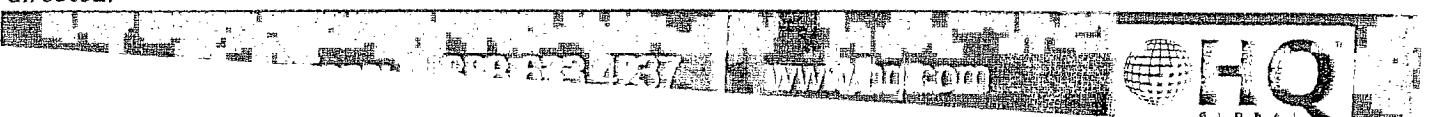
lv03-06

HQ USE ONLY

Name:	<input type="text"/>	Role:	<input type="text"/>
Location:	<input type="text"/>	<input type="checkbox"/> Phone number(s) assigned	<input type="text"/>

COMMENTS

Please forward the completed Agreement to the Center Providing the Virtual Office Service, unless otherwise directed.



- A) Mailbox Plus product is a service operated by Regus Management Group LLC, ("HQ") that entitles the Client to use the address of the HQ center specified in this Agreement as his/her business address ("the Center") subject to exception in certain locations and not as his/her registered office address. Telephone Answering product is a service operated by HQ that enables calls to a telephone number designated by HQ to be answered in the company name specified by the Client. Virtual Office product is a service operated by HQ that entitles the Client to use the address of the Center specified in this Agreement as his/her business address subject to exception in certain locations (the Client is not permitted to use as Client's registered address), and enables calls to a telephone number designated by HQ to be answered in the company name specified by the Client and mail and faxes to be received on the Client's behalf. Virtual Office product also provides 16 hours of day office usage per month (non-cumulative) at the Center. Virtual Office Plus product is a service operated by HQ that entitles the Client to use the address of the Center specified in this Agreement as his/her business address subject to exception in certain locations (the Client is not permitted to use it as Client's registered address), enables calls to a telephone number designated by HQ to be answered in the company name specified by the Client and mail, faxes to be received on the Client's behalf, and 40 hours of day office usage per month (non-cumulative) at the Center. Under both the Virtual Office product and Virtual Office Plus product, calls, faxes and mail will be handled according to instructions specified by the Client and the Client will be responsible for all forwarding and service charges associated with such calls, faxes and mail. The hours of day office usage for the Virtual Office product and Virtual Office Plus product can only be used in 8 hour (full day) increments and unused portions do not roll over to the following month. The hours are only valid at the Center and may not be transferred to any other center. In addition, the hours are only valid for use in a day office and may not be utilized for any product (i.e., conference rooms) unless otherwise agreed to in advance in writing by HQ. HQ has sole discretion about which office is available for use in the Center. All usage is subject to additional rules, regulations and procedures as implemented by HQ from time to time. HQ shall provide for use of conference rooms, workstations and other business services on demand (to the extent available) subject to applicable fees as more fully described in the HQ Services Guide. This Agreement only applies to those persons or entity named on the front sheet. HQ is not under any obligation to provide services to any other persons and is not responsible for any mail or calls received for any others. Access to all HQ centers is available during normal hours of operation unless otherwise arranged with General Manager. Additional fees may apply.
- B) Your Agreement lasts for the period stated in it and will then automatically be extended for successive periods equal to the length of your initial term until brought to an end by you or by HQ. All periods shall run to the last day of the month in which they would otherwise expire. The fees on any renewal will be the then current market price as specified by HQ. In all other respects, your Agreement will renew on the same terms and conditions. Either HQ or Client can terminate this Agreement at the end date stated in it, or at the end of any extension or renewal period, by giving at least three months written notice to the other. However, if your Agreement, extension or renewal is for three months, the notice period is two months. If your Agreement is shorter than two months, the notice period is one week less than the period stated in your Agreement, extension or renewal. Notices to terminate the Agreement must be in writing and delivered to an officer or authorized representative of the other party concerned or sent by registered mail to the Center or Client address as appropriate. Upon termination of the Agreement for whatever reason, it is the Client's responsibility to notify all parties of the change of address. Client agrees not to file a change of address form with the USPS. Subsequent mail sent to the Center will be returned to sender. It is the Client's responsibility to keep their address of record up to date at the Center.
- C) Client agrees to pay all fees, charges, surcharges and applicable taxes in accordance with the terms set forth herein.
- D) It is the responsibility of the Client to provide current credit card details. Declined credit cards will incur a \$25 service fee.
- E) The registration fee is a one-time charge paid upon registration to receive the services and is non-refundable. Fees are payable in advance on the first working day of each month or quarter as specified in the Agreement. Service charges will be invoiced in arrears on or around the 15th of each month and payable of the first of the subsequent month. If you dispute a part of any invoice you must pay the amount not in dispute by the due date or be subject to late fees. The Retainer is payable before the start date and returned upon termination of your Agreement 30 days after you settle your account with us. HQ may demand at any time a Retainer equal in value to the greater of either two months Virtual Office fees or the sum of all outstanding fees and charges owed by the Client irrespective of whether payment is due. HQ reserves the right at any time to withhold any services provided under this Agreement (with or without notice) or to terminate the Agreement if fees are not paid by the end of the day they are due or the funds due from any Retainers have not been cleared. If you do not pay fees when due, a service fee of \$25.00 plus 5% interest will be charged on all overdue balances under \$1,000.00 or a fee of \$50.00 plus 5% interest will be charged on all overdue balances of \$1,000.00 or greater or the maximum amount permitted by applicable state law, if lower. In the case of U.S. Government Contracts, the amount of interest and fees we charge will be lesser of the amounts stated or those set by the Secretary of the Treasury and implemented by the Prompt Payment Act or will be no higher than the amounts stated by the Secretary of the Treasury and implemented by the Prompt Payment Act.
- F) You agree that, if you are in default under a service agreement with us at a different business center ("Different Location Agreement") to the one specified in this Agreement, that we may recover any unpaid sums due under a Different Location Agreement from you under this Agreement and that we may, in particular (but not limited to), withhold services under this Agreement or deduct sums from the deposit held under this Agreement in respect of such unpaid sums.
- G) HQ will not accept any items exceeding 4.5 kg (10 lbs.) in weight, 46 cm (18") in any dimension, 0.03 cubic meters (1 cubic foot) in volume or if it contains any dangerous, live or perishable goods and shall be entitled in its absolute discretion to return any uncollected items or refuse to accept any quantity of items it considers unreasonable or unlawful. Items of larger size will only be accepted upon mutual prior agreement. HQ does not guarantee or assume responsibility for any of the services hereunder.
- H) The Client warrants that it will not use any of the rights granted in this Agreement for any obscene, illegal, immoral or defamatory purposes and will not in any way bring HQ into disrepute. The Client will not in any way whatsoever use or combine the HQ name, in whole or in part, for the purpose of trading activities. HQ reserves the right to cooperate with any official investigating authority if required in relation to any allegations of impropriety against a Client.
- I) We may put an end to your Agreement immediately by giving you notice if:
- you become insolvent, go into liquidation or become unable to pay your debts as they fall due,
 - you are in breach of one of your obligations which cannot be put right or which we have given you notice to put right and which you have failed to put right within fourteen days of that notice, or
 - your conduct, or that of someone at the business center with your permission or at your invitation, is illegal, fraudulent, defamatory, or incompatible with ordinary office use
- If we put an end to the Agreement for any of these reasons it does not put an end to any then outstanding obligations you may have and you must:
- pay for additional services you have used, and
 - pay the standard fee for the remainder of the period for which your Agreement would have lasted had we not ended it, or (if longer) for a further period of three months, and indemnify us against all costs and losses we incur as a result of the termination.
- J) The Client agrees that HQ may process, disclose or transfer (including outside the EEA to other countries which are part of our international network from time to time) any personal data which HQ holds on or in relation to the Client provided that in doing so HQ takes such steps as it considers reasonable to ensure that it is used only to fulfill the Client's obligations under this Agreement or for work assessment and fraud prevention.
- K) HQ will not be liable for any loss sustained as a result of any mechanical breakdown, strike, delay or failure of any team member, manager or caretaker to perform their duties. CLIENT EXPRESSLY AND SPECIFICALLY AGREES TO WAIVE, AND AGREES NOT TO MAKE, ANY CLAIM FOR DAMAGES, DIRECT, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL, INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS, REVENUE, PROFITS OR DATA, FOR ANY REASON WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY FAILURE TO FURNISH ANY SERVICE PROVIDED HEREUNDER, ANY ERROR OR OMISSION WITH RESPECT THERETO, FROM FAILURE OF U.S. POSTAL SERVICE OR ANY COMMERCIAL COURIER SERVICE TO DELIVER ON TIME OR OTHERWISE DELIVER ANY ITEMS (MAIL, PACKAGES, ETC.) OR ANY INTERRUPTION OF SERVICES. HQ does not guarantee that your mail will be forwarded by the United States postal service or that such mail will be forwarded in a timely manner.
- L) Payment of any services that are used in conjunction with the 16 hours (VO) or the 40 hours (VO Plus) day office usage will be due on the first day of each month in accordance with Paragraph E above.
- M) This Agreement is interpreted and enforced in accordance with the laws of the state and country in which the Center is located.
- N) Client acknowledges that HQ will comply with the USPS regulations regarding client mail. Client must also comply with all USPS regulations and amendments and USPS interpretations of such regulations. Failure to comply by Client will result in immediate termination of this Agreement. If this Agreement is for a Mailbox Plus program, the Client must complete a separate U.S. Postal Service Form 1583 ("Form 1583") to receive mail and/or packages at the Center. Client acknowledges that pursuant to USPS regulations, this Agreement and Form 1583 may be disclosed upon request of any law enforcement or other governmental agency, or when legally mandated. Client further agrees, upon request, to sign an updated version of this Agreement and any other necessary documents or forms related to process of service. Client must use the exact mailing address, inclusive of the Private Mailbox designation, without modification as set forth in Section Three (3) of Form 1583. Mail received by Client must bear a delivery address that contains at least the following elements, in this order, (i) Intended addressee's name or other identification, (ii) Street number and name, (iii) secondary address, (iv) "PMB" or # and your designated PMB number, and (v) City, State and ZIP Code (5-digit or ZIP+4). USPS may return mail to the sender without a proper address endorsed "Undeliverable as Addressed, Missing PMB or # Sign."
- O) While your Agreement is in force and for a period of six months after it ends, you must not solicit or offer employment to any of our current employees or anyone who has left our employment in the last 3 months. If you do, we estimate our loss at the equivalent of one year's salary for each of the employees concerned and you must pay us damages equal to that amount.
- P) Upon your expiration, cancellation or termination of this Agreement, for any reason other than default, in order to ensure a smooth transition you will continue to be billed and receive the same service for a period of 3 months. Any Agreement with a term of three months will only continue for 45 days. HQ will forward Client's mail on a once weekly basis to one single designated domestic address, the assigned telephone number will remain active and calls will automatically be directed to voicemail, which the Client will have access to for the above stated period. Client must pay a monthly business continuation fee equal to the monthly services fee for those services that are rendered, plus the cost of all postage associated with the re-mailing service. Mail and phone services will only be continued for agreements in which those services were included.

Client Initial / Date _____

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
11/13/2007

PRODUCER

HAYEK INSURANCE AGENCY
2820 Townsgate Rd #203
Westlake Village, CA 91361
(805) 496-8835

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

HEMP FACTORY
BRIAN HUGHES
11601 WILSHIRE BLVD STE 500
LOS ANGELES, CA 90025
() -

INSURERS AFFORDING COVERAGE

NAIC#

INSURER A: PENN-STAR INSURANC CO.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	TRD	11/13/07	11/13/08	EACH OCCURRENCE \$ 1,000,000
		<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ EXCLUDED
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				
		<input type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
						\$
		<input type="checkbox"/> DEDUCTIBLE				\$
		RETENTION \$				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS \$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				OTHER \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$
		OTHER				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

MEDICINAL MARIJUANA DISPENSARY
11601 WILSHIRE BLVD STE 500
LOS ANGELES, CA 90025

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Patient Received By: _____

Physician Contacted By: _____

Verified ☐ Not Verified ☐

Date: _____ Time: _____



Hemp Factory A Private Collective Care



Patient's Information

Last Name: _____

Middle: _____

First Name: _____

Home Address: _____

Address 2: _____

City, State, Zip: _____

Date Of Birth: ____/____/____ Phone #: (____) _____

CA Driver's License/ID Card No: _____ Expiration Date: _____

Prescribing Physician's Information

Physician's Name: _____

Address: _____

City, State, Zip: _____

Phone #: (____) _____

Date Of Last Visit: _____ Date of Next Visit: _____

Medical Release:

I hereby Authorize my treating Physician, as required by State and Federal Laws including **HIPAA** regulations, to release my medical information concerning my diagnosis, condition, and/or prescription to Hemp Factory and its duly authorized representatives.

Patient's Signature: _____ Date: _____



Hemp Factory

A Private Collective Care

Membership Agreement

As a qualified patient protected by California Law, Health & Safety Code §11362.5 and §11362.7, et seq., and, in conjunction with California State Senate Bill 420, you are required to read and agree to the following statements to become a member of Hemp Factory Collective Care.

Please understand that these are for your protection, as well as ours. Please read the following statements and initial that you have read each where provided. Please sign the bottom of this form confirming that you read each of the statements and understand them.

1. I hereby declare that I am a qualified patient under CA H&S Code §§11362.5, 11362.7, et seq., and my doctor has recommended, prescribed and approved my use of medical marijuana. As per CA H&S Code §11362.51, I am legally able to use, possess, and cultivate cannabis for medical purposes. I understand that I am allowed to do so through safe and affordable access such as the type provided by Hemp Factory. I, therefore, designate Hemp Factory as my care provider for this purpose. In doing so, I agree to sign and follow all Hemp Factory rules and regulations regarding their services

Patient/Member Initials: _____

2. I further authorize Hemp Factory to create and/or assign agency rights in its own name for the purpose of growing medication and/or obtaining edible forms of medication for my benefit.

Patient/Member Initials: _____

3. I also agree to pay all personal out-of-pocket expenses and reasonable compensation for Hemp Factory's member services.

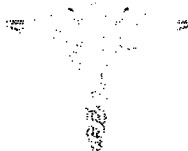
Patient/Member Initials: _____

4. I hereby declare under penalty of perjury under the laws of the State of California that a medical doctor recommended or approved my use of medical marijuana. I have been diagnosed for a serious illness for which cannabis provides relief.

Patient/Member Initials: _____

5. I hereby verify that I am a California resident and my personal medical marijuana will not be taken out of the State of California. I further verify and agree that my medical marijuana shall not be shared, sold, bartered, traded, exchanged or delivered in any other means to any other person.

Patient/Member Initials: _____





Hemp Factory

A Private Collective Care



Membership Agreement

6. I hereby declare and understand that my contributions to Hemp Factory for and through prescribed medicinal products I may acquire from Hemp Factory are used to ensure the continued operation of Hemp Factory and that any said transaction in no way constitutes a commercial promotion or sale of any item.

Patient/Member Initials: _____

7. As a member, I hereby agree, appoint and designate Hemp Factory, and their representatives, as my true and lawful agents for the limited purpose of assisting me in obtaining my legally prescribed medicinal marijuana. I understand that this means Hemp Factory will be required to purchase, possess, transport and distribute my medication to me as prescribed by my physician and I grant them the limited authority to do so. I further authorize Hemp Factory to share their primary caregiver status of my person in order to enter into contracts to obtain and/or allow growth/preparation of medication and edibles for my benefit.

Patient/Member Initials: _____

8. As a member, I understand that Hemp Factory has other members with similar Membership Agreements. I hereby authorize Hemp Factory to jointly possess the medical marijuana as described under this Agreement jointly with other Hemp Factory members under similar Membership Agreements. I agree the medicinal marijuana possessed by Hemp Factory at any time is the collective property of every patient who is also under this Membership Agreement and the care of Hemp Factory.

Patient/Member Initials: _____

9. I agree to possess my original, or a true and correct copy, of my prescription when I am on Hemp Factory property. I understand that my failing to do so may result in refusal of services. I hereby agree to all future changes of these policies as the laws for safe access develop. I agree that any violation of the terms of this Agreement or any other club rules are grounds for immediate termination of membership.

Patient/Member Initials: _____

10. I agree to provide Hemp Factory with all changes in my contact information, diagnosis, or primary physician immediately.

Patient/Member Initials: _____

I hereby affirm that I read, understand and agree to the terms of the Hemp Factory Membership Agreement.

Patient's Signature: _____ **Date:** _____



MEMBERSHIP RULES

To be a patient or primary caregiver associated with HEMP FACTORY you are required to agree and comply with the following Membership Rules. **Any violation of these rules will subject you to immediate expulsion from membership.**

1. Medical Marijuana is dispensed at this facility to patients and primary caregivers ONLY, as per California Health and Safety Code section 11362.5, et seq..
2. No medication from this facility may be transferred, gifted, sold, disseminated or otherwise transmitted to anyone other than the visiting patient or primary caregiver. Medication is for personal consumption by patients only.
3. One visit per patient or primary caregiver per day, NO EXCEPTIONS.
4. While medical marijuana is legal under the laws of the State of California, it is illegal under federal law and California Law may or may not provide you protection as a patient or primary caregiver. This facility can offer no assurance of the legality, or illegality of medical marijuana.
5. Do not use medical marijuana and operate heavy machinery or operate a motor vehicle.
6. Do not open medication until in a safe location and at a minimum distance of 1000 feet from this, or any, dispensary.
7. While this facility may or may not require returning patients to carry their original, (or a copy) doctor's recommendation, California Law requires all patients to have their recommendation on their person when traveling from location to location with medication.
8. This facility does not allow any patient or primary caregiver to receive over one (1) ounce of medication, in any combination of forms, (edibles excluded), in less than a twenty-four (24) hour period, SO DON'T ASK. If additional medication is required because of hi-volume necessity, please contact your recommending physician and request a hi-dosage addendum to your recommendation.
9. WE RESERVE THE RIGHT TO REFUSE SERVICE TO ANYONE, FOR ANY REASON.
10. All bags must be left and/or checked at the front door, NO EXCEPTIONS.
11. No cell phone use when in the dispensary area, NO EXCEPTIONS.
12. No smoking is permitted in this facility or twenty-five (25) feet from any entrance or exit.
13. NO CONSUMPTION OF ANY MEDICATION, IN ANY FORM, IS PERMITTED AT OR WITHIN 1000 FEET OF THIS DISPENSARY, NO EXCEPTIONS.
14. If any patient or primary caregiver violates any of these rules, they are subject to immediate expulsion from the dispensary and all privileges shall be revoked.

Sign & Date: _____

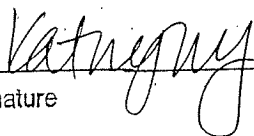
**MEDICAL MARIJUANA DISPENSARY
BUSINESS INFORMATION FORM**

Business Name Hemp Factory	Telephone Number (424) 653-7966
Street Address, Unit # 5657 Wilshire Blvd. #130-46	
City, State, Zip LA CA 90036	
Business Owner Brian Hughes Kathy Roy	Telephone Number
Business Operator/Manager Brian Hughes Kathy Roy	Telephone Number

Fill out the information form above and attach the following documents.

- ☐ a. City of Los Angeles Tax Registration Certificate
- ☐ b. State Board of Equalization seller's permit
- ☐ c. Property lease or documentation of ownership
- ☐ d. Business insurance
- ☐ e. Dispensary membership forms (blank)
- ☐ f. Los Angeles County Health Department permit (if needed)

Signature



Date

11/9/07

I certify that to the best of my knowledge and under the penalty of perjury, that the information contained on this Medical Marijuana Dispensary Business Information Form is correct.

I further certify that to the best of my knowledge and under the penalty of perjury, that attached documents are correct and true.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

SS.

On Nov. 9, 2007, before me, ANTHONY GROSSMAN, NOTARY PUBLIC,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

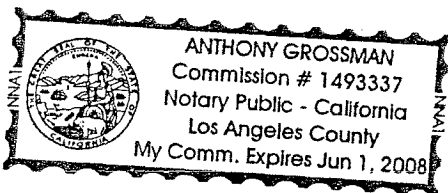
personally appeared

KATHY ROY

Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: MEDICAL MARIJUANA DISPENSARY BUSINESS INFORMATION FORM

Document Date: Nov. 9, 2007

Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Home Factory

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



CITY OF LOS ANGELES
Office of Finance
P.O. Box 53200
Los Angeles CA 90053-0200

HEMP FACTORY /C

11601 WILSHIRE BOULEVARD
LOS ANGELES, CA 90025-0509

11601 WILSHIRE BOULEVARD
LOS ANGELES, CA 90025-0509

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS				
CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE				
THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED				
BUSINESS TAX			ISSUED: 09/14/2007	
ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0002275045-0001-7	L044	Retail Sales	09/13/2007	Active
HEMP FACTORY /C				
11601 WILSHIRE BOULEVARD				
LOS ANGELES, CA 90025-0509				
11601 WILSHIRE BOULEVARD				
LOS ANGELES, CA 90025-0509				

ISSUED BY: *Christopher D. Christensen*
DIRECTOR OF FINANCE



CITY OF LOS ANGELES
Office of Finance
P.O. Box 53200
Los Angeles CA 90053-0200

HEMP FACTORY /C

11601 WILSHIRE BOULEVARD
LOS ANGELES, CA 90025-0509

11601 WILSHIRE BOULEVARD
LOS ANGELES, CA 90025-0509

PERMIT MUST BE PROMINENTLY DISPLAYED

THIS PERMIT MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TOBACCO RETAILER'S PERMIT

THIS PERMIT IS VALID FROM JANUARY 1, 2007 TO DECEMBER 31, 2007

ACCOUNT NO.		L.A.M.C Sec. 46.91 FUND/CLASS		ISSUED:	
0002275045-0001-7		N005		09/14/2007	
				STARTED	
				09/14/2007	

HEMP FACTORY /C

11601 WILSHIRE BOULEVARD
LOS ANGELES, CA 90025-0509
11601 WILSHIRE BOULEVARD
LOS ANGELES, CA 90025-0509

PERMIT MUST BE
PROMINENTLY DISPLAYED

2007

OFFICE OF THE CITY ATTORNEY

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA STATE BOARD OF EQUALIZATION

SELLER'S PERMIT



ACCOUNT NUMBER

9/13/2007 SR AS 100-977930

HEMP FACTORY
11601 WILSHIRE BLVD STE 500
LOS ANGELES, CA 90025-1741

NOTICE TO PERMITTEE:
You are required to obey all Federal and State laws that regulate or control your business. This permit does not allow you to do otherwise.

IS HEREBY AUTHORIZED PURSUANT TO **SALES AND USE TAX LAW** TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID ONLY AT THE ABOVE ADDRESS.

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED AND IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW OPERATOR OF THE BUSINESS.

Not valid at any other address

For general tax questions, please call our Information Center at 800-400-7115.

For information on your rights, contact the Taxpayers' Rights Advocate Office at 888-324-2798 or 916-324-2798.

BOE-442-R REV. 15 (2-06)

A MESSAGE TO OUR NEW PERMIT HOLDER

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at www.boe.ca.gov
- Visiting a district office
- Attending a Basic Sales and Use Tax Law class offered at one of our district offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Information Center at 800-400-7115

As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. Conversely, you have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the Board
- You are responsible for following the regulations set forth by the Board

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a Board representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a Board office, or giving it to a Board representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with the Board, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 888-324-2798 or 916-324-2798. Their fax number is 916-323-3319.

Please post this permit at the address for which it was issued and at a location visible to your customers.

STATE BOARD OF EQUALIZATION
Sales and Use Tax Department

HQ Agreement

Virtual Office, Virtual Office Plus Mailbox Plus & Telephone Answering

Product of Interest

- ☐ Mailbox Plus: Use of our prestigious address for receipt of mail.
- ☐ Telephone Answering: Telephone answering in your company's name during business hours and 24 / 7 voicemail services.
- ☒ Virtual Office: Telephone answering in your company's name, fax and mail handling, use of our prestigious address and 16 hours of office usage.
- ☐ Virtual Office Plus: Same as Virtual Office with 40 hours of office usage.

Client Details (not an HQ Center address)

Company Name:	<i>Hand Factory</i>	Contact Name:	<i>Kathy Roy</i>
Address:		Title:	
State:		City:	
Telephone:		Zip Code:	
Email Address:		Fax:	

Center Details - Specify the HQ center(s) for your address

CALIFORNIA, Los Angeles - Brentwood Center		CHOOSE CENTRE	
Street/Floor	11601 Wilshire Boulevard - Suite 500	Street/Floor	\$ -
City	Los Angeles	City	\$ -
State/Zip	CA, 90025	State/Zip	\$ -
Monthly Fee	Retainer \$ -	Monthly Fee	Retainer \$ -

CHOOSE CENTRE		CHOOSE CENTRE	
Street/Floor	\$ -	Street/Floor	\$ -
City	\$ -	City	\$ -
State/Zip	\$ -	State/Zip	\$ -
Monthly Fee	Retainer \$ -	Monthly Fee	Retainer \$ -

Telephone Call Handling (not applicable for Mailbox Plus, extra fees may apply)

Please answer my calls in the following company name:

And then handle each call as follows (select one option):

- ☐ Forward to my telephone ☐ Forward to my voicemail ☐ End of day messaging* (e-mail only)
- ☐ Any messages taken should be forwarded to me by: ☐ E-mail ☐ SMS* ☐ Voicemail

Phone Number:	Email Address:
---------------	----------------

Mail and Fax Handling (not applicable for Telephone Answering, extra fees may apply)

- ☐ My mail and faxes will be held at the center. I am responsible for picking up my mail and faxes, OR
- ☐ I will call to collect my mail: ☐ Daily ☐ Weekly ☐ Monthly, OR ☐ Forward my mail by: ☐ Fax ☐ Mail ☐ Courier
- ☐ I will call to collect my faxes**: ☐ Daily ☐ Weekly ☐ Monthly, OR ☐ Forward my faxes weekly by: ☐ Fax ☐ Mail ☐ Courier

Forward to fax number:

Program Details

- ☒ 12 Months*** (Save up to 30%) ☐ 3 Months

Length of Agreement

Start date (MM/DD/YY):	End date (MM/DD/YY):
------------------------	----------------------

Monthly Fee	Local Tax %	Total Monthly Fee	Registration Fee	Retainer (2 x monthly fee)	TOTAL
		\$ -		\$ -	\$ -
		\$ -		\$ -	\$ -
		\$ -		\$ -	\$ -
		\$ -		\$ -	\$ -

Initial Payment: ☐ Amex Partnership

No. Upgrades @ \$25.00 per person (see below)	\$ -
Total Initial Payment	\$ -
	\$ -

Payment Schedule: ☒ Annually in advance ☐ Quarterly in advance ☐ Monthly in advance

* Only available in certain locations ; ** For Virtual Office Services Only ; *** 12-month contracts entitled to one free month - ONLY for new contracts, NOT renewals (13th Month FREE. Offer cannot be combined with any other offer.);

UPGRADES ☐ Additional Named Contacts @ \$25.00 per contact (includes voicemail box for each) ☐ SMS (subject to availability)

Upgrades are applicable for Telephone Answering, Virtual Office and Virtual Office Plus only

Name	Phone Number	Email Address

Preferred Method of Payment

☐ Payment by Direct Debit (where available)

☐ Payment by Credit Card (see below)

A copy of front and back of credit card AND one of the following required: Driver's License or National ID Card (with photo) or Passport.

Card Company ☐ Amex ☐ Mastercard ☐ Visa

Card Type ☐ Corporate ☐ Personal

Card Issuer

Security Code

Card Number

Expiration (MM/DD/YY)

Invoice Address:

Address:	
City:	State:
Zip Code:	Country:

I hereby authorize HQ to debit my credit card for all sums arising out of this Agreement.

Signature

Date (MM/DD/YY)

Signature

I understand that service charges may be incurred in relation to the provisions of this Agreement which will be charged at the end of each month and I apply for a Virtual Office subject to the Standard Terms and Conditions which I have read, understood and accept.

Signature

Date (MM/DD/YY)

Check here if you do not consent to HQ processing data in accordance with Clause J of this Agreement. ☐

lw03-06

HQ USE ONLY

Name:		Role:	
Location:		<input type="checkbox"/> Phone number(s) assigned	

COMMENTS

Please forward the completed Agreement to the Center Providing the Virtual Office Service, unless otherwise directed.

- A) Mailbox Plus product is a service operated by Regus Management Group LLC, ("HQ") that entitles the Client to use the address of the HQ center specified in this Agreement as his/her business address ("the Center") subject to exception in certain locations and not as his/her registered office address. Telephone Answering product is a service operated by HQ that enables calls to a telephone number designated by HQ to be answered in the company name specified by the Client. Virtual Office product is a service operated by HQ that entitles the Client to use the address of the Center specified in this Agreement as his/her business address subject to exception in certain locations (the Client is not permitted to use as Client's registered address), and enables calls to a telephone number designated by HQ to be answered in the company name specified by the Client and mail and faxes to be received on the Client's behalf. Virtual Office product also provides 16 hours of day office usage per month (non-cumulative) at the Center. Virtual Office Plus product is a service operated by HQ that entitles the Client to use the address of the Center specified in this Agreement as his/her business address subject to exception in certain locations (the Client is not permitted to use it as Client's registered address), enables calls to a telephone number designated by HQ to be answered in the company name specified by the Client and mail, faxes to be received on the Client's behalf, and 40 hours of day office usage per month (non-cumulative) at the Center. Under both the Virtual Office product and Virtual Office Plus product, calls, faxes and mail will be handled according to instructions specified by the Client and the Client will be responsible for all forwarding and service charges associated with such calls, faxes and mail. The hours of day office usage for the Virtual Office product and Virtual Office Plus product can only be used in 8 hour (full day) increments and unused portions do not roll over to the following month. The hours are only valid at the Center and may not be transferred to any other center. In addition, the hours are only valid for use in a day office and may not be utilized for any product (i.e., conference rooms) unless otherwise agreed to in advance in writing by HQ. HQ has sole discretion about which office is available for use in the Center. All usage is subject to additional rules, regulations and procedures as implemented by HQ from time to time. HQ shall provide for use of conference rooms, workstations and other business services on demand (to the extent available) subject to applicable fees as more fully described in the HQ Services Guide. This Agreement only applies to those persons or entity named on the front sheet. HQ is not under any obligation to provide services to any other persons and is not responsible for any mail or calls received for any others. Access to all HQ centers is available during normal hours of operation unless otherwise arranged with General Manager. Additional fees may apply.
- B) Your Agreement lasts for the period stated in it and will then automatically be extended for successive periods equal to the length of your initial term until brought to an end by you or by HQ. All periods shall run to the last day of the month in which they would otherwise expire. The fees on any renewal will be the then current market price as specified by HQ. In all other respects, your Agreement will renew on the same terms and conditions. Either HQ or Client can terminate this Agreement at the end date stated in it, or at the end of any extension or renewal period, by giving at least three months written notice to the other. However, if your Agreement, extension or renewal is for three months, the notice period is two months. If your Agreement is shorter than two months, the notice period is one week less than the period stated in your Agreement, extension or renewal. Notices to terminate the Agreement must be in writing and delivered to an officer or authorized representative of the other party concerned or sent by registered mail to the Center or Client address as appropriate. Upon termination of the Agreement for whatever reason, it is the Client's responsibility to notify all parties of the change of address. Client agrees not to file a change of address form with the USPS. Subsequent mail sent to the Center will be returned to sender. It is the Client's responsibility to keep their address of record up to date at the Center.
- C) Client agrees to pay all fees, charges, surcharges and applicable taxes in accordance with the terms set forth herein.
- D) It is the responsibility of the Client to provide current credit card details. Declined credit cards will incur a \$25 service fee.
- E) The registration fee is a one-time charge paid upon registration to receive the services and is non-refundable. Fees are payable in advance on the first working day of each month or quarter as specified in the Agreement. Service charges will be invoiced in arrears on or around the 15th of each month and payable of the first of the subsequent month. If you dispute a part of any invoice you must pay the amount not in dispute by the due date or be subject to late fees. The Retainer is payable before the start date and returned upon termination of your Agreement 30 days after you settle your account with us. HQ may demand at any time a Retainer equal in value to the greater of either two months Virtual Office fees or the sum of all outstanding fees and charges owed by the Client irrespective of whether payment is due. HQ reserves the right at any time to withhold any services provided under this Agreement (with or without notice) or to terminate the Agreement if fees are not paid by the end of the day they are due or the funds due from any Retainers have not been cleared. If you do not pay fees when due, a service fee of \$25.00 plus 5% interest will be charged on all overdue balances under \$1,000.00 or a fee of \$50.00 plus 5% interest will be charged on all overdue balances of \$1,000.00 or greater or the maximum amount permitted by applicable state law, if lower. In the case of U.S. Government Contracts, the amount of interest and fees we charge will be lesser of the amounts stated or those set by the Secretary of the Treasury and implemented by the Prompt Payment Act or will be no higher than the amounts stated by the Secretary of the Treasury and implemented by the Prompt Payment Act.
- F) You agree that, if you are in default under a service agreement with us at a different business center ("Different Location Agreement") to the one specified in this Agreement, that we may recover any unpaid sums due under a Different Location Agreement from you under this Agreement and that we may, in particular (but not limited to), withhold services under this Agreement or deduct sums from the deposit held under this Agreement in respect of such unpaid sums.
- G) HQ will not accept any items exceeding 4.5 kg (10 lbs.) in weight, 46 cm (18") in any dimension, 0.03 cubic meters (1 cubic foot) in volume or if it contains any dangerous, live or perishable goods and shall be entitled in its absolute discretion to return any uncollected items or refuse to accept any quantity of items it considers unreasonable or unlawful. Items of larger size will only be accepted upon mutual prior agreement. HQ does not guarantee or assume responsibility for any of the services hereunder.
- H) The Client warrants that it will not use any of the rights granted in this Agreement for any obscene, illegal, immoral or defamatory purposes and will not in any way bring HQ into disrepute. The Client will not in any way whatsoever use or combine the HQ name, in whole or in part, for the purpose of trading activities. HQ reserves the right to cooperate with any official investigating authority if required in relation to any allegations of impropriety against a Client.
- I) We may put an end to your Agreement immediately by giving you notice if:
- you become insolvent, go into liquidation or become unable to pay your debts as they fall due,
 - you are in breach of one of your obligations which cannot be put right or which we have given you notice to put right and which you have failed to put right within fourteen days of that notice, or
 - your conduct, or that of someone at the business center with your permission or at your invitation, is illegal, fraudulent, defamatory, or incompatible with ordinary office use
- If we put an end to the Agreement for any of these reasons it does not put an end to any then outstanding obligations you may have and you must:
- pay for additional services you have used, and
 - pay the standard fee for the remainder of the period for which your Agreement would have lasted had we not ended it, or (if longer) for a further period of three months, and indemnify us against all costs and losses we incur as a result of the termination.
- J) The Client agrees that HQ may process, disclose or transfer (including outside the EEA to other countries which are part of our international network from time to time) any personal data which HQ holds on or in relation to the Client provided that in doing so HQ takes such steps as it considers reasonable to ensure that it is used only to fulfill the Client's obligations under this Agreement or for work assessment and fraud prevention.
- K) HQ will not be liable for any loss sustained as a result of any mechanical breakdown, strike, delay or failure of any team member, manager or caretaker to perform their duties. CLIENT EXPRESSLY AND SPECIFICALLY AGREES TO WAIVE, AND AGREES NOT TO MAKE, ANY CLAIM FOR DAMAGES, DIRECT, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL, INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS, REVENUE, PROFITS OR DATA, FOR ANY REASON WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY FAILURE TO FURNISH ANY SERVICE PROVIDED HEREUNDER, ANY ERROR OR OMISSION WITH RESPECT THERETO, FROM FAILURE OF U.S. POSTAL SERVICE OR ANY COMMERCIAL COURIER SERVICE TO DELIVER ON TIME OR OTHERWISE DELIVER ANY ITEMS (MAIL, PACKAGES, ETC.) OR ANY INTERRUPTION OF SERVICES. HQ does not guarantee that your mail will be forwarded by the United States postal service or that such mail will be forwarded in a timely manner.
- L) Payment of any services that are used in conjunction with the 16 hours (VO) or the 40 hours (VO Plus) day office usage will be due on the first day of each month in accordance with Paragraph E above.
- M) This Agreement is interpreted and enforced in accordance with the laws of the state and country in which the Center is located.
- N) Client acknowledges that HQ will comply with the USPS regulations regarding client mail. Client must also comply with all USPS regulations and amendments and USPS interpretations of such regulations. Failure to comply by Client will result in immediate termination of this Agreement. If this Agreement is for a Mailbox Plus program, the Client must complete a separate U.S. Postal Service Form 1583 ("Form 1583") to receive mail and/or packages at the Center. Client acknowledges that pursuant to USPS regulations, this Agreement and Form 1583 may be disclosed upon request of any law enforcement or other governmental agency, or when legally mandated. Client further agrees, upon request, to sign an updated version of this Agreement and any other necessary documents or forms related to process of service. Client must use the exact mailing address, inclusive of the Private Mailbox designation, without modification as set forth in Section Three (3) of Form 1583. Mail received by Client must bear a delivery address that contains at least the following elements, in this order, (i) Intended addressee's name or other identification, (ii) Street number and name, (iii) secondary address, (iv) "PMB" or # and your designated PMB number, and (v) City, State and ZIP Code (5-digit or ZIP+4). USPS may return mail to the sender without a proper address endorsed "Undeliverable as Addressed, Missing PMB or # Sign."
- O) While your Agreement is in force and for a period of six months after it ends, you must not solicit or offer employment to any of our current employees or anyone who has left our employment in the last 3 months. If you do, we estimate our loss at the equivalent of one year's salary for each of the employees concerned and you must pay us damages equal to that amount.
- P) Upon your expiration, cancellation or termination of this Agreement, for any reason other than default, in order to ensure a smooth transition you will continue to be billed and receive the same service for a period of 3 months. Any Agreement with a term of three months will only continue for 45 days. HQ will forward Client's mail on a once weekly basis to one single designated domestic address, the assigned telephone number will remain active and calls will automatically be directed to voicemail, which the Client will have access to for the above stated period. Client must pay a monthly business continuation fee equal to the monthly services fee for those services that are rendered, plus the cost of all postage associated with the re-mailing service. Mail and phone services will only be continued for agreements in which those services were included.

Client Initial / Date _____



ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 11/13/2007	
PRODUCER HAYEK INSURANCE AGENCY 2820 Townsgate Rd #203 Westlake Village, CA 91361 (805) 496-8835		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED HEMP FACTORY BRIAN HUGHES 11601 WILSHIRE BLVD STE 500 LOS ANGELES, CA 90025 () -		INSURERS AFFORDING COVERAGE INSURER A: PENN-STAR INSURANC CO. INSURER B: INSURER C: INSURER D: INSURER E:	NAIC#

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	TRD	11/13/07	11/13/08	EACH OCCURRENCE	\$ 1,000,000
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>				MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ EXCLUDED
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		ANY AUTO				BODILY INJURY (Per person)	\$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
		DEDUCTIBLE					\$
		RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUS - TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEES	\$
		OTHER				E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

MEDICINAL MARIJUANA DISPENSARY
 11601 WILSHIRE BLVD STE 500
 LOS ANGELES, CA 90025

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Patient Received By: _____

Physician Contacted By: _____

Verified ☐ Not Verified ☐

Date: _____ Time: _____



Hemp Factory A Private Collective Care



Patient's Information

Last Name: _____

Middle: _____

First Name: _____

Home Address: _____

Address 2: _____

City, State, Zip: _____

Date Of Birth: ____/____/____ Phone #: (____) _____

CA Driver's License/ID Card No: _____ Expiration Date: _____

Prescribing Physician's Information

Physician's Name: _____

Address: _____

City, State, Zip: _____

Phone #: (____) _____

Date Of Last Visit: _____ Date of Next Visit: _____

Medical Release:

I hereby Authorize my treating Physician, as required by State and Federal Laws including HIPAA regulations, to release my medical information concerning my diagnosis, condition, and/or prescription to Hemp Factory and its duly authorized representatives.

Patient's Signature: _____ Date: _____



Hemp Factory

A Private Collective Care

Membership Agreement

As a qualified patient protected by California Law, Health & Safety Code §11362.5 and §11362.7, et seq., and, in conjunction with California State Senate Bill 420, you are required to read and agree to the following statements to become a member of Hemp Factory Collective Care.

Please understand that these are for your protection, as well as ours. Please read the following statements and initial that you have read each where provided. Please sign the bottom of this form confirming that you read each of the statements and understand them.

1. I hereby declare that I am a qualified patient under CA H&S Code §§11362.5, 11362.7, et seq., and my doctor has recommended, prescribed and approved my use of medical marijuana. As per CA H&S Code §11362.51, I am legally able to use, possess, and cultivate cannabis for medical purposes. I understand that I am allowed to do so through safe and affordable access such as the type provided by Hemp Factory. I, therefore, designate Hemp Factory as my care provider for this purpose. In doing so, I agree to sign and follow all Hemp Factory rules and regulations regarding their services

Patient/Member Initials: _____

2. I further authorize Hemp Factory to create and/or assign agency rights in its own name for the purpose of growing medication and/or obtaining edible forms of medication for my benefit.

Patient/Member Initials: _____

3. I also agree to pay all personal out-of-pocket expenses and reasonable compensation for Hemp Factory's member services.

Patient/Member Initials: _____

4. I hereby declare under penalty of perjury under the laws of the State of California that a medical doctor recommended or approved my use of medical marijuana. I have been diagnosed for a serious illness for which cannabis provides relief.

Patient/Member Initials: _____

5. I hereby verify that I am a California resident and my personal medical marijuana will not be taken out of the State of California. I further verify and agree that my medical marijuana shall not be shared, sold, bartered, traded, exchanged or delivered in any other means to any other person.

Patient/Member Initials: _____





Hemp Factory

A Private Collective Care



Membership Agreement

6. I hereby declare and understand that my contributions to Hemp Factory for and through prescribed medicinal products I may acquire from Hemp Factory are used to ensure the continued operation of Hemp Factory and that any said transaction in no way constitutes a commercial promotion or sale of any item.

Patient/Member Initials: _____

7. As a member, I hereby agree, appoint and designate Hemp Factory, and their representatives, as my true and lawful agents for the limited purpose of assisting me in obtaining my legally prescribed medicinal marijuana. I understand that this means Hemp Factory will be required to purchase, possess, transport and distribute my medication to me as prescribed by my physician and I grant them the limited authority to do so. I further authorize Hemp Factory to share their primary caregiver status of my person in order to enter into contracts to obtain and/or allow growth/preparation of medication and edibles for my benefit.

Patient/Member Initials: _____

8. As a member, I understand that Hemp Factory has other members with similar Membership Agreements. I hereby authorize Hemp Factory to jointly possess the medical marijuana as described under this Agreement jointly with other Hemp Factory members under similar Membership Agreements. I agree the medicinal marijuana possessed by Hemp Factory at any time is the collective property of every patient who is also under this Membership Agreement and the care of Hemp Factory.

Patient/Member Initials: _____

9. I agree to possess my original, or a true and correct copy, of my prescription when I am on Hemp Factory property. I understand that my failing to do so may result in refusal of services. I hereby agree to all future changes of these policies as the laws for safe access develop. I agree that any violation of the terms of this Agreement or any other club rules are grounds for immediate termination of membership.

Patient/Member Initials: _____

10. I agree to provide Hemp Factory with all changes in my contact information, diagnosis, or primary physician immediately.

Patient/Member Initials: _____

I hereby affirm that I read, understand and agree to the terms of the Hemp Factory Membership Agreement.

Patient's Signature: _____ **Date:** _____



MEMBERSHIP RULES

To be a patient or primary caregiver associated with HEMP FACTORY you are required to agree and comply with the following Membership Rules. **Any violation of these rules will subject you to immediate expulsion from membership.**

1. Medical Marijuana is dispensed at this facility to patients and primary caregivers ONLY, as per California Health and Safety Code section 11362.5, et seq..
2. No medication from this facility may be transferred, gifted, sold, disseminated or otherwise transmitted to anyone other than the visiting patient or primary caregiver. Medication is for personal consumption by patients only.
3. One visit per patient or primary caregiver per day, NO EXCEPTIONS.
4. While medical marijuana is legal under the laws of the State of California, it is illegal under federal law and California Law may or may not provide you protection as a patient or primary caregiver. This facility can offer no assurance of the legality, or illegality of medical marijuana.
5. Do not use medical marijuana and operate heavy machinery or operate a motor vehicle.
6. Do not open medication until in a safe location and at a minimum distance of 1000 feet from this, or any, dispensary.
7. While this facility may or may not require returning patients to carry their original, (or a copy) doctor's recommendation, California Law requires all patients to have their recommendation on their person when traveling from location to location with medication.
8. This facility does not allow any patient or primary caregiver to receive over one (1) ounce of medication, in any combination of forms, (edibles excluded), in less than a twenty-four (24) hour period, SO DON'T ASK. If additional medication is required because of hi-volume necessity, please contact your recommending physician and request a hi-dosage addendum to your recommendation.
9. WE RESERVE THE RIGHT TO REFUSE SERVICE TO ANYONE, FOR ANY REASON.
10. All bags must be left and/or checked at the front door, NO EXCEPTIONS.
11. No cell phone use when in the dispensary area, NO EXCEPTIONS.
12. No smoking is permitted in this facility or twenty-five (25) feet from any entrance or exit.
13. NO CONSUMPTION OF ANY MEDICATION, IN ANY FORM, IS PERMITTED AT OR WITHIN 1000 FEET OF THIS DISPENSARY, NO EXCEPTIONS.
14. If any patient or primary caregiver violates any of these rules, they are subject to immediate expulsion from the dispensary and all privileges shall be revoked.

Sign & Date: _____