☆ Home (/mmjdisp/index.html)

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#4077

Criteria 1. Ability to operate a business, including but not limited to education, knowledge, and experience

Criteria 2. Plan for operating a medical marijuana dispensary in the county for which the applicant is seeking a license, including but not limited to a timeline for opening a retail dispensing location

Criteria 3. Proof of financial stability and access to financial resources

Criteria 4. Ability to comply with the security requirements of this chapter and section 329D-7, HRS

Criteria 5. Capacity to meet the needs of qualifying patients

Criteria 6. Ability to comply with criminal background check requirements pursuant to this chapter and sections 329D-7, 329D-12, and 846-2.7, HRS

Criteria 7. Ability to comply with the requirements in this chapter and chapters 329 and 329D, HRS, for inventory tracking, security, and dispensing limits for qualifying patients

Criteria 8. Ability to maintain confidentiality of a qualifying patient?s medical condition, health status, and purchases of marijuana or manufactured marijuana products

Criteria 9. Ability to conduct or contract for certified laboratory testing on marijuana and manufactured marijuana products pursuant to this chapter and sections 329D-7 and 329D-8, HRS

Criteria 10. Ability to comply with requirements for packaging, labeling, and chain of custody of products

Criteria 11. A plan for secure disposal of marijuana and manufactured marijuana products

Criteria 12. Ability to ensure product safety, in accordance with this chapter and sections 329D-8, 329D-10, 329D-11, HRS

Criteria 13. No history of having a business license revoked.

Total Merit Criteria Points Awarded to Applicant

HELPFUL INFORMATION FOR FILLING OUT THIS FORM:

- 1. You can save your work on this form by checking the 'Save my progress and resume later' box and then clicking the 'Save form and resume later' button at the bottom of each screen.

 IMPORTANT: Remember to do this every time you leave your application or you will lose the information you have entered.
- 2. To keep your information secure, remember to log out of your application each time you finish working on it.
- 3. Use a current version of Google Chrome or Firefox browser when completing this form.
- 4. Save the form every 20 minutes to avoid timing out. When entering information in a spreadsheet, save and exit the form first.
- 5. Do not include single or double quote marks (' or ") or more than one period (.) in your document names.

INSTRUCTIONS FOR THE MEDICAL MARIJUANA DISPENSARY LICENSE APPLICATION

Before applying for a medical marijuana dispensary license, applicants must acknowledge that they have read the statute and administrative rules on medical marijuana dispensary licensing. Click on the links below to be redirected to the statute and administrative rules.

Hawaii Revised Statute (HRS) 329D	✓ I acknowledge that I have read Chapter 329D, HRS (http://health.hawaii.gov/medicalmarijuana/wp-content/blogs.dir/93/files/2015/12/2015-329D-HRS.pdf), and I am aware of the application and licensing requirements.
Hawaii Administrative Rules (HAR) Chapter 11-850	√ I acknowledge that I have read <u>HAR, Chapter 11-850 (http://health.hawaii.gov/medicalmarijuana/wp-content/blogs.dir/93/files/2015/12/Dispensary-Rules-Chapter-11-850-signed-by-Gov-12-13-15.pdf)</u> , and I am aware of the application and licensing requirements.
Disclaimer:	√ I understand that the use and possession of marijuana is illegal under federal law, and is illegal under State law except as provided specifically by Chapters 329 and 329D, HRS.

MINIMUM REQUIREMENTS

All individual applicants and applying entities must meet the requirements listed below or the application will not be accepted. Applicants must attach proof to the online application as described in the respective sections.

INDIVIDUAL APPLICANT

- * Individual applicant shall be at least 21 years old.
- * Shall be a legal resident of the State of Hawaii for at least five (5) uninterrupted years immediately preceding the date of the license application.

 * Shall not have any felony convictions or any other disqualifying background history.
- * Shall be authorized by the applying entity to submit an application for a dispensary license, and act as the primary point of contact with the department.

APPLYING ENTITY

- * The applying entity must be organized under the laws of the State of Hawaii.
- * Have a Hawaii tax identification number.
- * Have a Department of Commerce and Consumer Affairs Business Registration Division number and suffix.
- * Have a federal employer identification number
- * Not be less than fifty-one percent held by Hawaii legal residents or entities wholly controlled by Hawaii legal residents who have been legal residents for not less than five years immediately preceding the date the application was submitted.
- + Have financial resources under its control of not less than \$1,000,000 for each license applied for, plus not less than \$100,000 for each retail dispensing location allowed under the license applied for, in the form of bank statements or escrow accounts, and those financial resources shall have been under the control of the applying entity for not less than ninety days immediately preceding the date the application was submitted.
 * Be composed of owners, principals, or members, each of whom is not less than twenty-one years of age and has no felony convictions or any other disqualifying background history.

APPLICATION FEE

The license application fee of \$5,000 by certified check or cashier's check payable to the State of Hawaii, Department of Health, is part of the minimum requirements and must be received at Department of Health, Medical

Marijuana Dispensary Licensing, Room 337, 601 Kamokila Bivd., Kapolei, Hi 96/0/ or be postmarked by 4:30 pm Hawaii Standard Time on the last day of the open application period January 29, 2016.

Please note the application number on the check. This is found in the heading of the email confirmation you receive upon submittal, and is also visible when you view your completed application online.

NOTE: ALL QUESTIONS MUST BE ANSWERED TO SUBMIT YOUR APPLICATION UNLESS OTHERWISE INDICATED.

SECTION A: APPLICATION FOR COUNTY

NOTE: An applicant may apply for a license for more than one county, but may only receive one license. Indicating here that you are applying for a license for more than one county does not constitute applying for a license in another county; separate applications must be submitted. The applicant and applying entity must complete a separate application with all required documentation for each application and submit a non-refundable application fee of \$5,000 for each application. The financial resources required (\$1,000,000 plus not less than \$100,000 for each retail dispensing location) may apply across applications since the money can only apply toward one license, if granted.

1. For which county are you requesting a license?

2. Are you also applying for a dispensary license in another county?

2. Are you also applying for a dispensary license in another county?

2. If YES, what other county or counties are you applying for a license? (NOTE: A separate application and check will be required for each county.)

SECTION B: INDIVIDUAL APPLICANT INFORMATION

GENERAL INFORMATION

KEN OTA

4. Upload Proof of Legal Name of Applicant

3. Legal Name of Applicant

Scan and submit a certified copy of AT LEAST ONE (1) of the following:

- * Certified copy of a birth certificate or marriage certificate filed with a state office of vital statistics or equivalent agency in the individual's state of birth or marriage:
- * Valid, unexpired U.S. passport [inside cover and first page only] or U.S. passport card;
- * Consular report of birth abroad Form FS-240, DS-1350 or FS-545 issued by the U.S. Department of State;
- * Valid, unexpired permanent resident card (Form I-551) issued by the Department of Homeland Security (DHS) or the U.S. Citizenship and Immigration Services (USCIS);
- * Unexpired employment authorization document issued by the DHS, Form I-766 or Form I-688B:
- * Unexpired foreign passport with the following: a valid, unexpired U.S. visa affixed, and an approved I-94 form documenting the applicant's most recent admittance into the United States or a DHS admittance stamp on the passport;
- * Certified copy of the Certificate of Naturalization issued by DHS, Form N-550 or Form N-570;
- * Certificate of citizenship, Form N-560 or Form N-561, issued by DHS;
- * Court-issued, certified copy of a divorce decree;
- * Certified copy of a legal change of name order
- 5. Date of Birth (must be at least 21 years old)
- 6. Upload Proof of Date of Birth of Applicant

Scan and submit a certified copy of AT LEAST ONE (1) of the following:

- * Certified copy of a birth certificate or marriage certificate filed with a state office of vital statistics or equivalent agency in the individual's state of birth or marriage:
- * Valid, unexpired U.S. passport [inside cover and first page only] or U.S. passport card:
- * Consular report of birth abroad Form FS-240, DS-1350 or FS-545 issued by the U.S. Department of State;
- * Valid, unexpired permanent resident card (Form I-551) issued by the Department of Homeland Security (DHS) or the U.S. Citizenship and Immigration Services (USCIS);
- * Unexpired employment authorization document issued by the DHS, Form I-766 or Form I-688B;
- * Unexpired foreign passport with the following: a valid, unexpired U.S. visa affixed, and an approved I-94 form documenting the applicant's most recent admittance into the United States or a DHS admittance stamp on the passport;
- * Certificate of naturalization issued by DHS, Form N-550 or Form N-570;
- Certificate of citizenship, Form N-560 or Form N-561, issued by DHS;
- * Valid, unexpired driver's license or government issued photo identification card.

'. Social Security No. or Identifier No. (last 4 digits only):	
3. Applicant's Address	United States
D. Daytime Phone No.	
0. Fax No.	

Identification Number (see question immediately below). Visit Tax ID Search (https://dotax.ehawaii.gov/tls/app) for this information. 30. Upload a copy of the entity's State of Hawaii Tax Identification document. 31. Federal Employer Identification Number: Provide the Federal Employe Identification Number

32. Upload a copy of the entity's Federal Employer Identification Number

OWNER(S), PRINCIPAL(S), & MEMBER(S) INFORMATION

33. Enter the total number of Owner(s), Principal(s), and Member(s) of the

applying entity here:

34. Upload Owner, Principal, and Member Information Spreadsheet

INSTRUCTIONS: Download the EXCEL spreadsheet below, enter the following information in the format required, and upload it to attach it to your application.

Information to be provided:

1) List of Owners, Principals, and Members of the Applying Entity

For each Owner, Principal, and Member of the Applying Entity:

- A) Name, Address, Phone number, and Email Address
- B) Each individual's percent interest in the company
- C) State of primary residence
- D) Number of years each person has lived in Hawaii (the most recent, uninterrupted number of years that the person has been a resident), and
- E) A criminal background check for each Owner, Principal, and Member.

Copy the validation code from an eCrim report for the individual generated by the Hawaii Criminal Justice Data Center no earlier than December 12, 2015 at 8:00 a.m. (Hawaii-Aleutian Standard Time).

Visit eCrim.ehawaii.gov (https://ecrim.ehawaii.gov/ahewa/) to obtain the eCrim report.

Please include a signed statement by each Owner, Principal, or Member certifying that the information is complete and accurate. Upload the signed ents in the following question (35.)

2) Other Businesses Holding an Interest

If there are businesses that hold an interest in the company, list the business names and percent interest on a separate tab on the

Download Owner Principal Member Information Spreadsheet (/mmjdisp/templates/Owner Principal Member Report.xls)

35. Upload Proof of Name, Date of Birth, and Residency for each Officer, Principal, or Member listed on the spreadsheet

1) Proof of Legal Name of Each Owner, Principal, and Member:

Scan and submit a certified copy of AT LEAST ONE (1) of the following:

- * Certified copy of a birth certificate or marriage certificate filed with a state office of vital statistics or equivalent agency in the individual's state of birth or marriage;
- * Valid, unexpired U.S. passport [inside cover and first page only] or U.S. passport card:
- Consular report of birth abroad Form FS-240, DS-1350 or FS-545 issued by the U.S. Department of State;
- * Valid, unexpired permanent resident card (Form I-551) issued by the Department of Homeland Security (DHS) or the U.S. Citizenship and Immigration Services (USCIS);
- * Unexpired employment authorization document issued by the DHS, Form I-766 or Form I-688B:
- Unexpired foreign passport with the following: a valid, unexpired U.S. visa affixed, and an approved I-94 form documenting the applicant's most recent admittance into the United States or a DHS admittance stamp on the passport;
- * Certificate of naturalization issued by DHS, Form N-550 or Form N-570;
- * Certificate of citizenship, Form N-560 or Form N-561, issued by DHS;
- * Court-issued, certified copy of a divorce decree;
- * Certified copy of a legal change of name order;

2) Proof of Date of Birth

Scan and submit a certified copy of AT LEAST ONE (1) of the following:

- * Certified copy of a birth certificate or marriage certificate filed with a state office of vital statistics or equivalent agency in the individual's state of birth or marriage:
- Valid, unexpired U.S. passport [inside cover and first page only] or U.S.
- passport card; * Consular report of birth abroad Form FS-240, DS-1350 or FS-545 issued by the U.S. Department of State;
- * Valid, unexpired permanent resident card (Form I-551) issued by the Department of Homeland Security (DHS) or the U.S. Citizenship and Immigration Services (USCIS);
- * Unexpired employment authorization document issued by the DHS, Form I-766 or Form I-688B:
- Unexpired foreign passport with the following: a valid, unexpired U.S. visa affixed, and an approved I-94 form documenting the applicant's most recent admittance into the United States or a DHS admittance stamp on

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the passport;

- Certificate of naturalization issued by DHS, Form N-550 or Form N-570;
- Certificate of citizenship, Form N-560 or Form N-561, issued by DHS; * Valid, unexpired driver's license or government issued photo
- identification card.
- 3) Proof of Hawaii Residency:

Scan and submit AT LEAST ONE (1) of the following source documents as proof of Hawaii state residency for at least five years:

- * State of Hawaii tax return Form N-11 without schedules, worksheets, or attachments, and redacted to remove all financial information and all but the last four digits of the individual's social security number;
- Evidence of voter registration;
- Ownership, lease, or rental documents for place of primary domicile;
- * Billing statements including utility bills; or
- * Vehicle registration.

Document size limit is 2 MB. Up to 10 documents may be attached.

SECTION D: FINANCIAL INFORMATION

36. FINANCIAL RESOURCES GENERAL INFORMATION

INSTRUCTIONS: Download the EXCEL spreadsheet below, enter the following information in the format required, and upload it to attach it to your application.

Information to be provided:

1) Financial Resources the applying entity has under its control. List each financial resource, amount of the resource (round to nearest dollar, no cents), and verifying information (account type, account number, account name, name of financial institution, applicant contact information) as shown on the spreadsheet

2) Date Resource/Dollar amount under the applying entity's control

Download Financial Resources General Information Spreadsheet (/mmjdisp/templates/Financial Resources General.xls)

Upload the completed Financial Resources General Information Spreadsheet

37. Upload Financial Resources General Information Supporting Source **Documents**

Upload supporting source documents, i.e. bank statements, escrow account information, balance sheets etc. Supporting source documents for Financial Resources General Information must be provided as proof of the financial resources

Document size limit is 10 MB. Up to 5 documents may be attached.

38. FINANCIAL RESOURCES -

RETAIL DISPENSING LOCATION INFORMATION

INSTRUCTIONS: Download the EXCEL spreadsheet below, enter the following information in the format required, and upload it to attach it to your application.

Data to be provided:

- 1) Financial Resources the applying entity has under its control for each retail dispensing location allowed (2 locations maximum)
- 2) Dollar Amount (total aggregate for each retail dispensing location shall be not less than \$100,000, or \$200,000 for 2 locations)
- 3) Date Resource/Dollar amount under the applying entity's control (resources have been under the Applying Entity's control for not less than . 90 davs)

<u>Download Financial Resources - Retail Dispensing Location Information</u> Spreadsheet (/mmjdisp/templates/Financial Resources Retail Dispensing Location.xls)

Upload the completed Financial Resources - Retail Dispensing Location Information Spreadsheet

39. Upload Retail Dispensary Location Supporting Source Documents

Upload supporting source documents, i.e. bank statements, escrow account information, balance sheets etc. Supporting source documents for retail dispensary locations must be provided as proof of the financial resources.

Document size limit is 10 MB. Up to 5 documents may be attached.

SECTION E: MERIT INFORMATION - OPTIONAL

Responses for each criteria shall be no longer than specified for each criteria, double spaced, font size no smaller than 12, and margins no less than 1 inch on all sides.

- (1) Ability to operate a business, including but not limited to education, knowledge, and experience with: (A) Regulated industries;
- (B) Agriculture or horticulture;

(C) Commercial manufacturing; (D) Pharmaceutical companies;		
(E) Operating or working in a medical marijuana dispensary business;		
(F) Creating and implementing a business plan, including a timeline for opening a business;		
(G) Creating and implementing a financial plan; (H) Retail sales;	0	
(I) Secure inventory tracking and control; (J) Protecting confidential customer information;		
(K) Owning or managing a business that required twenty four hour		
security monitoring; and (L) Any other experience the applicant considers relevant;		
Response to (1) shall be no longer than five (5) pages.		
Upload Response to (1)		
(2) Plan for operating a medical marijuana dispensary in the county for		
which the applicant is seeking a license, including but not limited to a timeline for opening a retail dispensing location;	0	I
Response to (2) shall be no longer than five (5) pages.		
Upload Response to (2)		
(3) Proof of financial stability and access to financial resources, including		
but not limited to: (A) Legal sources of finances immediately available to begin operating a		
dispensary; (B) A summary of financial statements in businesses previously or		
currently owned or operated by the applicant; (C) A financial plan for operating a medical marijuana dispensary in		
Hawaii;	<u></u>	
(D) Good credit history; and (E) History of bankruptcy by the applicant or entities owned or operated		
by the applicant;		
Response to (3) shall be no longer than five (5) pages.		
Upload Response to (3)		
(4) Ability to comply with the security requirements of Chapter 11-850 and		
Section 329D-7, HRS;	0	I
Response to (4) shall be no longer than five (5) pages.		
Upload Response to (4)		
(5) Capacity to meet the needs of qualifying patients, including but not limited to:		
(A) Educating patients on how marijuana can be used to assist patients		
with debilitating medical conditions and about the marijuana and manufactured marijuana products that will be available in the applicant's		
retail dispensing locations; (B) Producing and maintaining a supply of marijuana that is sufficient to	0	I
meet the needs of qualifying patients; (C) Providing safe, accessible retail dispensing locations; and		
(D) Measuring and improving customer satisfaction;		
Response to (5) shall be no longer than five (5) pages.		
Upload Response to (5)		
(6) Ability to comply with criminal background check requirements		
pursuant to Chapter 11-850 and Sections 329D-7, 329D-12, and 846-2.7, HRS;	<u>u</u>	<u> </u>
Response to (6) shall be no longer than three (3) pages.		
Upload Response to (6)		
(7) Ability to comply with the requirements in Chapter 11-850 and Sections		
329 and 329D, HRS, for inventory tracking, security, and dispensing limits $$		
for qualifying patients;	0	<u> </u>
Response to (7) shall be no longer than five (5) pages.		
Upload Response to (7)		
(8) Ability to maintain confidentiality of a qualifying patient's medical condition, health status, and purchases of marijuana or manufactured		
marijuana products;	0	<u> </u>
Response to (8) shall be no longer than three (3) pages.		
Upload Response to (8)		
(9) Ability to conduct or contract for certified laboratory testing on		
marijuana and manufactured marijuana products pursuant to Chapter 11-850 and Sections 329D-7 and 329D-8, HRS;		•
Response to (9) shall be no longer than three (3) pages.		
Upload Response to (9) (10) Ability to comply with requirements for packaging, labeling, and chain of custody of products;		
Response to (10) shall be no longer than three (3) pages.	<u> </u>	<u> </u>
Upload Response to (10) (11) A plan for secure disposal of marijuana and manufactured marijuana		
(11) A pian for secure disposal of marijuana and manufactured marijuana products;		_
Response to (11) shall be no longer than five (5) pages.	<u> </u>	<u> </u>

Upload Response to (11)		
(12) Ability to ensure product safety, in accordance with Chapter 11-85 and Sections 329D-8, 329D-10, 329D-11, HRS.	0	
Response to (12) shall be no longer than five (5) pages.	U	
Upload Response to (12)		
(13) No history of having a business license revoked.		
Response to (13) shall be no longer than three (3) pages.	0	
Upload Response to (13)		
SECTION F: CERTIFICATION AND SUBMITTAL		
Certification	✓	
By checking the box above and entering the individual applicant's name	ne below, the applicant has electronically signed this application.	
Applicant Name	Ken Ota	
	Ken Ota enter the unique entry number(s) of your previous submission(s) here.	
If you have previously submitted an application and this is a revision,	enter the unique entry number(s) of your previous submission(s) here.	
If you have previously submitted an application and this is a revision, User ID	enter the unique entry number(s) of your previous submission(s) here.	
If you have previously submitted an application and this is a revision, User ID	enter the unique entry number(s) of your previous submission(s) here.	
If you have previously submitted an application and this is a revision, User ID User Email Entry Info	enter the unique entry number(s) of your previous submission(s) here.	
If you have previously submitted an application and this is a revision, User ID User Email Entry Info	enter the unique entry number(s) of your previous submission(s) here. 44093588	

FILED 09/15/2015 12:28 PM
Business Registration Division
DEPT. OF COMMERCE AND
CONSUMER AFFAIRS
State of Hawaii

STATE OF HAWAII DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS Business Registration Division 335 Merchant Street

Mailing Address: P.O. Box 40, Honolulu, Hawaii 96810
Phone No.(808) 586-2727

ARTICLES OF ORGANIZATION FOR LIMITED LIABILITY COMPANY

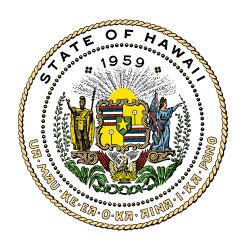
(Section 428-203 Hawaii Revised Statutes)

The undersigned, for the purpose of forming a limited liability company under the laws of the State of Hawaii, do hereby make and execute these Articles of Organization: ı The name of the company shall be: MAUI MEDICAL MARIJUANA DISPENSARY LLC (The name must contain the words Limited Liability Company or the abbreviation L.L.C. or LLC) П The mailing address of the initial principal office is: 24 N. CHURCH ST. #301, WAILUKU, HI 96793 USA ш The company shall have and continuously maintain in the State of Hawaii a registered agent who shall have a business address in this State. The agent may be an individual who resides in this State, a domestic entity or a foreign entity authorized to transact business in this State. The name (and state or country of incorporation, formation or organization, if applicable) of the company's registered agent in the State of Hawaii is: ANTHONY P TAKITANI (Name of Registered Agent) (State or Country) The street address of the place of business of the person in State of Hawaii to which service of process and other notice and documents being served on or sent to the entity represented by it may be delivered to is: 24 N. CHURCH ST. #301, WAILUKU, HI 96793 USA IV The name and address of each organizer is: ANTHONY P TAKITANI

		V
The perio	od of duration is (check one):	
X	At-will	
П	For a specified term to expire on:	
home	ror a specified term to expire on.	(Month Day Year)
		VI
The com	pany is (check one):	VI
a.	Manager-managed, and the names and addresses o and the number of initial members are:	of the initial managers are listed in paragraph "c",
b.	Member-managed, and the names and addresses of	f the initial members are listed in paragraph "c".
	List the names and addresses of the initial managers if th	
	ANTHONY P TAKITANI	e company is wember-managed.
	KEN OTA	
	SHEP GORDON	
	HOWARD TAKISHITA	
		_
The men	nbers of the company (check one):	VII
me men	ibers of the company (check one).	
X	Shall not be liable for the debts, obligations and liabil	ities of the company.
	Shall be liable for all debts, obligations and liabilities	of the company.
	Shall be liable for all or specified debts, obligations a adoption of this provision or to be bound by this provi	nd liabilities of the company <i>as stated below</i> , and have consented in writing to the ision.
	Articles of Organization, and that the above statements a 15	ited Liability Company Act, that we have read the above statements, I am authorized to true and correct to the best of our knowledge and belief. SEPTEMBER 2015
	ANTHONY P TAKITANI	
	(Type/Print Name of Organizer)	(Type/Print Name of Organizer)
	ANTHONY P TAKITANI	

(Signature of Organizer)

(Signature of Organizer)



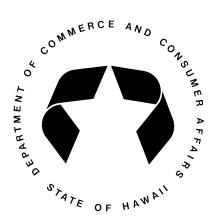
Department of Commerce and Consumer Affairs

CERTIFICATE OF GOOD STANDING

I, the undersigned Director of Commerce and Consumer Affairs of the State of Hawaii, do hereby certify that according to the records of this Department,

MAUI MEDICAL MARIJUANA DISPENSARY LLC

was organized under the laws of the State of Hawaii on 09/15/2015; that it is an existing limited liability company in good standing and is duly authorized to transact business.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Department of Commerce and Consumer Affairs, at Honolulu, Hawaii.

Dated: January 26, 2016

Catanit. Owal: Color

Director of Commerce and Consumer Affairs

OPERATING AGREEMENT MAUI MEDICAL MARIJUANA DISPENSARY, LLC

A LIMITED LIABILITY LAW COMPANY

Effective as of September 15, 2015

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EXHIBIT A [DEFINITIONS]

OPERATING AGREEMENT

This OPERATING AGREEMENT ["Agreement"] of MAUI MEDICAL MARIJUANA DISPENSARY, LLC, a limited liability company ("the Company"), is effective as of the 1st day of July, 2009, by and among KEN OTA, whose post office address is ANTHONY P. TAKITANI, , whose post office address is

HOWARD TAKISHITA whose post and SHEP GORDON, whose [sometimes collectively called

post office address is the AMembers@].

office address is

Defined terms and capitalized words used in this Agreement are either defined in the Glossary of Definitions attached hereto as Exhibit A and made a part hereof, or defined in the provision in which they first appear.

1 RECITALS

The Members desire to enter into this Agreement to govern the operation of the Company, the conduct of the Company's business, and the relations among the Members and the Company.

The Articles of Organization were delivered on September 15, 2015 to the Director of the Hawaii Department of Commerce and Consumer Affairs ("DCCA") for filing.

The Members desire to adopt and approve this Operating Agreement for the Company.

NOW, THEREFORE, in consideration of the foregoing recitals, and of the mutual promises and undertakings herein contained, the parties hereby agree as follows:

2 THE COMPANY

- 2.1 <u>Formation; Name</u>. The Company is a **member-managed** Hawaii limited liability company. The Company was formed effective upon filing of the Articles of Organization at DCCA (and in such other jurisdictions as the Members deem appropriate) in accordance with the Act. The Members shall execute and acknowledge any and all certificates and instruments and do all filings, recordings, and other acts as may be appropriate to comply with the requirements of the Act relating to the formation, operation and maintenance of the Company in accordance with the terms of this Agreement. The name of the Company shall be AMAUI MEDICAL MARIJUANA DISPENSARY, LLC, A LIMITED LIABILITY LAW COMPANY.@
- 2.2 <u>Tax Treatment as Partnership</u>. The parties contemplate that the Company shall be operated in a manner consistent with its treatment as a partnership for federal and state income tax purposes. No Member shall take any action inconsistent with the express intent of the parties hereto.
- 2.3 <u>No State Law Partnership</u>. The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and state tax purposes, and that this Agreement not be construed to suggest otherwise.
- 2.4 <u>Purposes and Powers</u>. The Company has been formed to own, hold for investment, operate, manage, market, lease, sell and dispose of medical marijuana or medicinal cannabis farming,

processing and dispensing operations, including production centers and retail dispensing locations in the County of Maui. The Company may also engage in any lawful activities and business for which limited liability companies may be organized under the Act that may be agreed upon by the Members from time to time. The Company shall have all of the powers granted to a limited liability company under the laws of the State of Hawaii. The Company may exercise all powers permitted by law and reasonable or necessary to pursue these purposes.

- 2.5 <u>Registered Office</u>. The Company's registered office shall be located in the State of Hawaii as **24 NORTH CHURCH ST.** # **301**, **HAWAII 96793** for the purpose of maintaining the records required to be maintained under the Act, or at such other location as the Members shall determine by majority vote.
- 2.6 <u>Term.</u> The Company as herein constituted commenced upon filing of its Articles of Organization, and shall continue until dissolved or terminated, pursuant to law or the provisions of this Agreement.
- 2.7 <u>Agent for Service of Process</u>. The name and business address of the Company's initial agent for service of process is set forth in the Articles of Organization, as amended from to time. The Members may remove and replace the Company's agent for service of process at any time.
- 2.8 <u>Intent of this Agreement</u>. This Agreement is intended to control, to the extent stated or fairly implied, the business and affairs of the Company, including the Company's governance structure and the Company's dissolution, winding up and termination, as well as the relations among the Members.
- 2.9 <u>No Liability to Third Parties</u>. Except as otherwise provided in the Act, no Member shall be liable for the debts, obligations or liabilities of the Company, including under a judgment decree or order of a court.

3 CAPITAL STRUCTURE: UNITS AND CONTRIBUTIONS

- 3.1 <u>Units and Classes</u>. Ownership rights in the Company are reflected as Units as recorded in the Membership Registrar attached hereto as Schedule A. A Unit represents ownership of a distributional interest in the Company giving the initial owner or any properly registered transferee full rights as a Member in accordance with this Agreement. All Units shall be of the same class unless otherwise agreed to by all of the Members.
 - 3.2 Rights Associated with Units. Each Unit
- a. has equal membership rights with every other Unit and, in matters subject to a vote of the Members, has one vote; and
- b. has equal rights with every other Unit with respect to the sharing of profits and losses and with respect to distributions, except as otherwise specifically set forth herein.
- 3.3 <u>Initial Capital Contributions of the Members</u>. As an initial contribution to the capital of the Company, the Members shall contribute the Investment, in cash, as set forth on SCHEDULE A at the agreed net fair market value amounts set forth opposite each Member's name. Notwithstanding the initial contribution amounts, each of the Members shall be entitled to the Participating Percentages set forth on opposite such Member's name on SCHEDULE A.
- 3.4 <u>Additional Capital Contributions</u>. Each Initial Member shall make the Additional Contribution set out in SCHEDULE A. Otherwise, the Company shall have no right to require any Member to make additional Capital Contributions.
- 3.5 <u>Member Loans</u>. As the Members may agree, the Company may borrow funds from one or more Members in such amounts and on such terms as the Members shall determine; provided,

however, that the interest payable with respect to such Member loans shall not exceed that rate calculated to be the Prime Rate plus two percent (2%). Borrowing from one or more Members does not obligate the Company to provide comparable opportunities to other Members.

3.6 <u>Withdrawal of Contributions</u>. No Member or assignee shall have the right to withdraw or demand the return of all or any part of his or its Capital Contributions or to interest in respect of either its Capital Account or its Capital Contributions without the prior written consent of the Members. An unreturned Capital Contribution is not a liability of the Company or of any Member.

4 MEMBERS

- 4.1 <u>Initial Members</u>. The Initial Members of the Company, all residents of the State of Hawaii, shall be admitted to the Company as Members effective contemporaneously with the filing of the Articles of Organization as provided in **Section 2.2**. The Company may issue certificates evidencing ownership of Participating Percentage. In the absence of ownership certificates, the Membership Registrar attached hereto as SCHEDULE A as amended from time to time by the Members shall constitute conclusive evidence of the Persons constituting the Members and the Participating Percentage owned by such Persons.
- Additional Members. Additional Persons may be admitted to the Company as Members and Participating Percentages may be created and issued to those Persons and to existing Members at the direction of a Majority-In-Interest, on such terms and conditions as such Members (as the case may be) may determine at the time of admission. The terms of admission or issuance must specify the Capital Contribution and Participating Percentage applicable thereto, and may provide for the creation of other classes or groups of Members having different rights, powers and duties. The Members shall reflect the creation of any new class or group in an amendment to this Agreement indicating the different rights, powers and duties, and such an amendment need be executed by the Members. Any such admission shall be effective only after the new Member has executed and delivered to the Company a document including the new Member's notice address and its agreement to be bound by this Agreement. In any event, the admission of additional members shall maintain the Company's compliance with the requirement of 51% ownership by Hawaii residents in accordance with Act 241 (2015), codified as Haw. Rev. Stat. Chapter _______, as such statute may be amended from time to time.
- 4.3 <u>Withdrawal</u>. No Member has the right to withdraw from the Company as a Member except as provided in this Agreement.
- 4.4 <u>Transferability of Participating Percentage</u>. A member may transfer its Participating Percentage or any portion thereof, only by complying with **Article 10**.

5 DISTRIBUTIONS

- 5.1 <u>Distributions of Net Operating Cash Flow</u>. Except as provided in **Section 11.1** (Dissolution), and subject to all other legal or contractual restrictions on the Company's ability to make distributions and payments in accordance with this **Section 5.1**, the Company shall distribute its Net Operating Cash Flow to the Members (and assignees) in accordance with their respective Participating Percentages, at such times and in such amounts as the Members shall determine. Net Operating Cash Flow available in a Fiscal Year will be distributed to the Members pro rata in accordance with their respective Participating Percentages.
 - 5.2 <u>Distributions of Capital Proceeds.</u> Subject to any legal or contractual restrictions on

the Company's ability to make distributions and payments in accordance with this Section 5.2, the Company shall distribute all Capital Proceeds to the Members (and their assignees) as soon as practicable after the event giving rise to such proceeds as follows:

- a. First, to the payment of any accrued interest on outstanding Member loans, which is then due and payable, in proportion to the amount due and owing to each Member or assignee;
- b. Second, to the repayment of the outstanding principal of Member loans in proportion to the amount due and owing to each Member or assignee; and
- c. Third, to all Members or their assignees pro rata in accordance with their respective Participating Percentages.
- 5.3 <u>Distribution Upon Withdrawal</u>. No withdrawing Member shall be entitled to receive any distribution or the value of such Member's Interest in the Company as a result of resignation from the Company prior to the dissolution of the Company.
- 5.4 <u>Distributions in Liquidation</u>. Following the dissolution of the Company and the commencement of winding up and liquidation of its assets, all distributions to the Members and assignees shall be governed by **Article 11** hereof.
- 5.5 <u>Distributions Subject to Set-Off.</u> All distributions are subject to set-off by the Company:
- a. in the case of a Member, for any past-due obligation of the Member to make a payment or contribution to the Company; and
- b. in the case of an assignee of any Member's financial or economic rights herein, for any past-due obligations owed to the Company by the Member who originally owned such financial or economic rights.

6 PROFITS AND LOSSES

- 6.1 <u>Allocation of Profits and Losses</u>. Except as otherwise provided in and subject to the provisions of the Agreement and any special allocations required under this **Article 6**, Profits and Losses of the Company in any Fiscal Year (and each item of income, gain, loss, and deduction entered into the computation thereof) shall be allocated among the Members (and credited to their respected Capital Accounts) as follows:
- a. Losses incurred by the Company shall be allocated in the following order and priority:
- (i) First, Losses shall be allocated to all Members and their assignees in proportion to their respective shares of the Profits being offset, until the cumulative Losses allocated pursuant to this Section 6.1(b)(i) equal the cumulative Profits, if any, allocated to such Members or assignees pursuant to Section 6.1(b)(ii) for all prior periods; provided, however, that no allocation of Losses shall be made to any Member or assignee pursuant to this Section 6.1(a)(i) that would create or increase a deficit in the Capital Account of each Member or assignee; and
- (ii) Second, the balance of Losses, if any, shall be allocated to the Members or their assignees in accordance with their respective Participating Percentages.
- b. Profits of the Company (including gain or loss from the sale, exchange or other disposition of all or any portion of the assets of the Company) shall be allocated in the following order and priority:
- (i) First, Profits shall be allocated to all Members and their assignees in proportion to the Losses being offset, until the cumulative Profits allocated pursuant to this Section

6.1(b)(i) equal the cumulative Losses, if any, allocated to such Members or assignees pursuant to Section 6.1(a)(ii) for all prior periods; and

(ii) Second, the balance of Profits, if any, shall be allocated to the Members or their assignees in accordance with their respective Participating Percentages.

6.2 Special Allocations.

- a. <u>Losses</u>. To the extent that an allocation of Losses under Section 6.1(a) above would cause a Member or assignee to have a Capital Account deficit at the end of any Fiscal Year, then, notwithstanding Section 6.1(a) hereof, those Losses shall be allocated solely to those Members and assignees who bear the economic risks for such additional Losses within the meaning of Section 704(b) of the Code and the Regulations thereunder.
- b. <u>Profits</u>. If Losses have been allocate pursuant to Section 6.2(a) of this Agreement, then, notwithstanding Section 6.1(b), Profits shall be allocated one hundred percent (100%) to the Members or assignees who have been previously allocated such Losses in proportion to the Losses so allocated, until the aggregate Profits allocated to such Members and assignees pursuant to his Section 6.2(b) for the current Fiscal Year and all previous Fiscal Years is equal to the aggregate Losses allocated to such Members and assignees pursuant to Section 6.2(a) hereof for all previous Fiscal Years.
- c. Allocations in the Event of Admissions and Withdrawals. In the event Members are admitted to or withdraw from the Company on different dates during any Fiscal Year, the Profits or Losses allocated to the Members for each such Fiscal Year shall be allocated among the Members in proportion to their Units that each Member holds from time to time during such Fiscal Year in accordance with Code Section 706, using any convention permitted by law. For purposes of determining the Profits, Losses or any other items allocable to any period, Profits, Losses and any such other items shall be determined on a daily, monthly or other basis as determined by the Members using any method permissible under Code Section 706 and the Regulations thereunder.
- 6.3 Knowledge of Tax Consequences. The Members are aware of the income tax consequences of the allocations made by this **Article 6** and the economic impact of the allocations on the amounts receivable by them under this Agreement. The Members hereby agree to be bound by the provisions of this **Article 6** in reporting their share of the Company income and loss for income tax purposes.

7 MANAGEMENT

7.1 Management by Members.

The powers of the Company shall be exercised by, and the business and affairs of the Company shall be managed by its Members; and the Members may make all decisions and take all actions for the Company not otherwise provided for in this Agreement, including (but not limited to) the following:

- (1) entering into, making, and performing contracts, agreements, and other undertakings binding the Company that may be necessary, appropriate, or advisable in furtherance of the purposes of the Company and making all decisions and waivers thereunder;
- (2) opening and maintaining bank and investment accounts and arrangements, drawing checks and other orders for the payment of money, and designating individuals with authority to sign or give instructions with respect to those accounts and arrangements;
 - (3) maintaining the assets of the Company in good order;

- (4) collecting sums due to the Company;
- (5) paying, to the extent that funds of the Company are available therefor, debts and obligations of the Company;
- (6) acquiring, utilizing for Company purposes, and disposing of any asset of the Company;
- (7) borrowing money or otherwise committing the credit of the Company for Company activities and voluntary prepayments or extensions of debt;
- (8) selecting, removing, and changing the authority and responsibility of lawyers, accountants, and other advisers and consultants;
 - (9) obtaining insurance for the Company;
- (10) determining distributions of Company Net Cash Flow and other property as provided in Section 6.7;
 - (11) establishing a seal for the Company;.
- (12) sell, lease, exchange or otherwise dispose of (other than by way of a pledge, mortgage, deed of trust or trust indenture) all or substantially all of the Company's property and assets, in the usual and regular course of the Company's business;
 - (13) be a party to (A) a merger, or (B) an exchange or acquisition;
- (14) amend or restate the Articles of Organization of the Company or this Agreement (except as specifically provided for in Article 11 of this Agreement);
- (15) determine the compensation, if any, for any employee of the Company, including any Member so employed; and
- (16) borrow in the name of the Company from a Member, or give a loan from the Company to a Member or any other Person. In the event of a loan by a Member to the Company, if the Loan is approved it shall be for an interest rate equal to the then current prime rate plus two percent (2%), with the rest of the terms as approved by the Members, and secured by Company Property. In the event of a loan to a Member by the Company, such loan shall be for an interest rate equal to the then current prime rate, with the rest of the terms as approved by the Members with no security interest.
- 7.2 <u>Authority to Bind the Company</u>. Unless specifically authorized in writing to do so by this Agreement, no Member, agent, officer or other employee of the Company shall have any power or authority to bind the Company in any way, to pledge its credit, or to render it liable for any purpose, nor execute any instrument on behalf of the Company in that capacity.
- 7.3 <u>Members Have No Exclusive Duty to Company</u>. The Members shall not be required to manage the Company as their sole and exclusive function. The Members may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other activities of another Member or the income or proceeds derived therefrom.
- 7.4 <u>Records</u>. At the expense of the Company, the Members shall cause the following records to be maintained at the Company's registered office:
- a. A current list of the full name and last known business or mailing address of each Member, both past and present;
- b. A copy of the Articles of Organization of the Company and all amendments thereto;
- c. Copies of the Company's currently effective written operating agreement and all amendments thereto, copies of any prior written agreement no longer in effect, and copies of any

writings permitted or required with respect to a Member's obligation to contribute cash, property, or services;

- d. Copies of the Company's federal, state, and local income tax returns and reports for the six (6) most recent years;
- e. Copies of financial statements of the Company, if any, for the six (6) most recent years;
 - f. Minutes of every meeting of the Members; and
- g. Any written consents obtained from Members for actions taken by Members without a meeting.
- 7.5 Reports. The Members shall cause an annual report to be filed with the director of DCCA in compliance with the Act.
- Tax Returns and Other Elections. The Members shall at the expense of the Company cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, shall be furnished to the Members within a reasonable time after the end of the Company's Fiscal Year. All elections permitted to be made by the Company under federal or state laws shall be made by a Majority-in-Interest of the Members. Further, a Majority-in-Interest of the Members may designate one or more of the Members to serve as "tax matters partner" (within the meaning of Section 6231 of the Code). By executing this Agreement, each of the Members hereby consents to any such election (including both prospective and retroactive elections) made by a Majority-in-Interest of the Members and consents to take any action necessary, including without limitation, the execution of any forms and documents, for the Company to be treated as a partnership for Federal income tax purposes.
- 7.7 <u>Bank Accounts</u>. There shall be one of more bank account(s) opened in the name of the Company. The bank account(s) shall be established by the direction of the a Majority-in-Interest of the Members to pay the cost and expenses of the Company. The designated representatives of a Majority-in-Interest of the Members, or such other individual as a Majority-in-Interest of the Members shall authorize in writing, shall be the sole signatories on the account(s).

7.8 Indemnification

a. <u>Indemnification in Non-Derivative Actions</u>. The Company may indemnify any Person who was or is a party or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, other than an action by or in the right of the Company, by reason of the fact that he is or was a Member, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, Member, trustee, officer, partner, employee, or agent of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, limited liability company or other enterprise, against expenses, including attorneys' fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner he reasonable believed to be in or not opposed to the best interests of the Company, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suite, or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, or itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company,

and with respect to any criminal action or proceeding, he had reasonable cause to believe that his conduct was unlawful.

- b. <u>Indemnification in Derivative Actions</u>. The Company may, to the extent permitted by applicable law, indemnify any Person who was or is a party, or is threatened to be made a party to any threatened, pending, or completed action or suite by or in the right of the Company to procure a judgment in its favor by reason of the fact that he is or was a Member, officer, employee or agent of the Company, or is or was serving at the request of the Company as a Member, trustee, officer, partner, employee, or agent of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, limited liability company or other enterprise against expenses, including attorney's fees, actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, except that no indemnification shall be made in respect of any claim, issue or matter as to which such Person shall have been adjudged to be liable unless, and only to the extent that the court in which such action or suit was brought, shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such expenses as such court shall deem proper.
- c. <u>Indemnification as Matter of Right</u>. To the extent that a Member, officer, employee or agent has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in subsections (a) and (b) of this Section 7.8, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses, including attorneys' fees actually and reasonably incurred by him in connection therewith.
- d. <u>Determination of Conduct</u>. Any indemnification under subsections (a) and (b) of this Section 7.8, unless ordered by a court, shall be made by the Company only as authorized in the specific case upon a determination that indemnification of the Member, officer, employee or agent acted proper in the circumstances because he has met the applicable standard of conduct set forth in subsections (a) and (b) of this Section 7.8. Such determination shall be made by the Members by a vote of a majority in interest; or (2) by independent legal counsel selected by the Members prescribed in (1) immediately above.
- e. <u>Advanced Payment of Expenses</u>. Expenses, including attorney's fees, incurred in defending any action, suit, or proceeding referred to in subsections (a) and (b) of this Section 7.8, may be paid by the Company as they are incurred, in advance of the final disposition of such action, suit, or proceeding as authorized by the Members in the specific case upon receipt of an undertaking by or on behalf of the Member, officer, employee or agent to repay such amount, if it shall ultimately be determined that he is not entitled to be indemnified by the Company as authorized in this Section 7.8.
- f. <u>Nonexclusivity</u>. The indemnification provided by this Section 7.8shall not be deemed exclusive of, and shall be in no addition to, any other rights to which those seeking indemnification may be entitled under this Agreement or any agreement, vote of Members, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office and shall continue as to a Person who has ceased to be a Member or officer and shall inure to the benefit of the heirs, executors, and administrators of such a Person.
- g. <u>Liability Insurance</u>. The Company may purchase and maintain insurance or furnish similar protection on behalf of or for any Person who is or was a Member or officer of the Company, or is or was serving at the request of the Company as a director, trustee, officer, partner,

employee, or agent of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Company would have the power to indemnify him against such liability under the provisions of this Section 7.8.

h. <u>No Obligation of Repayment</u>. The authority of the Company to indemnify Persons pursuant to subsections (a) and (b) of this Section 7.8 does not limit the payment of expenses as they are incurred, indemnification, insurance, or other protection that may be provided pursuant to this Section 7.8. Subsections (a) and (b) of this Section 7.8 do not create any obligation to repay or return payments made by the Company pursuant to this Section 7.8.

8 MEETINGS OF MEMBERS

8.1 Meetings of Members.

- a. <u>Meetings</u>. Meetings of the Members, for any purpose or purposes, may be called by any Member. The Members may designate any place in the State of Hawaii as the place of the meeting for any meeting of the Members. If no designation is made, the place of meeting shall be held at the Company's principal place of business.
- b. <u>Special Meetings</u>. Special meetings of the Members shall be called upon the written request of a Majority-In-Interest, acting either with or without a meeting. Calls for such meetings shall specify the purposes thereof. No business other than that specified in the call shall be considered at any special meeting.
- c. Notices of Meetings. If all of the Members shall meet any time and place, and consent to the holding of a meeting at such time and place, such meeting shall be a duly called meeting without call or notice, and at such meeting, lawful action may be take. Otherwise, unless waived, written notice of each meeting stating the time, place, and the purposes shall be given by personal delivery or by mail or facsimile to each Member of record entitled to vote at or entitled to notice of the meeting, not less than twenty-four (24) hours before any such meeting. If mailed, such notice shall be shall be deemed delivered after being deposited in the United States mail, in a sealed envelope addressed to the Member as his address appears upon the records of the Company. If transmitted by facsimile such notice shall be shall be deemed delivered upon the date of such facsimile transmission to the facsimile number, if any, for the Member which has been supplied by such Member to each other Member and identified as such Member's facsimile number. Any Member, either before or after any meeting, may waive any notice required to be given by law or under this Agreement.
- d. Quorum. For any meeting of the Members, a quorum consists of a majority of the total Participating Percentages of the Members, present in person or by proxy; provided, however, that no action required by law or by the Articles of Organization or this Agreement to be authorized or taken by the holders of a designated proportion of the Participating Percentages of any particular class or of each class may be authorized or taken by a lesser proportion. The holders of a majority of the Majority-In-Interests represented at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time, until a quorum shall be present. If a quorum is present when a properly called meeting is convened, the Members present may continue to transact business until adjournment, even though the departure of Members originally present leaves less than the proportion otherwise required for a quorum.
 - e. Proxies. A Person who is entitled to attend a Members' meeting, to vote

thereat, or to execute consents, waivers or releases, may be represented at such meeting or vote thereat, and execute consents, waivers and releases, and exercise any of his other rights, by proxy or proxies appointed by a writing signed by such Person.

- f. <u>Waiver of Notice</u>. A Member may waive notice of the date, time, place and purpose or purposes of a meeting of Members. A waiver may be made before, at, or after the meeting, in writing, orally, or by attendance. Attendance by a Member at a meeting is a waiver of notice of that meeting, unless the Member objects at the beginning of the meeting to the transaction of business because the meeting is not properly called or convened, or objects before a vote on an item of business because the item may be properly considered at that meeting and does not participate in the consideration of the item at that meeting.
- 8.2 Action by Written Consent or Telephone Conference. Any action permitted or required by the Act, the Articles of Organization or this Agreement to be taken at a meeting of the Members or any committee designated by the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Members who own the Participating Percentage equal to the Participating Percentage that would be required to take the same action at a meeting of the Members at which all Members were present, or members of such committee, as the case may be. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with any governmental agency, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members or any such committee, as the case may be. Subject to the requirements of the Act, the Articles of Organization or this Agreement for notice of meetings, unless otherwise restricted by the Articles of Organization, Members may participate in and hold a meeting of the Members or any committee of Members, as the case may be, by means of a conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting, except where a Person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. The written action is effective when signed by Members owning the required Participating Percentage, unless a different effective time is provided in the written action. Any requirement for signature by a Member may be satisfied by facsimile or email attachment.

9 RIGHTS AND OBLIGATIONS OF MEMBERS; DISSOCIATION

- 9.1 <u>Limitation of Liability</u>. Each Member's liability for the debts and obligations of the Company shall be limited as set forth in the Act and other applicable law.
- 9.2 <u>Priority and Return of Capital</u>. No interest shall accrue with respect to Capital Contributions made to the Company, and no Member shall have the right to withdraw or to be repaid any of such Member's Capital Contributions except as provided in this Agreement, or as otherwise agreed by the Members.
- 9.3 <u>Prohibition on Creation of Security Interest</u>. No Member shall grant a security interest in the Interest of such Member or otherwise encumber such Member's Interest in any manner (including for example, any lien, pledge, mortgage) except with the written consent of a Majority-In-Interest of the Members (determined for this purpose by including the Member who seeks to grant a security interest in, or to otherwise encumber, its Interest).
- 9.4 <u>Dissociation of a Member</u>: A member shall cease to become a Member upon the happening of any of the following events:

- a. any filing in any jurisdiction of any application or petition for the commencement of any proceeding in bankruptcy, corporate reorganization, insolvency, corporate rehabilitation, liquidation, dissolution, or any similar proceedings with respect to the Member or by the Member or by any person or entity with respect to the Member;
- b. in the case of a Member who is a natural person, the death of the Member or the entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage the Member's estate;
- c. in the case of a Member who is acting as a Member by virtue of being a trustee of a trust, the termination of the trust (but not merely the substitution of a new trustee);
- d. in the case of a Member which is a separate organization other than a corporation, the dissolution and commencement of winding up of the separate organization;
- e. in the case of Member that is a corporation, the filing of articles of dissolution, or its equivalent, for the corporation or the revocation of its charter;
- f. in the case of an estate, the distribution by the fiduciary of the estate's entire interest; or
 - g. any other event otherwise set forth in the Act.
- 9.5 <u>Effect of Dissociation on Member</u>. If the dissociation of a Member results in dissolution and winding up of the Company, the Dissociated Member will have all the rights of a Member who has not been disassociated, except those provided in **Section 11.9** below. If the disassociation does not result in the dissolution and winding up of the Company, the Disassociated Member shall be deemed to have "died" on the date of the Disassociation and the Company and the remaining Members shall the rights and options set forth in **Article 11** of this Agreement.
- 9.6 <u>Effect of Dissociation on Company</u>. A Member's dissociation will not cause the Company to be dissolved and wound up if at least one Member remains, provided that the disassociation of a Member maintains the Company's compliance with the requirement of 51% ownership by Hawaii residents in accordance with Act 241 (2015), codified as Haw. Rev. Stat. Chapter TBD, as such statute may be amended from time to time.

10 TRANSFER OF UNITS; ISSUANCE OF NEW UNITS TO NEW INVESTORS

- 10.1 Transfer of Units. Members shall not make an Assignment of all or any portion of their Units without the prior consent of all non-assigning Members. No assignee will become a Substituted Member without the prior written consent of all non-assigning Members; provided, however, that a Member shall have the right to make an Assignment of all or any portion of his or its Units to an Affiliate or other entity controlled by the Member without the consent or approval of the Majority-in-Interest of the Members or any other Member, provided that the transfer of a Member's units maintains the Company's compliance with the requirement of 51% ownership by Hawaii residents in accordance with Act 241 (2015), codified as Haw. Rev. Stat. Chapter TBD, as such statute may be amended from time to time. For purposes of this Agreement, Assignment shall mean sale, exchange, assignment, alienation, disposition, gift, pledge, hypothecation, encumbrance, or grant of security interest in the Member's Participating Percentage.
- 10.2 <u>Right of Other Members to Purchase Upon Transfer</u>. Upon the transfer of a Member's Participating Percentage due to the death, divorce or bankruptcy proceedings of any of the Members, as the case may be, the other Members shall have the **absolute right to purchase** such Participating Percentage of the deceased, divorced or bankrupt Member, by giving notice to the transferring Member's Transferee within ninety (90) days as of the date the other Members are

notified in writing of the death, divorce or bankruptcy of such Member. This right shall automatically and forever expire if notice is not provided within the foregoing period. The foregoing right shall apply regardless of whether some or all of a Member's Participating Percentage is transferred by operation of law at the time of a Member's death, divorce or bankruptcy to any person (such as, for example without limitation, a trustee in bankruptcy, an heir to the estate of a Member, the beneficiary of a trust of the Member), or has been transferred by assignment to a related person prior to a Member's death. Where such transfer has occurred, the Transferee shall be required to sell the Participating Percentage, or a portion thereof, to the other Members. The purchase price shall be the fair market value of the Participating Percentage being purchased as determined by agreement of the Transferee and the Purchasing Member; however, if those Persons do not agree on the fair market value on or before the thirtieth (30th) day following the exercise of the option, either such Person, by notice to the other, may require the determination of fair market value to be made by an independent appraiser specified in that notice. For purposes herein, "fair market value" shall mean the consideration that would be paid by an independent third party for such Participating Percentage as determined by a mutually agreed upon appraiser with at least ten years of appraisal experience in Hawaii qualified and licensed to appraise both business and real estate assets in the State of Hawaii. If the Person receiving that notice objects on or before the tenth (10th) day following receipt to the independent appraiser designated in that notice, and those Persons otherwise fail to agree on an independent appraiser, either such Person may petition the Second Circuit Court of the State of Hawaii to designate an independent appraiser. The determination of the independent appraiser, however designated, is final and binding on all parties. The Transferee and the Purchasing Member each shall pay one-half (2) of the costs of the appraisal. Such appraisal shall be provided to the Transferee within sixty days of providing notice of the exercise of this The Purchasing Member(s) if he elects to so purchase such Participating Percentage shall pay the fair market value as so determined in five equal cash installments, the first due on closing and the remainder (together with accumulated interest on the amount unpaid at the General Interest Rate) due on each of the first four anniversaries thereof.or in such installments as the parties may agree, but in no event longer than four years after the closing.

- 10.3 <u>Substituted Members</u>; <u>Admission</u>. Any person to whom Units are transferred in accordance with this **Article 10** shall be admitted as a Substituted Member but only if:
- a. all Members consent in writing to the admission of such Substituted Member and the admission of the Substituted Member maintains the Company's compliance with the requirement of 51% ownership by Hawaii residents in accordance with Act 241 (2015), codified as Haw. Rev. Stat. Chapter TBD, as such statute may be amended from time to time;
- b. such person agrees to be bound, to the same extent as the Assigning Member, by the provisions of this Agreement and any other documents required in connection herewith and to assume the obligations of the Assigning Member hereunder, and the Company receives a document (1) executed by the Person to be admitted as a Substituted Member, (2) including the notice address of any Person to be admitted to the Company as a Substituted Member and such Person's agreement to be bound by this Agreement in respect of the Participating Percentage or part thereof being obtained, (3) setting forth the Participating Percentage after the Assignment of the Assigning Member and the Person to which the Participating Percentage or part thereof is assigned, and (4) including a warranty and representation that the Assignment was made in accordance with all applicable laws and regulations, and specifically warranting and representing that the Person to be admitted as a Substituted Member is acquiring his, her or its interest in the Company solely for

investment purposes and not with a view to the distribution or resale thereof and acknowledges that its purchase of its interest in the Company is expressly subject to the conditions and limitations on transferability set forth in this Agreement. Each Assignment and, if applicable, admission complying with the provisions of this **Section 10.3** is effective as of the first day of the calendar month immediately succeeding the month in which the Company receives the notification of Assignment and the other requirements of this **Section 10.3** have been met.

- c. such person shall have agreed to pay all reasonable expenses and legal fees related to his, her or its admission as a Substituted Member;
- d. Upon admission of a Substituted Member, SCHEDULE A hereto shall be amended to reflect the name and address of such Substituted Member and to eliminate the name and address of the Assigning Member; and
- e. Once admitted as a Substituted Member, such person shall have the same right and privileges, and be subject to the same duties and obligations, to which his respective Assigning Member was entitled or bound and the Assigning Member shall cease to be a Member and to have any rights hereunder.
- 10.4 Failure to Become Substituted Member. Any person to whom Units are transferred in accordance with this Article 10 who does not become a Substituted Member in accordance herewith shall have all economic rights of a Member, and other financial rights to which the Assigning Member would have been entitled, but shall have no voting or consent rights or any benefits of membership to which the Assigning Member was entitled under this Agreement. If such person desires to make an Assignment, he shall be subject to all the provisions of this Article 10 to the same extent and to the same manner as any Member desiring to make an Assignment. In the event of such Assignment, there shall be filed with the Company a duly executed and acknowledged counterpart of the instrument effecting the terms and provisions of this Agreement. If such instrument is not so filed, the Company need not recognize any such Assignment for any purpose.
- 10.5 Bankrupt Member. Subject to Section 11.1c, if any Member becomes a Bankrupt Member, the Company shall have the option, exercisable by notice from the Company to the Bankrupt Member (or its representative) at any time prior to the one hundred and eightieth (180th) day after receipt of notice of the occurrence of the event causing it to become a Bankrupt Member, to buy, and on the exercise of this option the Bankrupt Member or its representative shall sell, its Participating Percentage. The purchase price shall be an amount equal to the fair market value thereof determined by agreement by the Bankrupt Member (or its representative) and the Company; however, if those Persons do not agree on the fair market value on or before the thirtieth (30th) day following the exercise of the option, either such Person, by notice to the other, may require the determination of fair market value to be made by an independent appraiser specified in that notice. If the Person receiving that notice objects on or before the tenth (10th) day following receipt to the independent appraiser designated in that notice, and those Persons otherwise fail to agree on an independent appraiser, either such Person may petition the the Second Circuit Court of the State of Hawaii or the United State District Court for the District of Hawaii to designate an independent appraiser. The determination of the independent appraiser, however designated, is final and binding on all parties. The Bankrupt Member and the Company each shall pay one-half (2) of the costs of the appraisal. The Company, if it elects to so purchase such Participating Percentage shall pay the fair market value as so determined in five equal cash installments, the first due on closing and the remainder (together with accumulated interest on the amount unpaid at the General Interest Rate) due on each of the first four anniversaries thereof. The payment to be made to the Bankrupt Member or

its representative pursuant to this **Section 10.5** is in complete liquidation and satisfaction of all the rights and interest of the Bankrupt Member and its representative (and of all Persons claiming by, through, or under the Bankrupt Member and its representative) in and in respect of the Company, including, without limitation, any Participating Percentage and any rights in specific Company property, and any rights against the Company and (insofar as the affairs of the Company are concerned) against the Members.

- 10.6 <u>Death of Member</u>. Notwithstanding anything to the contrary herein, upon the death of a Member, such Member's Participating Percentage shall transfer to the Member's estate. All rights regarding the Member's Participating Percentage shall be subject to all applicable laws and regulations, and the Purchase Rights of the other Member(s) under Section 10.2.
- 10.7 Admission of New Investors. Upon a vote of a Majority-in-Interest, new Units or Class of Units may be sold to additional Investors. Such additional Investors may be admitted to the Company as Members and Participating Percentages may be created and issued to those Persons and to existing Members at the direction of a Majority-in-Interest, on such terms and conditions as such Members (as the case may be) may determine at the time of admission. The terms of admission or issuance must specify the Capital Contribution and Participating Percentage applicable thereto, and may provide for the creation of other classes or groups of Members having different rights, powers and duties. The Members shall reflect the creation of any new class or group in an amendment to this Agreement indicating the different rights, powers and duties, and such an amendment must be executed by the Members. Admission of new investors shall comply with Sections 10.3 as applicable, and shall maintain the Company's compliance with the requirement of 51% ownership by Hawaii residents in accordance with Act 241 (2015), codified as Haw. Rev. Stat. Chapter TBD, as such statute may be amended from time to time.

11 DISSOLUTION, LIQUIDATION AND TERMINATION OF THE COMPANY

- 11.1 <u>Dissolution</u>. The Company shall be dissolved and its affairs wound up on the first to occur of the following:
- a. the receipt of written consent of a Majority-In-Interests of the voting Members;
 - b. the expiration of the term specified in **Section 2.6** of this Agreement;
- c. the death, retirement, resignation, expulsion, or dissolution of any Member, or upon any Member becoming a Bankrupt Member, or upon the occurrence of any other event that terminates the continued membership in the Company of any Member; provided, however, that if any event described in this **Section 11.1c** shall occur and there shall be a Member remaining, the Company shall not be dissolved and its affairs wound up, and the business of the Company shall be continued if all remaining Members so agree in writing; and
 - d. the entry of a decree of judicial dissolution of the Company under the Act.
- 11.2 <u>Liquidation and Termination</u>. On dissolution of the Company, the Company shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the officers shall continue to operate the Company properties with all of their power and authority. A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to creditors so as to enable the liquidator to minimize any losses resulting from liquidation. The liquidator, as promptly as possible after dissolution and again after final liquidation, shall cause a proper accounting to be made by a recognized firm of certified

public accountants of the Company's assets, liabilities, and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable, and shall apply the proceeds of liquidation as set forth in the remaining sections of this Article.

- 11.3 <u>Payment of Debts</u>. The assets shall first be applied to the payment of the liabilities of the Company (other than any loans or advances that may have been made by Members to the Company) and the expenses of liquidation.
- 11.4 <u>Debts to Members</u>. The remaining assets shall next be applied to the repayment of any loans made by any Member to the Company.
- 11.5 <u>Remaining Distribution</u>. The remaining assets shall then be distributed to the Members in accordance with the Members' positive Capital Account balances, after making the adjustments for allocations under **Article 6** hereof.
- 11.6 <u>Reserve</u>. Notwithstanding the provisions of **Section 11.5**, the liquidator may retain such amount as it deems necessary as a reserve for any contingent liabilities or obligations of the Company, which reserve, after the passage of a reasonable period of time, shall be distributed pursuant to the provisions of this **Article 11**.
- 11.7 <u>Deficit Capital Accounts</u>. No Member or assignee shall have any obligation to contribute to or advance any funds or other property to the Company by reason of any negative or deficit balance in such Member's or assignee's Capital Account during or upon completion of winding up or at any other time.
- 11.8 <u>Final Accounting</u>. Each of the Members shall be furnished with a statement prepared by the Company's certified public accountants, which shall set forth the assets and liabilities of the Company as of the date of the complete liquidation. Upon the compliance by the liquidator with the foregoing distribution plan, the liquidator shall execute and cause to be filed a Certificate of Cancellation and any and all other documents necessary with respect to termination and cancellation of the Company under the Act.
- 11.9 Return of Contribution Non-Recourse to Other Members. Except as provided by law, upon dissolution, each Member and assignee shall look solely to the assets of the Company for the return of its Capital Contributions. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash or other property contribution of one or more Members or assignees, such Member(s) or assignee(s) shall have no recourse against any other Member.

12 AMENDMENTS

12.1 Authority to Amend.

- a. This Agreement may be amended by the Members by vote of a Majority-In-Interest at any annual meeting of Members or at a special meeting called for the purpose of adopting such amendment.
- b. Notwithstanding the foregoing, any amendment to this Agreement or other act which would (1) adversely affect the federal income tax treatment to be afforded the Members, (2) adversely affect the liabilities of the Members, (3) change the method of allocation of Profits and Losses as provided in **Article 6** or the distribution provisions of **Articles 6** and **11** hereof, or (4) seek to impose personal liability on the Members, shall require the approval of all Members.

13 MISCELLANEOUS

13.1 Investment Representation. Each Member hereby warrants and represents that

he, she or it is acquiring its interest in the Company solely for investment purposes and not with a view to the distribution or resale thereof and acknowledges that its purchase of its interest in the Company is expressly subject to the conditions and limitations on transferability set forth in this Agreement.

- 13.2 <u>Method of Giving Consent</u>. Any consent required by this Agreement may be given by a written consent given by the consenting Member and received by the Member soliciting such consent at or prior to the doing of the act or thing for which the consent is solicited, provided that such consent shall not have been nullified by subsequent notice.
- 13.3 <u>Mediation</u>. Except where irreparable harm would otherwise result to a party, if a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation among the parties, the parties agree first to try in good faith to settle the dispute by mediation utilizing a recognized mediation service mutually agreed to by the parties before resorting to litigation.
- 13.4 <u>Governing Law</u>. The Company and this Agreement shall be governed by and construed in accordance with the laws of the State of Hawaii.
- 13.5 Agreement for Further Execution. At any time or times upon the request of Majority-In-Interest, each Member agrees to sign and swear to any certificate, any amendment to or cancellation of such certificate, acknowledge similar certificates or affidavits or certificates of trade names or the like (and any amendments or cancellations thereof) required by the laws of the State of Hawaii, or any other jurisdiction in which the Company does, or proposes to do, business. This **Section 13.5** shall not prejudice or affect the rights of the Members to approve certain amendments to this Agreement pursuant to **Subsection 12.1b**.
- 13.6 <u>Entire Agreement</u>. This Agreement and the Articles contain the entire understanding among the parties and supersedes any prior understandings or agreements between them with respect to the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement and the Articles which are not fully expressed herein and therein.
- 13.7 <u>Severability</u>. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdictions in which the Company does business. If any provisions of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
- 13.8 <u>Notices</u>. Notices to Members or to the Company shall be deemed to have been given when personally delivered or mailed, by prepaid registered or certified mail, addressed as set forth in this Agreement, unless a notice of change of address has previously been given in writing by the addressee to the addressor, in which case such notice shall be addressed to the address set forth in such notice of change of address.

13.9 Relationship to Default Rules.

a. Relationship of this Agreement to the Default Rules Provided by the Act. Regardless of whether this Agreement specifically refers to particular Default Rules: if any provision of the Agreement conflicts with a Default Rule, the provision of this Agreement controls and the Default Rule is modified or negated accordingly, and if it is necessary to construe a Default Rule as modified or negated in order to effectuate any provision of this Agreement, the Default Rule

shall be modified or negated accordingly.

- b. <u>Relationship of this Agreement and the Articles of Organization</u>. If a provision of this Agreement differs from a provision of the Articles of Organization, then to the extent allowed by law this Agreement will govern.
- 13.10 <u>Titles and Captions</u>. All titles and captions are for convenience only, do not form a substantive part of this Agreement, and shall not restrictor enlarge any substantive provisions of this Agreement.
- 13.11 <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, each one of which shall constitute an original executed copy of this Agreement.
- 13.12 <u>Pronouns</u>. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons may require.
- 13.13 <u>Creditors and Other Third Parties</u>. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or other third parties.
- 13.14 <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives, and assigns. This Agreement may not be assigned to any party without the express written consent of the other parties.
- 13.15 <u>Partition</u>. Each Member agrees that he or she has no right, and irrevocably waives any and all such rights, to have the assets of the Company partitioned, or to file a complaint, or institute and maintain any proceeding at law or in equity to have the assets of the Company partitioned.
- 13.16 Attorneys' Fees. In the event of any litigation, arbitration or other dispute arising as a result of or by reason of this Agreement, the prevailing party in any such litigation, arbitration or other dispute shall be entitled to, in addition to any other damages assessed, its reasonable attorneys' fees, and all other costs and expenses incurred in connection with settling or resolving such dispute.
- 13.17 <u>Authority to Enter into Agreement</u>. By execution of this Agreement below, each Member represents and covenants as follows:
- a. The Member has all necessary legal right, power, and authority to enter into and perform this Agreement. The execution and delivery of this Agreement and the performance by the Member of its obligations hereunder have been duly authorized and approved by all requisite corporate action or is authorized by its Operating Agreement as the case may be. This Agreement has been executed and delivered by a duly authorized officer, member or manager of each entity Member, and constitutes a valid and legally binding obligation of such Member, enforceable against the Member in accordance with its terms (except to the extent that enforcement may be affected by laws relating to bankruptcy, reorganization, insolvency and creditors' rights and by availability of injunctive relief, specific performance, and other equitable remedies).
- b. Neither the execution, delivery or performance of this Agreement by the Member, not the consummation by each corporate Member of the transaction contemplated hereby, conflicts with or shall result in a breach of any of the terms, conditions or provisions of such Member's Articles of Incorporation, By-Laws, Articles of Organization, Operating Agreement, or other governing document, or of any statute or administrative regulation, or of any order, writ, injunction, judgment, or decree of any court or governmental authority or of any arbitration award to which such Member is a party or by such Member is bound.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written. Each Member, by executing and delivering this Agreement, hereby represents and warrants to the Company and the other Members that:

- (a) it understands that this Agreement provides severe restrictions on its ability to dispose of or encumber its interests in the Company indefinitely and it may be unable to liquidate it in case of emergency;
- (b) it has read and understands the provisions of this Agreement;
- (c) it is experienced in business and understands the risk inherent I business;
- (d) it is able to financially comply with its obligations hereunder and is capable of suffering a total loss of its Capital Contributions hereunder;
- (e) it understands that the Internal Revenue Service may disallow some or all of the deductions to be claimed by the Company, that the Company has no operating history, that the Company involves a high degree of risk or loss, and that no governmental agency has made any finding or determination as to the fairness of the investment;
- (f) it understands that it is purchasing an interest in the Company without having been furnished any offering literature or prospectus; and
- (g) it understands that all documents, records and books pertaining to its investments have been made available to such Member and its attorneys and /or accountants.

MEMBERS:

ANTHONY PLTAKITANI

SHEP GORDON

IOWARD TAKISHITA

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written. Each Member, by executing and delivering this Agreement, hereby represents and warrants to the Company and the other Members that:

- (a) it understands that this Agreement provides severe restrictions on its ability to dispose of or encumber its interests in the Company indefinitely and it may be unable to liquidate it in case of emergency;
- (b) it has read and understands the provisions of this Agreement;
- (c) it is experienced in business and understands the risk inherent I business;
- (d) it is able to financially comply with its obligations hereunder and is capable of suffering a total loss of its Capital Contributions hereunder;
- (e) it understands that the Internal Revenue Service may disallow some or all of the deductions to be claimed by the Company, that the Company has no operating history, that the Company involves a high degree of risk or loss, and that no governmental agency has made any finding or determination as to the fairness of the investment;
- (f) it understands that it is purchasing an interest in the Company without having been furnished any offering literature or prospectus; and
- (g) it understands that all documents, records and books pertaining to its investments have been made available to such Member and its attorneys and /or accountants.

MEMBERS:

ANTHONY P. TAKITANI

SHEP GORDON

HOWARD TAKISHITA

KEN OTA

SCHEDULE A

MAUI MARIJUANA DISPENSARY, LLC 2015 MEMBERSHIP REGISTRAR

NAME AND NOTICE ADDRESS	UNITS	CAPITAL CONTRIBUTION	PARTICIPATING PERCENTAGE
ANTHONY P. TAKITANI	25		25.00%
SHEP GORDON	25		25.00%
HOWARD TAKISHITA	25		25.00%
KEN OTA	25		25.00%
TOTAL	100		100.00%

END OF SCHEDULE A

EXHIBIT A

DEFINITIONS

The following terms, used generally throughout this Agreement, shall have the meanings specified in this **EXHIBIT A**. Certain additional defined terms may be set forth elsewhere in this Agreement.

Act: The Hawaii Limited Liability Company Act, Chapter 428, Hawaii Revised Statutes, as now or hereafter amended. Unless modified by this Agreement, all terms used herein shall have the same meaning assigned to them in the Act.

Additional Member: Any Person admitted as a Member of the Company after the date of original execution of this Agreement in accordance with the provisions of **Section 4.2** of this Agreement.

Agreed Value: The fair market value of Contributed Property as agreed to by the contributing Member and the Company, utilizing such reasonable method of valuation as they may adopt. Such Agreed Value is set forth on Schedule A to the Agreement.

Assignee: A Person who has acquired a beneficial interest in the Company from one of the Members, but who is not a Substitute Member.

Bankrupt Member: Any Member: (a) that (1) makes a general assignment for the benefit of creditors; (2) files a voluntary bankruptcy petition; (3) becomes the subject of an order for relief or is declared insolvent in any federal or state bankruptcy or insolvency proceedings; (4) files a petition or answer seeking for the Member a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any law; (5) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in a proceeding of the type described in subclauses (1) through (4) of this clause (a); or (6) seeks, consents to, or acquiesces in the appointment of a trustee, receiver or liquidator of the Member's or of all or any substantial part of the Member's properties; or (b) against which, a proceeding seeking reorganization, a arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any law has been commenced and ninety (90) days have expired without dismissal thereof or with respect to which, without the Member's consent or acquiescence, a trustee, receiver or liquidator of the Member or of all of any substantial part of the Member's properties has been appointed and sixty (60) days have expired without the appointment=s having been vacated or stayed, or ninety (90) days have expired after the date of expiration of a stay, if the appointment has not previously been vacated.

Bankruptcy Code: The Bankruptcy Reform Act of 1978, as amended, 11 U.S.C. '5 101 et seq.

<u>Capital Account</u>: As to a Member, the account established and maintained for such Member on the books of the Company in compliance with Treasury Regulations §§1.704-1(b)(2)(iv) and 1.704-2, as amended,.

<u>Capital Contribution</u>: The amount in cash and/or the Agreed Value of Contributed Property contributed by each Member (or such Member's predecessor in interest) to the capital of the Company for such Member's interest in the Company.

<u>Capital Proceeds</u>: The net cash proceeds received by the Company, after payment of, or provision for, (a) all Company debts, obligations and reserves (including without limit, reserves established to acquire replacement property for other previously condemned property) required or

permitted to be paid upon, or incurred or established in connection with, the receipt by the Company of such proceeds (said reserves to be established in the reasonable discretion of the Members) and (b) all expenses incurred by the Company in connection with the transaction giving rise to such proceeds, from any of the following events ("Capital Events"): (i) the sale or other disposition of all or any part of the Company's Property, (ii) any loan secured by all or any part of the assets of the Company, (iii) the refinancing of Company indebtedness, (iv) the condemnation of all or part of the Company's Property, or (v) any insurance recovery relating to the Property.

<u>Cash Flow</u>: All revenue received by the Company from Company operations, or from the sale, exchange or other disposition of all or any part of the property of the Company or from the refinancing of any mortgage indebtedness on the property owned by the Company, less all expenses of every kind (before deduction for cost recovery or other non-cash expenses) of the Company for any period.

Code: The Internal Revenue Code of 1986, as amended.

Company: MAUI MARIJUANA DISPENSARY, LLC, a Hawaii limited liability law company.

<u>Contributed Property</u>: Any property or other consideration (excluding services and cash), or any interest in property or other consideration (excluding services and cash), which is contributed to the Company by a Member.

<u>Default Rate of Interest</u>: A rate per annum equal to the lesser of the following: (a) 4% plus a varying rate per annum that is equal to the prime rate of interest as set forth in the Wall Street Journal from time to time with adjustments in that varying rate to be made on the same date as any change in that rate; and (b) the maximum rate permitted by applicable law.

<u>Dispose</u>, <u>Disposing or Disposition</u>: A sale, assignment, transfer, exchange, mortgage, pledge, grant of a security interest, or other disposition or encumbrance (including, without limitation, by operation of law), or the acts thereof.

<u>Excess Cash Flow</u>: Cash Flow of the Company in excess of such reserves as the Members reasonably determine are necessary from time to time for the efficient operation of the Company's business.

Fiscal Year: The Company's fiscal year which shall be a calendar year.

General Rate of Interest: AGeneral Rate of Interest@ shall mean a rate per annum equal to the lesser of the following: (a) the varying rate per annum that is equal to the prime interest rate as set forth in the Wall Street Journal from time to time with adjustments in that varying rate to be made on the same date as any change in that rate; and (b) the maximum rate permitted by applicable law.

<u>Initial Members</u>: ANTHONY P. TAKITANI, KEN OTA, HOWARD TAKISHITA, and SHEP GORDON.

<u>Interest</u>: The economic rights of a Member and a Member's permitted assignees and successors to share in distributions of cash and other property from the Company pursuant to the Act and this Agreement, together with the Member's distributive share of the Company's net income or loss for federal and state income taxes.

IRS: The Internal Revenue Service.

<u>Majority-in-Interest</u>: Those Members whose Participating Percentages in the aggregate shall represent more than fifty percent (50%) of the aggregate Participating Percentages of all Members.

Members: Each Person identified in SCHEDULE A attached hereto and incorporated by reference, who acquires an interest in the Company and executes a counterpart of this Agreement as a Member.

Membership Registrar: The list of Members, Participating Percentage owned, Capital Contributions upon completion of the Closing, all as described in the attached SCHEDULE A.

Net Operating Cash Flow: An amount equal to (i) the Company's taxable income (plus tax-exempt income) or taxable loss exclusive of income, gain or loss attributable to Capital Events, computed on a cash basis for each calendar quarter of the Fiscal Year (or any lesser period for which a computation of Net Operating Cash Flow may be required), plus the sum of (ii) depreciation and other non-cash deductions (such as leasing commissions and organizational expenses deducted but not paid for in the period) deducted in determining such taxable income or loss and the cash available from reduction in the amount of any reserves or escrows of the Company (any such reduction to be made by the Members in their reasonable discretion), and (iii) any cash available from contributions of the Members minus the sum of (iv) principal payments on all secured and unsecured indebtedness of the Company, (v) any net additions to the reserves of the Company (any such additions to be made by the Members in their reasonable discretion), and (vi) any other cash payments (except distributions to Members under sections 5.1 and/or 5.2), in the calendar quarter to the extent not deductible during the Fiscal Year or escrows, to the extent, if any, the foregoing have not been deducted in determining the Member's taxable income referred to herein.

Officer: Any individual appointed to act as the President, a Vice President or the Secretary of the Company or any other office established by the Company pursuant to the Agreement.

<u>Participating Percentage</u>: The interest of a Member (expressed as a percentage) in the Company, including (but not limited to) rights to distributions (liquidating or otherwise) and allocations. The Participating Percentage of each Member shall be determined by dividing such Member's Capital Contribution by the sum of the Capital Contributions of all Members and shall be set out in SCHEDULE A.

Person: Any natural person and any legal entity.

Profit and Losses: The net income or net loss of the Company as finally determined for federal income tax purposes for any fiscal year, including for all purposes: (1) any income exempt from tax; (2) any expenditures of the Company which are described in Code § 705(a)(2)(B) or are treated as Code § 705(a)(2)(B) expenditures under Treasury Regulations § 1.704-1(b)(2)iv)(i); and (3) any adjustments to the book value of any Company asset pursuant to Treasury Regulations; that if any property is carried on the books of the Company at a value that differs from that property's adjusted basis for tax purposes, then, gain, loss, depreciations and amortization with respect to such property shall be computed with reference to the book basis of such property, consistently with the requirement of Treasury Regulations § 1.704-1(b)(2)(iv)(g); and that any item allocated under Sections 6.1 and 6.2 shall be excluded from the computation of Profits and Losses.

<u>Substituted Member</u>: Any Person not a Member of the Company to whom a Participating Percentage in the Company has been transferred and who has been admitted to the Company as a Member pursuant to and in accordance with the provisions of **Article 10** of the Agreement.

END OF EXHIBIT A

MINUTES OF A SPECIAL MEETING OF THE MEMBERS

OF

MAUI MEDICAL MARIJUANA DISPENSARY LLC

These are minutes of a special meeting of the Members of the above-named captioned limited liability company. No formal notice was given of this meeting, but each Member has signed below an approval of these minutes and waiver of notice. The time and place of the meeting and those present are indicated below.

There was present the following Member(s):

ANTHONY P. TAKITANI KEN OTA SHEP GORDON

The meeting was called to order by ANTHONY P. TAKITANI, who subsequently presided as Chairman.

The Chairman then stated that a quorum was present.

ANTHONY P. TAKITANI announced that the purpose of this meeting was to consider and resolve the following matter:

- A. To authorize Member KEN OTA to make all decisions and take all actions for the Company to execute on behalf of the Company, all necessary papers and documents, including (but not limited to) the following:
- (1) entering into, making, and performing contracts, agreements, and other undertakings binding the Company that may be necessary, appropriate, or advisable in furtherance of the purposes of the Company and making all decisions and waivers thereunder;
- (2) opening and maintaining bank and investment accounts and arrangements, drawing checks and other orders for the payment of money, and designating individuals with authority to sign or give instructions with respect to those accounts and arrangements;
 - (3) maintaining the assets of the Company in good order;
 - (4) collecting sums due to the Company;
- (5) paying, to the extent that funds of the Company are available therefor, debts and obligations of the Company;
- (6) acquiring, utilizing for Company purposes, and disposing of any asset of the Company:
- (7) borrowing money or otherwise committing the credit of the Company for Company activities and voluntary prepayments or extensions of debt;
- (8) selecting, removing, and changing the authority and responsibility of lawyers, accountants, and other advisers and consultants;
 - (9) obtaining insurance for the Company;
- (10) determining distributions of Company Net Cash Flow and other property as provided in Section 6.7;
 - (11) establishing a seal for the Company;.
- (12) sell, lease, exchange or otherwise dispose of (other than by way of a pledge, mortgage, deed of trust or trust indenture) all or substantially all of the Company's property

and assets, in the usual and regular course of the Company's business;

(13) be a party to (A) a merger, or (B) an exchange or acquisition;

(14) amend or restate the Articles of Organization of the Company or this Agreement (except as specifically provided for in Article 11 of this Agreement);

(15) determine the compensation, if any, for any employee of the Company,

including any Member so employed; and

(16) borrow in the name of the Company from a Member, or give a loan from the Company to a Member or any other Person. In the event of a loan by a Member to the Company, if the Loan is approved it shall be for an interest rate equal to the then current prime rate plus two percent (2%), with the rest of the terms as approved by the Members, and secured by Company Property. In the event of a loan to a Member by the Company, such loan shall be for an interest rate equal to the then current prime rate, with the rest of the terms as approved by the Members with no security interest.

After discussion and motion duly made, seconded and unanimously carried, the above was adopted.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, it was adjourned.

ANTHONY P, TAKITANI

Place of Meeting: Wailuku, Maui, Hawaii

Date:

January 12, 2016

Time:

12 noon

Members' Approval of Minutes and Waiver of Notice:

ANTHONY P. TAKITANI

AVITAIN

SHEP GORDON

HOWARD TAKISHITA

FILED_09/15/2015 12:28 PM **Business Registration Division** DEPT. OF COMMERCE AND CONSUMER AFFAIRS State of Hawaii

STATE OF HAWAII DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS **Business Registration Division** 335 Merchant Street

Mailing Address: P.O. Box 40, Honolulu, Hawaii 96810 Phone No.(808) 586-2727

ARTICLES OF ORGANIZATION FOR LIMITED LIABILITY COMPANY

(Section 428-203 Hawaii Revised Statutes)

<i>PLEASE TYPE</i>	OR PRINT	LEGIBLY IN	I BLACK INK
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The undersigned, for the purpose of forming a limited liability company under the laws of the State of Hawaii, do hereby make

and execute these Articles of Organization: I The name of the company shall be: MAUI MEDICAL MARIJUANA DISPENSARY LLC (The name must contain the words Limited Liability Company or the abbreviation L.L.C. or LLC) П The mailing address of the initial principal office is: 24 N. CHURCH ST. #301, WAILUKU, HI 96793 USA Ш

The company shall have and continuously maintain in the State of Hawaii a registered agent who shall have a business address in this State. The agent may be an individual who resides in this State, a domestic entity or a foreign entity authorized to transact business in this State.

a.	The name (and state or country of incorporation, formatis: ANTHONY P TAKITANI	ion or organization, if applicable)	of the company's registered agent in the State of Hawaii
	(Name of Regis	tered Agent)	(State or Country)
b.	The street address of the place of business of the perso served on or sent to the entity represented by it may be		rice of process and other notice and documents being
	24 N. CHURCH ST. #301, WAILUKU, HI 9679	3 USA	
		IV	
The na	me and address of each organizer is:		
	ANTHONY P TAKITANI		
		_	

		V
The period	d of duration is (check one):	
X	At-will	
	For a specified term to expire on:	(Month Day Year)
		VI
The compa	any is (check one):	VI
а.	Manager-managed, and the names and addresses and the number of initial members are:	of the initial managers are listed in paragraph "c",
ь. 🗵	Member-managed, and the names and addresses of	of the initial members are listed in paragraph "c".
	ist the names and addresses of the initial managers if its the names and addresses of the initial members if t	
Δ.	NTHONY P TAKITANI	
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s -	HEP GORDON	
F	IOWARD TAKISHITA	
_		_
The memb	pers of the company (check one):	VII
T.	Shall not be liable for the debts, obligations and liab	ilities of the company
N	Shall not be liable for the debts, obligations and liab	illies of the company.
	Shall be liable for all debts, obligations and liabilities	of the company.
	Shall be liable for all or specified debts, obligations adoption of this provision or to be bound by this provi	and liabilities of the company <i>as stated below</i> , and have consented in writing to the vision.
		nited Liability Company Act, that we have read the above statements, I am authoriz are true and correct to the best of our knowledge and belief. SEPTEMBER 2015
Signed this	s ———— day of ———	
	ANTHONY P TAKITANI	
	(Type/Print Name of Organizer)	(Type/Print Name of Organizer)
	ANTHONY P TAKITANI	
	(Signature of Organizer)	(Signature of Organizer)

						1						
OWNER / PRINCIPAL / MEMBER REPORT												
Please include a signed statement by eac	h Owner, Principal, or Member certifying that the inform	ation is complete	and accurate.									
							Has person ever been convicted					
				Percent		Number of Years Lived in Hawaii (most recent	So, STOP, they		If person has been convicted of a crime,		If person has ever been arrested,	
				Interest in the			eligible	been convicted	please describe (e.g., conviction, date,	Has person ever been		eCrim Report Validation
Name of Owner, Principal, or Member	Address (Street City State Zip Country (if not USA))	Phone Number	Email Address	Company	Residence	been a resident)	applicant)	of a crime?	disposition, etc.)	arrested?	disposition, etc.)	Code
KEN OTA				25		46						l l
ANTHONY TAKITANI												
SHEP GORDON												
HOWARD TAKISHIA												
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Maui, Hawai'i-based Maui Medical Marijuana Dispensary LLC (MMMD) has the proven ability to successfully operate a business, including but not limited to education, knowledge, and experience with all items listed in criterion No. 1. The team is comprised of native Hawaiian business leaders, with an established record of accomplishments in a variety of industries, ensuring MMMD's ability to provide safe, compassionate care to qualifying patients (See Addenda: MMMD Business Plan).

Applying entity MMMD has authorized its Chief Executive Officer, Ken Ota, as the individual applicant. In addition to Ota, Chief Retail Officer Shep Gordon, Chief Legal Counsel Anthony Takitani, JD, Chief Production Officer Howard Takishita, Chief Financial Officer Russell Yamane, CPA, and Director of Communications and Public Relations Ashley Takitani Leahey, MBA, are at the helm of MMMD (See Addenda: Letters of Good Standing).

MMMD hired Illinois-based Revolution Managed Services (RMS) as a consultant on its application for a medical cannabis dispensary license and implementation of subsequent operations in the County of Maui. MMMD selected RMS following a thorough review of medical cannabis consultants, having found RMS to have the integrity, credentials, and values that best align with MMMD's mission and vision. RMS's comprehensive experience includes operating two technologically superior cannabis cultivation and laboratory facilities in the strictly regulated Illinois medical cannabis market (See Addenda: About RMS). With this knowledge, RMS will assist MMMD through its training and development of staff utilizing written standard operating procedures that exceed the requirements of HRS Chapter 329D and HAR \$11-850, and reflect the best standards of pharmaceutical and manufactured product industries.

The following members of the RMS leadership team will lend their expertise to MMMD: Dustin Shroyer (Chief Operations Officer), Dr. Daniel Lohse (Director of Chemistry), Tim Sutton, CPP (Director of Security), Bradley Vallerius, JD (Director of Compliance), Dr. Howard Pressman (Director of Patient Education), and Gina Crosley-Corcoran, MPH (Project Manager). These individuals will be available to fill roles as needed to accomplish MMMD's goal of providing safe and consistent cannabinoid medicines to the qualifying patients of Maui.

- A) MMMD's knowledge, education, and experience in regulated industries entails successful commercial ventures on Maui, which comply with local, state, and federal laws. These include the water, wastewater, and irrigation industry; horticulture; food and alcohol industries; and providing legal counsel and/or serving as an advisor to the local hospital and to companies with agricultural, real estate and retail interests (See Addenda: Ota bio, Takishita bio, Gordon bio, Takitani bio). Additionally, RMS team members have over six years of experience in regulated cannabis industries, including being one of the first licensed cultivators to bring safe medical cannabis products to market under Illinois' strict timeline and regulatory framework (See Addenda: Shroyer bio, Vallerius bio).
- **B**) MMMD has an extensive amount of agriculture and horticulture expertise. Takishita has owned and operated a successful commercial nursery on Maui for more than 37 years. This has provided him with knowledge in cultivation, hybridization, and food safe production for all phases of a commercial crop; raising certified young plants to ship to the mainland and exporting seeds worldwide; expertise in orchid hybridization, and food-safe production (See Addenda: Takishita bio). Additionally, RMS brings significant agriculture and horticultural experience through its combined 150,000 square foot facilities, currently growing over 5,000 medical cannabis plants (See Addenda: Shroyer bio).

- C) As the chairman of Hawaiian Host, Takitani has gained knowledge and experience with commercial manufacturing. Hawaiian Host packs more than 15 million boxes of product each year, positioning the company as one of the largest manufacturers of chocolate covered macadamias in the world (See Addenda: Takitani bio). In addition, RMS's packaging of medical cannabis in Illinois which involves an innovative, food compliant, child-resistant container specifically designed for cannabis is widely regarded as some of the best medical cannabis packaging in the state (See Addenda: Shroyer bio).
- **D)** MMMD's pharmaceutical industry experience is bolstered by its consultant, which will help MMMD achieve its manufacturing objectives. Dr. Lohse, RMS Director of Chemistry, has contributed to the commercial and scientific development of new, patentable entities such as cancer therapeutics and nutritional supplements. Dr. Lohse has generated five successful Investigational New Drug (IND) applications for the Food and Drug Administration and approvals of new drug entities (See Addenda: Lohse bio).
- E) MMMD's consultant has operational experience in the highly-regulated state of Illinois, and operated a successful production and retail location in Colorado. This expertise supports MMMD's education, knowledge, and experience with operating a medical cannabis dispensary business. RMS team members have consistently provided the rapidly evolving medical cannabis industry with best practices, including but not limited to creating production (cultivation), manufacturing (extraction, refining), cannabis testing, and security plans for clients in the highly restrictive and competitive markets: Connecticut, Massachusetts, Illinois, Minnesota, and Nevada (See Addenda: Shroyer bio).
- **F)** MMMD's demonstrated ability to create and execute numerous successful business plans, including creating a timeline for opening a business, has allowed MMMD to create a

medical cannabis dispensary business plan that best serves qualifying patients and the greater Maui community. All of MMMD's owners have established successful, thriving businesses in Maui County spanning nearly four decades. Already an owner of Hawai'is largest wholesale and retail pipe distribution company, Ota's business plan expertise allowed him to quickly and seamlessly acquire Hawai'i's second-largest piping supply company within three months (See Addenda: Ota bio, Gordon bio, Takitani bio, Takishita bio, Shroyer bio, MMMD Business Plan).

- G) With a combined net worth of and experience operating dozens of companies for over four decades including but not limited to Pacific Pipe Company, Howard's Nursery Inc., Migrant, and Alive Enterprise MMMD has the knowledge to create and implement a financial plan. The long-term viability and proven success of those businesses has critically depended upon the management's ability to create and implement appropriate financial plans. The team has historically combined their business expertise and industry experience to create appropriate and robust financial planning processes, implement related business strategies, and execute financial reporting to ensure actual financial results evolve in accordance with the plan (See Addenda: Yamane bio, Takishita bio, Gordon bio, Shroyer bio).
- H) MMMD's retail sales ability includes Ota operating the largest piping retail and wholesale company in Hawai'i, and Leahey's more than 9 years of experience overseeing staff and retail operations at Maui Thing. In addition, Gordon has proficiency founding, owning, and operating more than 40 restaurants. (See Addenda: Gordon bio, Ota bio, Leahey bio). RMS's retail experience spans the regulated medical cannabis, health and wellness, and apparel industries (See Addenda: Shroyer bio). I) MMMD selected RMS due to its extensive experience with secure inventory tracking and control specific to the medical cannabis industry, and proven ability to prevent diversion and ensure compliance within highly regulated states. RMS's Illinois

facilities operate in accordance with seed to sale inventory control and tracking system to ensure data collection, loss prevention, and medical cannabis and waste (See Addenda: Shroyer bio, Vallerius bio, Sutton bio). J) MMMD has established ability protecting confidential customer information. Takitani has proven experience acquired though running a successful law practice protecting clients' confidentiality, and working on the board of a local hospital. RMS has team members who are HIPAA trained and certified, have experience protecting confidential patient information via years of managing medical cannabis retail dispensaries, and experience working with disadvantaged patient populations (See Addenda: Takitani bio, CrosleyCorcoran bio, Sutton bio, Shroyer bio, Pressman bio). K) MMMD selected RMS due to its extensive experience with owning or managing a business that requires 24-hour monitoring. RMS's team brings prior experience owning and managing dispensaries and cultivation facilities since 2010, having overseen facilities that have 24-hour security through safety features including but not limited to alarms, video, and locking doors. Both of RMS's managed facilities in Illinois maintain 24-hour, live surveillance that includes security personnel on site at all times (See Addenda: Sutton bio, Vallerius bio, Shroyer bio). L) MMMD is committed to positioning Hawai'i as a leader of medical cannabis industry best standards. MMMD team members consistently promote and mālama (preserve) the integrity of Hawai'i's culture, residents, and natural habitat through their wide-sweeping business and charity endeavors, and will continue to do so through their environmentally-friendly and scientific-based approach to medical cannabis production, manufacturing, and retail. MMMD's leadership has established strong working relationships with the Maui medical community and local stakeholders to ensure its products best serve the island's qualifying patients and larger community (See Addenda: Gordon bio, Ota bio, Takitani bio, Takishita bio, Leahey bio).

The following Addenda are provided as supporting documents in accordance with the "FAQsfor-MMJ-Dispensary-licensing-program-12-22-2015-005-FINAL.pdf" file found at http://health.hawaii.gov/medicalmarijuana/

Q: Can I submit letters of support for my application, for example from community members and professionals?

A: You may submit information or documentation that you consider relevant in support of the representations you make in your application, but all materials in support of your application have to be submitted at the time you apply, and may not be submitted separately. Anything not received with your application will not be considered as part of your application. Information or documentation that is not specifically requested may or may not be considered in determining your qualification as an applicant. Letters of support may also be subject to public disclosure.

Q: What specific attachments will be required and/or allowed if any?

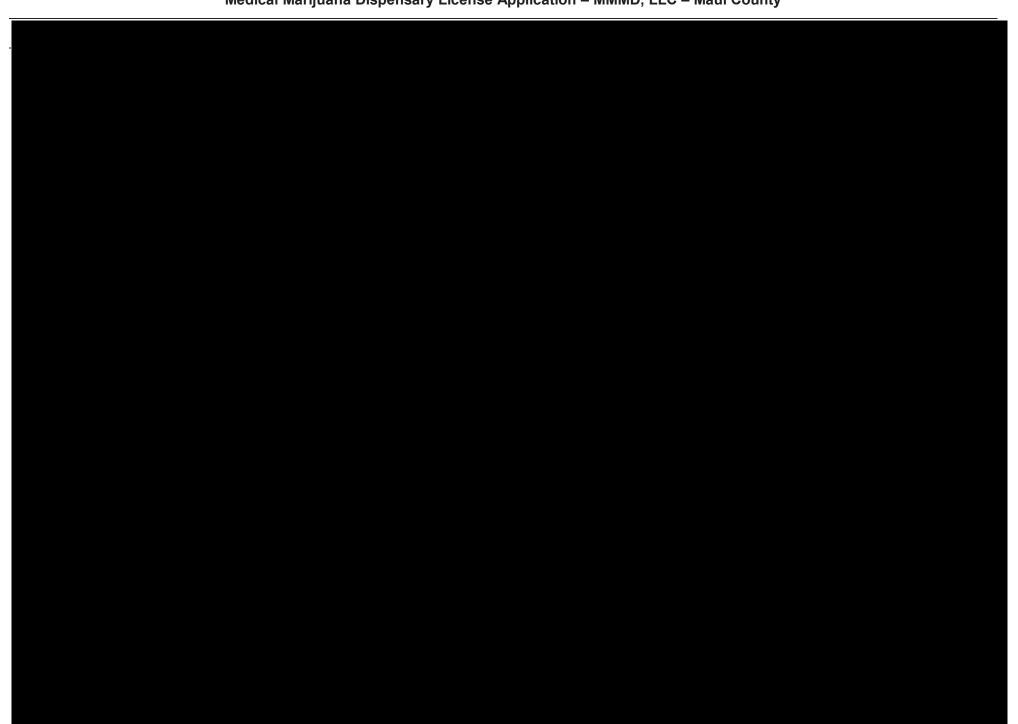
A: You may attach any supporting documents that support the information or representations you make in response to each criteria. The rules set out some of the documents that can be submitted in support of certain requirements. All information you provide or representations you make, including any attachments, will become conditions of a license if you are awarded a license.

Medical Marijuana Dispensary License Application – MMMD, LLC – Maui County

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Question 1 Addenda Medical Marijuana Dispensary License Application – MMMD, LLC – Maui County



Medical Marijuana Dispensary License Application - MMMD, LLC - Maui County

Biography: Ken Ota

Ken Ota, Chief Executive Officer of Maui Medical Marijuana Dispensary LLC (MMMD), has overall responsibility for creating, planning, implementing, and integrating the strategic direction of MMMD. This includes responsibility for all components and departments of the business.

Ota has over 24 years' experience in the water, wastewater, and irrigation industry. His work with industry regulatory boards and his experience complying with the complex regulatory requirements of federal, state and private construction projects, business operations, and real estate development demonstrate his operational compliance qualifications.

He is the owner and President-CEO of Pacific Pipe Company, a distributor of engineered construction products for the civil, irrigation, agriculture, and golf industry in Hawaii. Client projects have included the county water/wastewater treatment plants, military bases, master plan communities, and other residential, commercial and resort projects. With 38 employees, 320 manufactures, and over 3,200 customers, Pacific Pipe's success is a testament to his operational expertise and entrepreneurship.

Pacific Pipe Company currently is operating out of a 26,000 square foot office/warehouse with 130,680 square feet of yard storage in Oahu. In May 2015, Ota purchased a 2-1/2 acre property at Maui Business Park, to expand his firm on Maui. Ground breaking of this new 24,000 square foot office/warehouse campus is expected to begin in the first quarter of 2016. Already an owner of Hawaii's largest wholesale and retail pipe distribution company, Ota's business plan expertise allowed him to quickly and seamlessly acquire Hawaii's second-largest piping supply company within three months in 2015.

Ota is the incoming National Director, past Hawaii Trustee and Hawaii Chair of the American Water Works Association (AWWA), the group that provides the rules and standards for all drinking water. Ota has also served on the Hawaii State Board of Engineers, Architects, Surveyors, and Landscape Architects and as a past member of the Board of Directors of the Maui Contractors Association.

Through his involvement with AWWA and the Hawaii State Licensing Board, Ota has encouraged continuing education requirements for licensing and personally is committed to continuously training and educating his staff and Hawaii's engineers, landscape architects, farmers, and contractors about new technologies, industry standards, and water conservation.

This deep experience in technical operations, statutory compliance, and training will be crucial to implementing MMMD's operations and safety plan, and ensuring strict adherence to all regulatory requirements and the Department of Health.

Ota married his high school sweetheart and together they are raising two children in Waikapu. As a parent and neighbor, Ota understands the responsibility MMMD will have to the island of Maui, especially its children, to ensure safe operations and to give back to the community. Ota is the past President of "A Keiki's Dream", a non-profit organization which grants "dreams" to children in crisis on Maui. Ota also serves on the Board of Directors for the Alexander and Baldwin Sugar Museum and EO Entrepreneurs Organization. He has also served as a Board Member for Maui Big Brothers Big Sisters.

Ota's commitment to the community doesn't stop with himself, but he also encourages his staff and friends to become involved in the community or industry related organizations. As a result, he has staff members who include the immediate Past President of the Hawaii Chapter, American Society of

Medical Marijuana Dispensary License Application - MMMD, LLC - Maui County

Landscape Architects, a Board Member on the Landscape Industry Council of Hawaii and Hawaii Landscape and Irrigation Contractors Association.

With the AWWA, Ota has become an advocate for sensible laws, regulations, programs and policies that ensure safe and affordable water for the people of Hawaii. He supports sensible and effective measures that protect Hawai'i's irreplaceable drinking water sources and has worked with the various utility companies in Hawai'i to provide high-performing and sustainable business enterprises to ensure long-term excellent service both today and in the long run. His goals are to protect public health, safeguard the environment, and pursue excellence, but only with the highest act of integrity possible. Through his on-going leadership, Ota inspires to foster diversity and value to the Waterworks Industry.

Ota's support to the Landscape Industry Council of Hawaii (LICH) has improved the quality of the landscape environment and promoted the growth of the landscape industry in Hawaii. He has accomplished this through the encouragement and support of research and development conductive to the advancement of the landscape industry, promoting the industry and actively educating its members to improve their knowledge and skills.

As a leader in the industry, Ota has been actively involved in many large projects which have or are shaping Hawaii's future. These water conservation efforts include:

- LEED Projects
- NOAA Inouye Regional Center This world-class facility consolidates NOAA programs and
 operations on the island of Oahu into a single facility on federally-owned property at Ford
 Island. Furnish and train staff on the use of a computerized irrigation system using rain
 catchment and an on-site weather station.
- MCB Kaneohe Child Development Center Furnish and train staff on the use of a weatherbased Smart Control system utilizing drip irrigation on this windward coast military facility.
- Larger Projects awarded to supply Water, Sewer, Drain, and Irrigation infrastructure.
- Honolulu Rail Project (HART's) first two phases and Base yard supplying all the water, sewer, and drain relocation materials (Kapolei to Pearlridge) Awarded the 3rd phase from Stadium to Airport.
- Maui Kahului Airport Maxi-com Water conservation Irrigation
- \$573m redevelopment of Ala Moana Center expansion.
- University of Hawaii -West Oahu
- Howard Hughes Kakaako current 4 towers
- Waikiki International Market Place 360,000 square-foot shopping center
- Aulani Disney Resort
- Ka Makana Ali'l 1.4 million square-foot regional mall West Oahu
- Wailuku Kahului Sewer Directional Force Main replacement
- Kukui'ula Resort Kauai Irrigation, water, sewer, and drain infrastructure

Medical Marijuana Dispensary License Application - MMMD, LLC - Maui County

Ota values his employees as Ohana, and continuously insures their health and safety. That philosophy, supported by the company's core values of being sincerely helpful, team-driven, and respect for all, makes for a positive work experience.

Ota attended Baldwin High School and received his B.A. in Business Finance from the University of Hawaii at Manoa and is a fourth-generation Maui resident. Ota is dedicated to making a positive impact on the island and is confident that this new industry will bring secure jobs to Maui and create opportunities for the local reinvestment of revenues.

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Biography: Shep Gordon

Shep Gordon, Chief Retail Officer for Maui Medical Marijuana Dispensary, LLC (MMMD), will be responsible for overseeing the retail operations of the organization, by driving "best practices" implementation, and executing innovative product and service strategies and initiatives to expand growth.

A Maui resident for over 40 years, Gordon is a successful restaurant operator in Hawai'i who is deeply engaged in the community, creating partnerships to advance the culinary arts in Hawai'i and bring investment and cultural resources to the islands. Maui is proud to claim entertainment producer and star of the documentary "Supermensch" as its own.

Gordon is an experienced restaurant founder, owner and operator, with 40 restaurants to his credit. In Hawai'i, Gordon has owned and managed Outback Steakhouse, Maui Tacos restaurants, Don Ho's Island Grill, Mala Wailea, Mala Ocean Tavern, and Migrant. Gordon's mainland restaurant industry experience includes famous venues such as Carols 'n Charlies, a Hollywood institution for 20 years, as well as Tribeca Grill and Jean-Georges' Spice Market, both in New York City. Gordon has managed several multimillion dollar partnerships in Hawai'i, building an expertise in financial management and operations-skills that will guide MMMD and ensure effective business execution. He also oversaw business operations of internationally-renowned tequila company Cabo Wabo, which he co-founded with rock musician Sammy Hagar.

Through his leadership roles in dozens of successful restaurant ventures nationwide, Gordon gained valuable experience with the highly-regulated food and alcohol industries, which require compliance with local, state, and federal laws. Gordon played a key role in creating the business plans for the restaurants he was involved in, and helped procure liquor licenses for these establishments. Gordon's expertise includes but is not limited to team building/staff training; quality assurance; safety management; customer service; cost containment; policies and procedures; and setting and achieving performance goals.

With a well-earned reputation for generosity, hard work, and fairness, Gordon has made an incredible impact in both Maui's business and non-profit spheres. Gordon's focus on compassionate business has inspired him to lend his expertise to MMMD to provide clinically-certified, prescription medical cannabis to relieve suffering. Aligning his skills with Maui-based horticulturist Howard Takishita and businessmen Ken Ota and Tony Takitani to form MMMD, Gordon is mission-driven to use his expertise financing and running businesses in Hawai'i to help Maui patients.

Gordon was particularly inspired to become involved in a business that aims to help save lives and relieve suffering during his involvement with the American Liver Foundation. Serving on the board opened his eyes to the ways in which advances in medicine can save lives, and he is confident the same positive outcomes for some patients can be seen through medical cannabis treatment.

Gordon is an advocate and leader for the Hawaiian culinary arts. As a founding member of the Hawai'i Regional Cuisine Movement, Gordon helped establish and brand a culinary style that blends the diverse, ethnic flavors of Hawai'i with the cuisine of the world. The development of this unique culinary form has brought international acclaim to Hawai'i restaurants and created yet another draw for visitors. Gordon was inducted into the Hawai'i Culinary Hall of Fame in 1991. Gordon also helps promote Hawaiian chefs,

Medical Marijuana Dispensary License Application - MMMD, LLC - Maui County

giving them worldwide exposure. His proven ability to develop win-win endeavors that benefit all parties typifies Gordon's big-hearted leadership style.

Gordon founded Alive Enterprises and Alive Culinary Resources, highly successful production companies famous for developing and managing the careers of such greats as Alice Cooper, Groucho Marx, Raquel Welch, Luther Vandross, Kenny Loggins, Wolfgang Puck, Emeril Lagasse, Nobu, Daniel Boulud and many others. A visionary talent with a head for business, Gordon has shaped not only blockbuster careers, but also the entertainment and culinary arts industries as a whole with the introduction of novel product concepts and licensing deals. Gordon created the first television production of a music album, the first long-form rock video, and the first concert television series ("Rock and Roll Tonight"), inspiring a new generation of music video and theatrical rock concert productions.

Gordon is also credited with developing the concept of the celebrity chef, which revolutionized the food industry and helped turn culinary arts entertainment and branding into a multi-billion dollar business. A fair but strong negotiator, Gordon has protected and developed a generation of creative artists by strategically monetizing their talent and meticulously executing complex business partnerships and operations.

Gordon also co-founded Alive Films and Island Alive, production and distribution companies that attracted influential filmmakers with a commitment to artistic freedom. Alive Films and Island Alive produced and/or distributed Academy Award-winning Kiss of the Spider Woman, Academy Award-nominated Betty Blue, Marlene and El Norte, Lindsay Anderson's The Whales of August, and 47 other titles. Gordon's career as a serial entrepreneur has proven over and over again that he knows how to launch successful businesses and deliver results. In honor of his achievements, in 2014 the Maui Film Festival recognized Gordon with the Maverick Award for "an individual who has the courage of their convictions and spares no effort to do the right thing to help those whose life's work inspires him."

Gordon uses his vision and influence to bring artistic and cultural resources to Hawai'i. At the request of Masaru "Pundy" Yokouchi, who wanted to bring top tier entertainers to Hawai'i as a draw to keep youth from moving away, Gordon secured and promoted world class talent performances in Aloha Stadium including Michael Jackson, the Rolling Stones and U2. Pundy's dream lives on: this caliber of talent now regularly performs at the Maui Arts & Cultural Center's Yokouchi Pavilion. In 2012, Gordon coordinated the visit of the Dalai Lama to Maui. The Dalai Lama addressed a record-breaking crowd of 10,000 at War Memorial Stadium bringing a message of compassion, forgiveness, and religious harmony and tolerance. Executing these types of large-scale, world-class events requires working with numerous entities, including law enforcement and government officials; complying with noise, land-use (zoning), and other ordinances; and countless other entities to ensure public safety.

Gordon is known as "the Good Shepherd" of the Maui Food Bank. Over 10% of Maui County residents access Maui Food Bank services each year, with 10,000 served each month, data show. For 30 years, Gordon has organized and promoted an annual fundraiser for the Maui Food Bank that has grown into a major revenue source for the non-profit. Originally hosted in his own home and now held at his Wailea restaurant Mala, the event has raised countless funds for Maui's hungry. In the last six years alone, the event has raised enough money to buy 450,000 meals for those without. Gordon is very aware of the overwhelming need on Maui, and makes every effort to apply his skills and talent for the benefit of the island--- and larger Hawai'i--- community.

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Gordon also serves on the board of the Maui Arts & Cultural Center and is a former Board Member for the Maui YMCA. Two of Gordon's four hanai children attended Hawai'i Preparatory Academy on the Big Island and he generously supports the educational mission of HPA as well as Maui Preparatory Academy in Lahaina; Gordon's giving also extends around the world as the coordinating sponsor of the Roger Verge Culinary Scholarship Foundation, and as a board member of The Tibet Fund.

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Biography: Howard Takishita's

Howard Takishita, Chief Production Officer for Maui Medical Marijuana Dispensary LLC (MMMD), will have complete oversight of all production and manufacturing operations pursuant to MMMD's directives.

Takishita is a professional horticulturalist with 37 years of continuous experience owning and operating a successful commercial nursery on Maui. He is the president and owner of Howard's Nurseries, established 1979. He consistently provides top-quality flowers, plants and seeds to major customers including Costco, WalMart, Lowes, Whole Foods, Foodland and Times Supermarket, as well as to local businesses and hotels. Last year, Howard's Nurseries had over \$2 million in sales. He is still servicing original customers from 1979, a testament to the quality of his team's work and his commitment to client service. As the Chief Production Officer for MMMD, Takishita brings his deep commitment to Maui, his impeccable reputation for doing things the right way and his horticultural expertise to the new industry of medical cannabis production.

In addition to his formal training in horticulture at the University of Hawai'i, Takishita has extensive expertise in cultivation, hybridization and food safe production for all phases of a commercial crop. In 1979, Takishita founded Howard's Nurseries. He began raising certified young plants to ship to the mainland and developed a seed business shipping seeds worldwide. Beginning in the mid-eighties, Takishita diversified his business to include interior and exterior plantings for hotel resort sales, potted floral crops and Manoa lettuce. Takishita became an expert in orchid hybridization, food-safe production and bromeliad, anthurium, chrysanthemum, Easter lily and poinsettia cultivation.

Takishita is also at the forefront of horticulture innovation, developing environmentally sustainable growing practices and investing in state-of-the-art facilities to control plant life cycle timing, to ensure consistent and predictable plant yields and to create a zero waste operation. Takishita's 44,000-square-foot, enclosed nursery utilizes best practices developed in the Netherlands and allows for tight control of lighting, ventilation and access while still harnessing the power of the sun. All water used in the nursery is captured, filtered, treated and reused on the 28-acre site. Photovoltaic systems further reduce the impact of operations on Maui's utility grid.

Takishita and his wife, Sandy Takishita, are committed to giving back to the Maui and larger Hawaiian community. Each year, they partner with Foodland and Young Brothers to grow Easter lilies to benefit Easter Seals, an organization that helped Howard when he had Polio as a young child. To date, the effort has raised over \$40,000 for Easter Seals' clients. The Takishitas are committed to continuing to support Maui non-profits.

Howard carries on the family tradition of work on and love for the 'aina. The Takishita Family has over 100 years of combined experience in commercial cultivation here on Maui. Howard's grandparents emigrated from Kumamoto, Japan to Skill Village, Paia sometime in the late 1800's. Howard's grandfather was a carpenter and built plantation camp homes while his grandmother operated a public furo (bath house). After graduating from Paia School in 1927, Howard's father, Masaru Francis Takishita, became a county agricultural agent working to help farmers. He also operated a farm throughout his career and worked as a landscape contractor. He and Howard worked together at the nursery until his death in 2001. He would often point out trees all over Maui that he had cultivated from seed and

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planted. Howard's mother graduated from Mid Pacific Institute in Honolulu and, in addition to managing the family businesses, served as the Executive Secretary for Kula Hospital.

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Biography: Anthony Takitani, JD

Anthony Takitani, Chief Legal Counsel of Maui Medical Marijuana Dispensary LLC (MMMD), will have oversight of the development and administration of policies and procedures which are designed to prevent violations of federal and state laws. As Chief Legal Counsel Takitani has overall compliance responsibility, which includes keeping the other C-Suite members apprised of significant compliance events, and/or changes.

Takitani is a seasoned businessman and former legislator with over 28 years of legal practice experience in Hawai'i. He is the founder and senior partner of the highly respected firm, Takitani, Agaran & Jorgensen, specializing in civil law. Takitani serves as the Chairman of the Board for Hawaiian Host, on the Board of Directors for Maui Land & Pineapple, and as a Regional Board Member for Maui Memorial Medical Center.

As an advisor to the hospital and to companies with agricultural, real estate and retail interests, Takitani brings significant operational and legal experience to MMMD. Through his work with Maui Memorial Medical Center, Takitani has also developed close working relationships with health care leaders and advocates on Maui. Takitani has the regulatory experience, proven business track record, and connection to the Maui medical establishment to ensure MMMD provides safe, patient-centered service in compliance with all regulations established by the Department of Health.

Born and raised on Maui, Takitani graduated from Baldwin High School and the University of Hawai'i at Manoa. After earning his law degree at Southwestern University School of Law, Takitani came home and dedicated himself to public service.

Takitani was honored to serve as a delegate to the 1978 Hawai'i State Constitutional Convention, a watershed event in Hawai'l's legislative history that established balanced budget requirements, created the Office of Hawaiian Affairs, and began an ongoing effort to preserve Hawaiian language, culture and lands. In November 1978, Takitani was elected to the Hawai'i House of Representatives where he served for four years.

Takitani was then privileged to serve as a law clerk for the Honorable Boyd P. Mossman in the Second Circuit Court before moving into private practice. Over the course of his private sector career, Takitani has continued to make contributions to Hawai'i as a public servant, serving as a member of the 2000 Motor Vehicle Insurance Task Force, the 2011 Hawai'i Reapportionment Commission and the 2011 Hawai'i Federal Judicial Selection Commission. Takitani also served on the Board of Directors of the Hawaii Health Systems Corporation in 2001.

Takitani serves as chairman for Hawaiian Host, the Islands' iconic candy company. In his role, Takitani participates in setting long-term goals for the company and ensuring those goals are met. "With more than 15 million boxes of Hawaiian Host products packed each year, Hawaiian Host is the largest manufacturer of chocolate covered macadamias in the world," according to the company's website.

Takitani is committed to safeguarding the best interests of Maui's people in his role with Maui Medical Marijuana Dispensary. Takitani believes MMMD will play a vital role in the Maui healthcare network by safely providing clinically-certified medical marijuana with compassion, as regulated by the state of Hawai'i. As an attorney, community member and parent, Takitani understands the critical importance of

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regulatory compliance and tight inventory and security controls in order to meet the needs of patients while preventing diversion or system abuse.

Takitani cares deeply about Maui and gives his time, talent and treasure to many Maui non-profits. From his work with Maui Memorial Hospital, the Maui United Way, and the Domestic Violence Clearinghouse, to his leadership of the Maui Arts & Cultural Center and Maui United Soccer Club, Takitani helps build and support the organizations on Maui that provide for the entire community. Takitani is committed to reinvesting in Maui and providing high-quality jobs in this new industry.

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Biography: Ashley Takitani Leahey

Ashley Takitani Leahey, Director of Communications and Public Relations of Maui Medical Marijuana Dispensary LLC (MMMD), will be responsible for the strategic marketing plan and programs, brand awareness, name recognition, and event management. Leahey will actively participate in industry events to build relationships, and will also provide direction and lead the organization with media relations. Additionally, she will actively work towards maintaining positive client and organization relationships.

Leahey has a proven track record for public relations success, as evidenced in her present role as leading marketing innovation and project development at Wailuku, Hawai'i-based Sae Design (www.saedesign.com). Among Sae Design's many accomplishments, the firm has been recognized as a member of Hawai'i Advertising Federation, a combination of 80 Pele recognitions, 38 Pele awards, two best of shows, and advertising woman of the year.

Leahey creates and implements strategic marketing plans, leads project management and client relations, coordinates marketing to be consistent with company branding, creates internal company marketing and new business, oversees video production, writing and content development.

Leahey received her BA in business with an emphasis in marketing from Loyola Marymount University (Los Angeles, Calif.) in 2008. She then received her executive MBA from University of Hawai'i at Manoa (Honolulu, HI).

Prior to joining Sae Design, Leahey worked at apparel shop Maui Thing as operations and marketing manager. Growing up in Hawai'i and working with hundreds of Hawai'i-based companies through her involvement with Sae Design and Maui Thing positions her as the ideal Director of Communications and Public Relations for MMMD.

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Biography: Russel T. Yamane, CPA

Russell T. Yamane, CPA, Chief Financial Officer of Maui Medical Marijuana Dispensary LLC (MMMD), develops the financial well-being of the organization by providing financial projection and accounting services, and preparing growth plans.

Yamane graduated from the University of Hawaii in 1977 and obtained his Certified Public Accountant license in 1978. He moved to Maui in 1980 and worked for Coopers & Lybrand for twenty years on both Oahu and Maui. He became a partner in 1993. In 1997 he purchased the Maui office of Coopers & Lybrand. The business is now named Russell Yamane & Associates CPAs, Inc.

Russell Yamane & Associates CPAs, Inc. performs a variety of professional accounting services ranging from conducting audits, review and compilation of financial statements of both profit and non-profit organizations. In addition, he also provides various income tax services ranging from income tax preparation to consultation on income and estate tax structuring. He is also involved with consultation on business mergers and acquisition and litigation support.

Yamane is a member in good standing of the American Institute of Certified Public Accounts and the Hawaii Society of Certified Public Accountants.

He received the United States Small Business Administration Accounting Advocate Award for 1993.

Russell currently is a board member on the Hawaii Health Systems Corporation (HHSC) which has oversight responsibilities for the State run hospitals.

Yamane previously served on the following: State of Hawaii's High Technology Development Corporation (HTDC) Board for eight years, including three years as Chairman; the State of Hawaii's Hawaii Strategic Development Board for four years; Maui Economic Development Board; Maui County Council Boy Scouts of America; Maui Chamber of Commerce; Horizons Academy; Maui Historical Society Bailey House Museum; and Kiwanis Club of Maui.

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Biography: Dustin Shroyer

Dustin Shroyer is an expert in cannabis cultivation who implements best practices to produce the highest-quality medical cannabis. Shroyer has extensive knowledge regarding the design and operation of vertically-integrated medical cannabis operations, and operating in the strictly-regulated medical cannabis market in Illinois.

He was also among the first medical cannabis wholesale providers in the state of Colorado.

Shroyer will serve in the Director of Production and Director of Retail Dispensary Operations roles for Maui Medical Marijuana Dispensary, LLC (MMMD). Shroyer is employed by Revolution Managed Services (RMS), the company chosen by applying entity MMMD to serve as a managed services consultant. He will serve in this role until MMMD hires a local Director of Production and Director of Retail Dispensary Operations, and will assist with the training and development of these employees.

Shroyer's role at RMS as the company's Chief Operating Officer includes but is not limited to overseeing RMS' two 75,000 square feet, state-of-the-art cultivation and laboratory facilities in Illinois, which is one of the most highly-regulated medical cannabis markets in the United States. With a combined 151,050 square feet of production space, RMS is the largest producer of medical cannabis in Illinois.

His commitment to the production of safe, efficacious medicine has helped both facilities achieve compliance above and beyond state requirements. Indeed, both facilities are identified by the Illinois Department of Agriculture as the very best in their territories.

Through Shroyer's guidance, RMS is consistently able to meet Illinois' patient demand. On Nov. 9, 2015, the state's licensed dispensaries were able to first start selling medical cannabis to registered patients and caregivers. RMS helped make this historic moment possible by being one of the first four cultivators in the state to deliver its first batch of product to eight Illinois dispensaries (operated by five companies). The result of Revolution's efforts is that patients had immediate access to cannabis-derived medicine.

In his roles at MMMD, Shroyer will help introduce the same best practices and intellectual property developed in RMS' facilities into the state of Hawai'i.

Prior to joining Revolution, Shroyer designed and built the first clean room cultivation facility in Colorado, and then six more resulting in over 40,000 square feet of cultivation space and the cultivation of more than 150 varieties of medical cannabis.

Shroyer graduated from Texas State University in 2003 with a B.A. in anthropology and business. His anthropology degree focused on physical, cultural, and medical anthropology, inspiring his life's mission to improve health care worldwide. Shroyer applies his passion for protecting the integrity of local cultures while introducing industry best practices to improve overall community wellbeing through his relationships with local leaders, health care professionals, and others.

Following graduation, Shroyer served as manager of his family's olive tree farm. Shroyer then decided to move to a legal cannabis state and apply his knowledge of nursery and retail management to the cannabis cultivation industry.

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Shroyer owned and operated Root Organic, a retail cannabis dispensing center with mind and body therapies, including chiropractic services. Root Organic, in Boulder, Colo., rapidly grew to serve hundreds of patients before it was fully integrated into a store location in 2010. He simultaneously owned and operated a top yoga studio in Denver, Yoga Center, which offered a full line of retail clothing and mind body accessories.

By 2012, Shroyer had merged with a medical cannabis industry leader and increased his cultivation space to over 40,000 square feet. Shroyer's business focused strictly on ultra clean cannabis flower and Co2 extractions. As more states began adopting regulations for medical cannabis, Shroyer started a consulting business in 2012 to service the emerging industry with his knowledge of best practices. Soon he was contracted by American Cannabis Consulting to create cannabis cultivation and extraction plans for clients in multiple states. During his time working with ACC, Shroyer wrote winning cultivation, extraction, refining, cannabis testing, and security plans for clients in the highly restrictive and competitive markets: Connecticut, Massachusetts, Illinois, Minnesota, and Nevada. In addition, Shroyer designed state-of-the-art, lab quality cultivation facilities for each client totaling over 500,000 square feet of growing and lab production space.

In early 2014, Shroyer began writing an operational manual to support license winning clients with the up-start and on-going management of their cultivation and refining facilities. In late 2014, Shroyer came to work full time for RMS.

Shroyer has vast experience with tracking each plant in a harvest in order to maintain tight inventory controls, prevent diversion, and ensure compliance with state regulations and limitations on plant count. Shroyer's knowledge of inventory control systems was attained during his corporate retail experience and experience cultivating cannabis in highly regulated markets. Shroyer has managed multiple retail stores, taught many educational clinics on loss prevention, and overseen multiple inventory audits. Shroyer furthered his knowledge through establishing a corporate loss prevention plan for a chain of seven stores to decrease their store shrinkage by 1.8%.

Shroyer's more than 20 years of retail operational experience extends beyond the cannabis industry and also includes managing stores such as J. Crew and Lululemon. All of his retail experience has involved inventory tracking and keeping loss and shrinkage to a minimum.

Shroyer brings extensive experience with data collection, security, plant, and inventory tracking in the regulated cannabis markets, including utilizing BioTrack in Illinois. He will be available to train and assist cultivation technicians in data collection, loss prevention, and plant and derivative product tracking.

Through his experience owning and managing dispensaries and cultivation facilities since 2010, Shroyer has overseen facilities that have 24-hour security through safety features including but not limited to alarms, video, and locking doors. Both facilities currently under Shroyer's management maintain 24-hour, live surveillance that includes security personnel on site at all times.

Through best practices created by Shroyer, RMS cultivates cannabis in a chemical-free, clean room environment. At no time are pesticides applied to the plant when in flower production. All trim and flower is dried and cured in a controlled environment in order to prevent mycotoxin contamination from molds and fungus. RMS' Standard Operating Procedures (SOPs) explain these cultivation processes in detail.

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Shroyer has been propagating stem cuttings from medical cannabis plants since 2006, successfully producing cloned plants from over 150 varieties of medical cannabis. Shroyer has produced thousands of medical cannabis clones both aeroponically and in rooting mediums such as growing plugs and coconut coir bricks. Shroyer has designed and operated laboratory-grade propagation facilities with strict environmental parameters and advanced propagation techniques, including tissue culture.

Shroyer has successfully bred new varieties that have been incredibly well received by patients using cannabis for nausea, muscle spasms, and pain. In 2014, Shroyer began to design breeding facilities for RMS. Shroyer partnered with a well-respected plant geneticist and analytical chemist to create the most scientifically advanced breeding project for cannabis ever conceived. Between Revolution's two facilities in Illinois, there is a combined 28 breeding rooms and 40, 2,000 square feet cultivation rooms in order to cross breed and then select both chemo type and pheno type varieties that will be highly effective for medical cannabis patients.

Shroyer modeled his cultivation and employee manuals after good agricultural practices. Shroyer knows the utilization of good agriculture practices leads to healthier, happier employees and plants, while ensuring the protection of the end consumer. Shroyer has looked toward regulating bodies for best practices regarding medicinal plant cultivation including the EPA, OSHA, American Herbal Pharmacopeia, USDA Organic guidelines, and The Ministry of Health in the Netherlands.

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Biography: Dr. Daniel Lohse

Dr. Daniel L. Lohse will serve in a Director of Manufacturing role for Maui Medical Marijuana Dispensary, LLC (MMMD). Lohse is employed by Revolution Managed Services (RMS), the company hired by applying entity MMMD to serve as a managed services consultant. He will serve in this role until MMMD hires a local Director of Manufacturing, and will assist with the training and development of this employee.

The Director of Manufacturing is accountable for leading MMMD's manufacture processes. Specifically, he will oversee the preparation, propagation, compounding, conversion, or processing of a substance containing cannabis or its principal psychoactive constituent tetrahydrocannabinol.

His previous experience in pharmaceutical and nutraceutical development will provide a strong background to help RMS obtain their operational and commercial objectives. Dr. Lohse contributed to the commercial and scientific development of new, patentable entities such as cancer therapeutics and nutritional supplements.

He has assisted in starting four laboratories, including procuring and installing equipment.

He developed and validated in vitro, clinical and product development assays; and written documentation, including Standard Operating Procedures (SOPs) for Research and Development departments involving Investigational New Drug (IND) applications to FDA.

He has led project teams and acted act as the principle representative in ongoing drug and nutraceutical development projects. He has written and delivered presentations as well as technical reports, summaries, protocols, and quantitative analyses used in drug and nutraceutical development.

He has generated five successful IND applications for the Food and Drug Administration and approvals of new drug entities. I have secured many professional contacts and am skilled in staff development and departmental training.

During Dr. Lohse's previous employment with biopharmaceutical company TargeGen, he managed a small group of scientists, monitored budgets and generated documents involved in all aspects of cellular and enzyme assay development, high through-put screening, molecular modeling and characterization for use in cancer therapeutics.

Dr. Lohse received his B.S. in both chemistry and mathematics, and a minor in microbiology from Western Illinois University. He then received his Ph.D in medicinal and natural products chemistry.

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Biography: Dr. Howard Pressman

Dr. Howard Ira Pressman will serve in a Director of Medical Education role for Maui Medical Marijuana Dispensary, LLC (MMMD). Pressman is employed by Revolution Managed Services (RMS), the company hired by applying entity MMMD to serve as a managed services consultant. He will serve in this role until MMMD hires a local Director of Medical Education, and will assist with the training and development of this employee.

Dr. Pressman will be responsible for the strategic direction and implementation of medical education programs to support MMMD's goal to provide safe, compassionate care to the patients of Maui.

Dr. Pressman believes it is vitally important for the medical and lay communities to have a broader appreciation of the established and potential value of medical cannabis and to support the removal of current barriers that impede research in this field. He is especially excited about the potential for using medical cannabis to treat a variety of debilitating conditions, including but not limited to post-traumatic stress disorder, with significantly fewer short- and long-term adverse effects compared with current psychotropic medications.

Dr. Pressman received his B.S. from the University of Maryland, College Park, in 1969, and received his M.D. from University of Maryland, Baltimore, in 1973.

His professional training includes: a straight pediatric residency from 1973-1975 at University of Connecticut; a fellowship in behavioral pediatrics from 1975-1976 at University of Connecticut; a general psychiatric residency from 1976-1978 at Georgetown University; and a fellowship in child psychiatry from 1978-1979 at Georgetown University.

Dr. Pressman is board certified with the American Academy of Psychiatry and Neurology, Adult Psychiatry (1980), Child Psychiatry (1982), and is board eligible with the American Academy of Pediatrics (1975).

His teaching appointments include but are not limited to clinical assistant professor of psychiatry and pediatrics at Georgetown University Hospital from 1982-2000 and clinical assistant professor of psychiatry at University of Maryland School of Medicine from 1985-1989.

Dr. Pressman's extensive work experience as the consulting psychiatrist at more than a dozen organizations---including housing and homeless shelters, children community centers, adolescent and family organizations, centers for disabled adults, and more---positions him as not only a compassionate steward of patients, but supports his ability to oversee all professional education activities. Education activities with MMMD shall include ownership over successful participation rates, pre/post metrics tracking, and post education follow ups.

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Biography: Gina Crosley-Corcoran, MPH

Gina Crosley-Corcoran, MPH, is a public health and business management expert with a background in research, project management, and operations within the medical cannabis industry.

Crosley-Corcoran will serve in a Public Health Program Manager role for Maui Medical Marijuana Dispensary, LLC (MMMD). Crosley-Corcoran is employed by Revolution Managed Services (RMS), the company hired by applying entity MMMD to serve as a managed services consultant. She will serve in this role until MMMD hires a local Public Health Program Manager, and will assist with the training and development of this employee.

Crosley-Corcoran will ensure MMMD's ability to meet the needs of qualifying patients, including but not limited to educating patients on how cannabis can be used to assist patients with debilitating medical conditions and about the cannabis and manufactured cannabis products that will be available in the Applicant's retail dispensing locations, and measuring and improving customer satisfaction.

Crosley-Corcoran graduated Magna Cum Laude from Loyola University Chicago with a Bachelor's in Business Management and Organizational Leadership. There she won the 2010 President's Medallion for excellence in leadership, scholarship, and service to the community. Crosley-Corcoran also holds a Master of Public Health in Community Health Sciences and Maternal and Child Health from the University of Illinois at Chicago. There, she engaged in scientific public health research and public health program management as part of her graduate studies.

Crosley-Corcoran's role at RMS includes, but is not limited to, managing operations projects, selecting and implementing technical infrastructure, and leading a team of technical writers as they document procedures, plans, and policies for the company's two 75,000 square feet, state-of-the-art cultivation and laboratory facilities in Illinois. Crosley-Corcoran has been trained and has assisted in every function of the cultivation operations---from the initial propagation of medical cannabis plants to packaging the final product for sale.

Crosley-Corcoran also acts as the Principle Investigator for RMS' analytics division, which conducts observational research on patient experiences with medical cannabis. Recently she designed, created, and implemented a first-of-its-kind study in Illinois to study the effects of medical cannabis in relieving patient symptoms and conditions. MMMD will benefit from this expertise to create its own analytical division to better understand the effects various cannabinoids have on certain debilitating conditions.

Prior to her employment with RMS, Crosley-Corcoran operated her own business in the State of Illinois offering medical copywriting, public speaking, and research consulting services within the maternal and child health space. She also earned certifications as a Childbirth Educator and Birth Doula and attended over 50 births as a labor support assistant. Over her six years of providing direct support to vulnerable patient populations, Crosley-Corcoran developed a passion for engaging in culturally competent patient advocacy, health promotion, and public health planning.

Crosley-Corcoran is HIPAA-trained and certified to act as a company leader in protecting confidential health information for patients. As part of her graduate work, she also passed Institutional Review Board (IRB) training and has expert knowledge in protecting human subjects in research. When designing observational research in Illinois, she took special care to ensure that patient protected health information would either not be collected at all or would be de-identified making it impossible for

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others to connect the patient with their responses. This expertise will help the Applicant maintain confidentiality of a qualifying patient's medical condition, health status, and purchases of cannabis or manufactured cannabis products.

In addition to her responsibilities with RMS, Crosley-Corcoran is a member of adjunct faculty at the Massachusetts College of Pharmacy and Health Sciences where she lectures in the public health graduate program.

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Biography: Bradley Vallerius, JD

Bradley P. Vallerius, J.D. is an attorney focused on best operational practices in the cultivation, manufacture, and dispensing of medical cannabis. Vallerius is In-House Counsel and Director of Compliance for Revolution Managed Services, where he served several essential oversight functions in the construction, opening, and ramp-up of two 75,000 sq. ft. facilities in Central Illinois, specially designed from the ground up for safe, efficient production of cannabis and derived medicines. Vallerius has acquired substantial real world experience applying strict laws and regulations for medical cannabis production, performing vital daily oversight over such areas as inventory tracking, cultivation, manufacturing, packaging, labeling, security, communications, and employment policies. In his capacity as advisor with Revolution Managed Services, Vallerius has accumulated immense specialized knowledge about the laws and regulations of multiple legal jurisdictions and therefore is highly sensitive to best industry standards and practices.

Vallerius has a highly specialized background for understanding the patchwork regulatory environment for medical cannabis in the United States and internationally. He has B.A. in English from Washington University in St. Louis (2003) and acquired several years of professional experience as a journalist writing for a range of audiences and purposes. His career began at River City Group, a Missouri-based company that provided professional services to the fledgling global remote gambling industry, including large annual tradeshows across three continents. Vallerius' primary duty was writing daily news articles tailored for a sophisticated industry audience, covering technology, investment, business, politics and legal news all over the world. Between 2003 and 2008, Vallerius was one of the world's most prolific authors writing about the business and law of online gambling. Studying the strictly regulated remote gambling industry taught Vallerius to focus on the subtle differences of regulations from state to state and country to country.

Vallerius entered law school at St. Louis University in 2008 to pursue a career working to improve American law. He obtained a license to practice law in the State of Illinois in 2012 and chose medical cannabis law as his sole focus in 2013. Vallerius provided a range of services to businesses seeking to understand the competitive licensing application process in Illinois, including municipal relations, zoning, real property searches, and advisory services. Vallerius joined Revolution Managed Services as a fulltime employee in January 2015, and is committed to a long career helping pioneer the science of cannabinoid medicines.

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Biography: Timothy Sutton, CPP, CHPA

Tim Sutton, BA, CPP, CHPA, will serve in a Director of Security role for Maui Medical Marijuana Dispensary, LLC (MMMD). Sutton is employed by Revolution Managed Services (RMS), the company hired by applying entity MMMD to serve as a managed services consultant. He will serve in this role until MMMD hires a local Director of Security, and will assist with the training and development of this employee.

The Director of Security will be responsible for oversight of security systems, and overall facility safety.

Sutton more than 20 years of experience in loss prevention, safety, and security management. He has worked in both operations and administrative capacities for some of the largest and most prestigious regional and international companies. His experience in retail, manufacturing, chemical, public and government housing, schools, and hospitals and their specific safety and security needs has helped build his unique perspective and skill set as a valued employee at Revolution Cannabis.

As the director of corporate security at Revolution Cannabis, Sutton is responsible for any and all security concerns within the company and at all of its facilities. He developed security content for permit applications, designed electronic security systems, and directs physical security programs and departments within all facilities. Sutton will steer the security planning and development of Maui Medical Marijuana Dispensary, LLC in accordance with established security standards and customize their application based upon his extensive security management experience.

Sutton has served as outstate security coordinator, director of loss prevention, director of security, and facility security coordinator in his corporate career. Specifically, Sutton's roles previous to his employment with Revolution include: director of loss prevention and security at Harper Oil Co., a 26 location convenience store company that required 24-hour security monitoring (video, alarm, and access control monitoring); facility security coordinator at Caterpillar, which required 24-hour monitoring of video, alarm, access control, and all fire systems with a 24-hour first responder fire team on staff; night manager responsible for all store operations, including security and loss prevention at National Supermarkets; and responsible for all security and loss prevention in 13 Schnuck Markets locations, all of which were open for retail business 24 hours a day.

In addition to his proven track record of providing instrumental security controls and programming for Revolution Cannabis, Sutton's medical cannabis experience includes providing security consulting services to multiple medical cannabis clients during his employment with Sorensen, Wilder & Associates. Sorensen, Wilder & Associates is a safety and security consulting group, comprised of dedicated professionals with extensive experience in healthcare, educational, governmental, manufacturing, retailing, and the public safety sectors.

Sutton has a Bachelor's Degree in Business Administration with a focus on accounting and finance. Sutton, in corroboration with the Illinois Petroleum Marketing Association, wrote the first draft of Theft of Motor Fuel, and testified before two senate subcommittees of the 96th General Assembly for the eventual enactment of Public Act 094-0700 creating 720 ILCS 5/16J Theft of Motor Fuel as law.

In addition to his extensive security experience, Sutton holds many esteemed certifications and positions on safety-related councils. He is board certified in Security Management (CPP) through ASIS International and Healthcare Protection Administration (CHPA) through the International Association for

Question 1 Addenda

Medical Marijuana Dispensary License Application - MMMD, LLC - Maui County

Healthcare Security and Safety (IAHSS). He sits on the ASIS International Healthcare Security Council and also served on the IAHSS Guidelines Council. He has served as either a working or technical committee member in the development of ANSI security standards including: Workplace Violence Prevention and Intervention; Management System for Quality of Private Security Company Operations – Requirements with Guidance; Conformity Assessment and Auditing Management Systems for Quality of Private Security Company Operations; Maturity Model for the Phased Implementation of a Quality Assurance Management System for Private Security Service Providers; Auditing Management Systems for Risk, Resilience, Security and Continuity Management with Guidance for Application, and is currently a technical committee member for both the Risk Assessment and Investigations standards. Sutton is also an ASIS Chapter 158 past chairman, and current treasurer; is a FBI National Citizens Academy Alumni Association and InfraGard member; and a DHS-IEMA Private Sector Liaison in the State Incident Response Center (SIRC).

The CHPA (Certified Healthcare Protection Administrator) certification also requires tested knowledge of HIPAA and protected health information (PHI) strategies for protection. In his role as Director of Security for Memorial Hospital, Sutton worked closely with the Information Systems Director and the HIPAA Compliance Officer to ensure the protection of PHI throughout all departments. He also participated in annual risk assessments of the systems.

Born and raised in Hawaii, Ken Ota has over 24 years' experience in the Water, Wastewater, and Irrigation industry. Mr. Ota is the owner and President/CEO of Pacific Pipe Company a distributor of engineered construction products for the Civil, Irrigation, Ag, and Golf Industry in Hawaii and Guam. He attended Baldwin High School and graduated at the University of Hawaii Manoa in Business Finance. Mr. Ota has been the past Chair of the Hawaii Section - American Water Works Association and is the incoming National Director. In addition to his commercial experience in the water industry, he continuously trains and educates staff, Engineers, Landscape Architects, Farmers, and Contractors about new technologies, industry standards, and water conservation.

EMPLOYMENT:

Pacific Pipe Company Inc., Owner - President & CEO	2011-present
ISI Hawaii Water Solutions, Owner - General Manager	1992 – 2011

EDUCATION:

Baldwin High School	1987
University of Hawaii Manoa BA Finance	1992

COMMUNITY ORGAINZATIONS AND BOARDS

A&B Sugar Museum, Director

American Water Works Association AWWA, National Association Director

EO Entrepreneurs' Organization Hawaii, Director

Hawaii Section American Water Works Association, former Trustee, Director & Chair

A Keiki's Dream, former President & Director

University of Hawaii Maui College, former Chancellor's Advisory Council

Maui Contractors Association, former Director

State of Hawaii License Board -Engineers, Architects, Surveyors, Landscape Architects, former Chair and Director

Big Brothers Big Sisters, former Director

ASHLEY TAKITANI LEAHEY

EDUCATION

Loyola Marymount University Los Angeles, CA

BA in Business, Emphasis in Marketing, Minor in Studio Art 2008

University of Hawai 'i at Manoa Honolulu, HI

Executive MBA 2013

EXPERIENCE

Sae Design (www.saedesign.com) Wailuku, HI

Marketing Innovation & Project Development 2010 - Present

• Create and implement strategic marketing plans

• Coordinate marketing to be consistent with company branding

• Internal company marketing and new business

Project Management and Client Relations

Video production, writing, content development

Maui Thing (www.mauithing.com)

Operations & Marketing Manager

Manage promotions, events, strategic marketing

• Oversee in-store staff and retail operations

Apparel design, oversee production/design process

Maintain website and social networking

• Creative direction for fashion shows, photo shoots

• Control internal financial statements, budgets

Coordinate bank accounts, company credit cards and payroll

• Buyer, creative direction

CalFirst Leasing Irvine, CA

Account Executive Jan. - Nov. 2009

Managed corporate equipment lease accounts

Offered countrywide leasing opportunities

Assisted in training new employees

Campus Recreation Center

Design, Marketing

Designed promotional items for LMU Sporting/Recreation events

Event photography

Los Angeles, CA

2004-2006

Wailuku, HI

2007 - Present

Purple PR

Fashion PR Assistant

London, England Fall 2006

- Designed samples and maintained merchandise in showroom
- Conducted correspondence of apparel samples for high-end clients
- Account management

COMMUNITY INVOLVMENT

Wailuku First Friday Committee Member, 2009 - present
Wailuku Community Association Board Member, 2012 - present
Maui Fair Entertainment Coordinator, 2014 - present
Book Trust Fundraising Event Committee, present
A Keiki' s Dream Board Member, 2010 - 2015
Hawai 'i Small Business Regulatory Review Board, 2014-2015

Anthony P. Takitani

Experience:

2015 - Present

Maui Land & Pineapple

Board of Directors

2011 - Present

Takitani Agaran & Jorgensen

A Law Partnership

2008 - Present

Hawaiian Host Inc., Chairman of the Board

2004 - Present

Hawaiian Host Inc., Director

2004 - 2011

Takitani and Agaran, Law Corporations

1998 - 2004

Galiher DeRobertis Nakamura Ono Takitani, Law

Corporations, Partner

1989 - 1998

Anthony P. Takitani, Attorney At Law, Sole Practitioner

1988 - 1989

Associate Attorney, Tateishi & Apo

1988

Law Clerk, Honorable Boyd P. Mossman, Circuit Court of the

Second Circuit, State of Hawaii

1978-1982

Member, Hawaii State House of Representatives

1978

Delegate, Hawaii State Constitutional Convention

Education

Baldwin High School, Class of 1973

B.A. Political Science, University of Hawaii at Manoa

J.D. Southwestern University School of Law

Community Service

Present:

Maui County Special Committee on County Governance Chairperson

Maui Memorial Medical Center Regional Board Member

Maui United Soccer Club, President

Pundy Yokouchi Memorial Golf Tournament benefitting the Maui Arts & Cultural Center, Committee Member

Willie K Golf Tournament benefitting Maui Memorial Medical Center, Committee Member

Past:

2012 – 2015 East West Center Board of Governors

2011 - Hawaii Reapportionment Commission

Maui Arts and Cultural Center, Board of Directors

City Bank Helps Maui Golf Tournament Committee Member

Hawaii Federal Judicial Selection Commission

2010 - Governor Neil Abercrombie Transition Team

2004 – 2006 Domestic Violence Clearinghouse Maui and State Board of Directors

2004 – Maui Memorial Medical Center CEO Selection Committee

2002-2008 – Maui Memorial Medical Center Foundation, Inc. Board of Directors

2002-2006 – Maui Memorial Medical Center Management 2002 - Maui Memorial Medical Center CEO Selection Committee

2001-2002 Hawaii Health Systems Corporation, Board of Directors

1998 - 2000 Motor Vehicle Insurance Task Force, Member 1994 - 1996 Maui United Way Distribution Chairman

1990 - 1996 Maui United Way

Professional Membership

Maui County Bar Association

Hawaii State Bar Association

American Trial Lawyers Association

Hawaii Association for Justice

Howard Y. Takishita

Life Objective

Maui is part of me, I am one of its people. My goal was to devote my life to beautify Maui with the very best plants and flowers. I now see my shower trees on the highway to Lahaina, my plumerias in the Wailuku school yards, my gingers at the Maui shopping centers, my pohuehue at the Kahului airport and my poinsettias and tulips in homes across the State. To grow medical marijuana for the people of Maui would be another honor for me...using my skills to help Mauians in yet another way. I will grow safe, clean, affordable and high quality medicine for our Maui patients.

Education

B.A. DOUBLE MAJOR | 1976 | UNIVERSITY OF HAWAII HILO

- · 1st Major: Botany
- · 2nd Major: Tropical Agriculture

Studied extensively with legendary Hawaiian ethnobotanist, Aunty Edith Kana`kaole at the advent of awareness and interest in native Hawaiian plants.

Skills & Abilities

· Budget Management

Create and implement \$1.5M annual operating budget for Howard's Nurseries, Inc.

· Cultivation & Cultivation Management

Seed-To-Sale implementation of growing programs for Retail Supermarkets & Box Stores, construction projects and hotels. Supervise nursery crew on all phases of production.

. Crew Management

Direct teaching, scheduling and supervision of production and nursery crew: farm work, farm repairs, farm maintenance, farm construction, plantings, sprayings, packing and delivery.

Pest and Fertilizer Control & Pest and Fertilizer Management (IPM)
 A State and Federal Pest Management Protocol
 Design, implement, manage and integrate pest control program for all crops, along required State and Federal guidelines.
 Design, implement and manage fertilizer program for all crops.

Maintain our highly regulated "Certified Nursery" status with the Department Of Agriculture, State of Hawaii ...SOH Department of Ag Rules Compliant under Worker's Protection Laws...Federal Labor Law

. Farm Development and Farm Development Management

Created and built 3 successful farms over a nearly 40 year period.

From raw land with no water or other utility lines, structures totaling nearly 232,000 sq.' on 5 TMKs measuring 34 acres, water lines, multiple water storage tanks, and 3 labor housing units were put in place.

. Sustainable and clean growing

Developed a growing system using the latest in computerized environmental systems, recycling of fertilized water and pesticide containment.

. Hybridizing/Multiplication

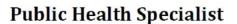
Ability and experienced in hybridizing plants, cloning in laboratory from apical meristem through plant multiplication.

Experience

GROWER AND PRESIDENT | HOWARD'S NURSERIES, INC. | 1976-CURRENT

For nearly 40 years, spearheaded the operation that is Howard's Nurseries, one of the largest commercial nurseries in the State, known for the high quality of its flowers, foliage and trees. Responsibilities included:

- Making all the long-term and day-to-day decisions for the farm. Determined the crop plans and ordering, worked side-by-side
 with crew watering, planting, weeding, and spraying.
- Participating in annual plans for sales, projects, budgets and farm construction.



Career Highlights

- Launched a "first-of-its-kind" research study documenting patient experiences with cannabinoids.
- Managed three complex state applications for the licensing of medical cannabis facilities.
- Developed and currently delivering an MCH course to graduate students in a public health program.
- Performed a 320-hour field practicum as a Program Planner for MCH non-profit in Kansas City.
- Evaluated public health program including data analysis for master's capstone.
- Winner of 2010 President's Medallion for Outstanding Leadership and Service, Loyola Chicago.
- Conducted 2 literature reviews delivering 400 clinical articles for a NYT best-selling author.
- Conducted research on MCH issues for March of Dimes and National Women's Law Center.
- Developed and delivered a professional workshop worth 6 CEUs to MCH professionals

Special Skills

- Project Management
- Business Management
- Research

- Program Planning
- Professional Writing
- Teaching

- Professional Speaking
- Social Media Management

2015

2012

Marketing

Education

• University of Illinois Chicago, School of Public Health Master of Public Health (MPH) Candidate 2015 Community Health Sciences Division, Maternal Child Health Program

• Loyola University Chicago

Bachelor of Arts in Business Management and Organizational Leadership Magna Cum Laude: GPA 3.899

Professional Experience

2015 - Current **ICC Holdings, LLC**

Project Manager

In this role I am the manager of major corporate projects including licensing applications, infrastructure design, and research design.

MCPHS University 2016 - Current

Adjunct Faculty, Public Health

• In this role I am an adjunct faculty instructor in the online public health program specializing in Maternal and Child Health.

Officite/Internet Brands, Inc.

2015 - 2015

Medical Copywriter

In this part-time role I delivered SEO-rich articles on medical topics.

Page 32 of 81

Restorative Exercise, Inc.

2014 - 2015

Research Assistant

- For this project, I conducted a 400+ piece literature review for a NYT Best Selling Author and Biomechanist, Katy Bowman
- I organized all research and citations in Endnote, then printed, bound, and shipped these for her review.

Uzazi Village 2014 - 2015

Program Planner

- For my master's field practicum, I spent 320 contact hours writing and building a program plan for this community doula organization.
- I helped write and develop a community outreach plan
- Delivered a thorough data analysis of implementation and program outcomes

National Women's Law Center

Spring 2014

Research Assistant

• In this volunteer role for coursework credit, I worked with the NWLC to identify an instrument to collect responses from lactation consultants on compliance with the ACA then developed the survey tool.

Illinois Maternal and Child Health Coalition

2012-2013

Research Assistant

• In this role I served as site manager to deliver a survey on early elective deliveries for women in the Western Suburbs. I helped develop the survey tool and performed all the data entry on the responses collected.

Classified Ventures 2006-2009

Product Specialist

- In this role I helped to create banner advertising solutions for our national original equipment manufacturers.
- I worked as a project manager to coordinate between various product stakeholders and lead customer trainings in various cities.
- I also ran data analysis on our products to gauge ROI.

Press/Print

A sample of press quotes/interviews/publications

The Huffington Post "Explaining White Privilege to a Broke White April 2014

Person."

Seal Press Publishing "The Good Mother Myth" – a collection of essays Release Date:

from today's most thoughtful feminist authors January 1, 2014

Huffpost Live Live panelist on Breastfeeding in Public episode April 2013

Additional writing samples available upon request.

Curriculum Vitae

Name:

Howard Ira Pressman

Home Address:

Business Address

Educational Background: B.S., 1969, University of Maryland, College Park M.D., 1973, University of Maryland, Baltimore

Professional Training:

Straight Pediatric Residency, 1973-1975, University of Connecticut Fellowship in Behavioral Pediatrics, 1975-1976, University of Connecticut General Psychiatric Residency, 1976-1978, Georgetown University Fellowship in Child Psychiatry, 1978-1979, Georgetown University

Certifications:

Board Certified, American Academy of Psychiatry and Neurology:

Adult Psychiatry - 1980; Child Psychiatry - 1982

Board Eligible, American Academy of Pediatrics, 1975

Licensure:

State of Maryland, 1974, D17734 State of Virginia, 1979, 0101-31375 District of Columbia, 1981, 12952

Teaching Appointments:

Clinical Assistant Professor of Psychiatry and Pediatrics, Georgetown

University Hospital, 1982 - 2000

Clinical Assistant Professor of Psychiatry, University of Maryland

School of Medicine, 1985 -1989

Professional Memberships: American Psychiatric Association

Maryland Psychiatric Society

American Academy of Child and Adolescent Psychiatry

Child and Adolescent Psychiatric Society of Greater Washington

Work Experience:

8/2015 - Present Consulting Psychiatrist, Hearts and Homes for Youth, Inc.,

Burtonsville, Maryland

8/2013-Present Consulting Psychiatrist, St. John's College, Annapolis,

Maryland

1/2009 - Present Consulting Psychiatrist, National Children's Center,

Washington, D.C.

8/2001 - Present Staff Psychiatrist/Medical Director (1/2005 - 1/2013), Adolescent

and Family Services, Glen Burnie, Maryland

12/1989 - Present Consulting Psychiatrist, Full Citizenship, Inc., Lanham,

Maryland

9/1984 - Present Faculty member, Co-Chair ('89-'91), Washington School of

Psychiatry, Child and Adolescent Psychotherapy Program,

Washington, D.C.

8/1979 - Present Private Practice, Child/Adolescent/Adult Psychiatry

10/1999 - 12/2006Consulting Psychiatrist, Adolescent and Family Growth Center,

Annandale, Virginia

1/1984 - 7/2004Consulting Psychiatrist, Community Services for Autistic Adults

	and Children, Rockville, Maryland
3/1984 - 7/2004	Consulting Psychiatrist, Jubilee Association, Kensington, Maryland
7/1996 - 8/2001	Medical Director, Edgemeade at Focus Point, Crownsville,
	Maryland
7/1991 - 10/1999	Consulting Psychiatrist, Community Systems Inc., Annandale,
	Virginia
3/1981 - 2/1999	Consulting Psychiatrist, National Children's Center, Washington,
0/1007 #/1006	D.C.
8/1995 - 7/1996	Consulting Psychiatrist, Kennedy Krieger Institute, Baltimore, Maryland
2/1989 - 7/1996	Consulting Psychiatrist, Northern Virginia Training Center,
	Fairfax, Virginia
7/1993 - 8/1995	Consulting Psychiatrist, Martin Pollak Project, Inc., Millersville,
	Maryland
3/1989 - 10/1989	Chief Psychiatrist, Georgetown University Model Program,
	Washington, D.C.
1/1985 - 6/1989	Consulting Psychiatrist, Maryland School for the Blind, Baltimore
	Maryland
7/1983 - 3/1989	Director, Psychiatric Services, Maryland Intensive Behavior
	Management Program
1/1980 - 7/1988	Consulting Psychiatrist, Great Oaks Center for the Retarded,
	Silver Spring, Maryland
5/1982 - 7/1983	Consulting Psychiatrist, Southern Maryland Intensive Behavior
	Unit for Sachs Clients, Upper Marlboro, Maryland
4/1982 - 7/1983	Consulting Psychiatrist, Phillips Mental Retardation Unit,
	Crownsville, Maryland
9/1979 - 5/1982	Staff Psychiatrist, The Child Center, Rockville, Maryland
1/1980 - 12/1981	Staff Psychiatrist, Emergency Services Woodburn CMHC,
	Annandale, Virginia
7/1977 - 9/1980	Staff Pediatrician, U.S. Army Health Clinic, Ft. Meyer, Virginia

Timothy Paul Sutton CPP, CHPA

August 2015-present

ICC Holdings, LLC Downers Grove, IL

Revolution Enterprises Director of Security

Responsible for all security matters for all facilities. Provide content for applications into other areas in the industry.

2010-August 2015

CITCA, LLC Bourbonnais, IL

Midwest Integrated Solutions Account Executive, Sr. Systems Engineer

Provide technology-based solutions for: Access Control; Security/Intrusion Detection; Infant Protection; Asset Tracking and Protection; Wander Prevention; CCTV Systems, IP Video Management Systems; anything security related. Design systems and produce drawings for said systems. I have developed a new division for the company in Sustainability offering energy efficient solutions, concentrating in lighting and facility management. Seek and find new technology solutions to offer customers.

Sorensen, Wilder & Associates Security Consultant

Specializing in the Healthcare, Retail, Cannabis and Public Safety sectors for the firm, I conducted Security Vulnerability Assessments for a school system comprised of more than 40

locations. Lead consultant in a Private Security company venture into Illinois. Obtained Private Security Contractor and Private Alarm Contractor licenses in the state of Illinois and passed the Private Detective exam for licensure. Developed security officer training program for private security officers in Illinois. Developed training program for a county courthouse security department in PA in the use of magnetometers and fluoroscopes. I have presented at numerous seminars and facilities on security and safety topics ranging from Violence in the Healthcare Environment at an ASIS Healthcare Security Council Seminar in Memphis, TN to the New Illinois Concealed Carry Law and its Effects on the Emergency Department at the International Risk Managers Association (IRMA) Annual Meeting in IL. I have authored a book review published in Security Management magazine and have been interviewed by both radio and newspaper reporters, including NPR as a subject matter expert (SME) on various security topics. Most recently I was interviewed as an SME for an article on Lobby Security published November 2014 in Security Magazine. I was Security Consultant and Safety and Security Plan content provider for multiple applicants in the Cannabis Cultivation Center and Dispensary permitting process in IL who all have been awarded permits and am currently working with applicants from several other states in their cannabis licensing processes.

2008- October 2012

SECURITAS SECURITY SERVICES USA, INC.

Peoria and Bloomington, IL

Area Project Manager- Bloomington South Branch

Asked by the Area VP Joe Saputo to remain on staff after submitting my resignation in July of 2012, I accepted the role of Area Project Manager implementing technology and plans that I had been developing and deploying as a Branch Manager. In particular, setting up technology for the account I had recently acquired for a community college security department in central Illinois. I also conducted audits for security contract compliance in other areas.

Branch Manager- Bloomington South Branch

Recruited by Brandon Maeglin, Area HR Manager, to move back into the Bloomington, IL office as a Branch Manager responsible for the Springfield, Jacksonville, and Decatur, IL area. I assumed responsibilities for 23 accounts including armed accounts with the Department of

Military Affairs. The opportunity to spread my responsibilities over several different account disciplines while remaining in my hometown appealed to my desire for challenge and variety.

Within a few months in the role I presented a business case for the addition of LiveScan fingerprinting services to our branch office service offerings and successfully implemented this plan. I actively worked to develop and expand mobile patrol services within my geographic area of responsibility and procured a vehicle at no expense. I also have added video verified alarm services to an existing account as a solution to detect intrusions leading to copper theft at a defunct chemical plant. I recently added and installed tour confirmation systems to two locations for quality control of security services provided.

I have managed my portfolio to budget and have met or exceeded goals set for increasing revenue not only through expansion of services, but through reduction in costs and expenses.

Facility Security Coordinator- Global Enterprise Solutions Division

Recruited by Glenn First, Peoria GESD Branch Manager, to assume the role of Facility Security Coordinator directly responsible to the Facility Security Manager to bring leadership to the 1032hr contract account at the Decatur Caterpillar site, a manufacturing plant covering over 351 acres of land with 2.8 million feet under roof. There are approximately 5,600 persons assigned to the facility and with contractors, visitors, and travelers from other facilities the number of people rises to 6,000 in a 24 hour period.

Immediately after assuming this role, I reviewed and revised all SOPs and Work Instructions and created Post Orders. I volunteered to assist in a work stoppage security team at the Roquette America plant in Keokuk, IA, in an effort to gain experience and assist Caterpillar Decatur in contingency planning and possible work stoppage in 2011. I assisted the Facility Security Manager in Contingency Planning to include conducting Security Surveys and Vulnerability Assessments for plant management. I conducted several training sessions as part of continuing training with a dual purpose of readying the security department for a work stoppage. I also assisted the Facility Security Manager in training the Caterpillar Observer team consisting of Caterpillar management. I assumed all responsibility for the management of the Incident Report database including reviewing and updating all incident reports. Most notably, I continuously shared management philosophies and concepts with all security personnel and worked with the command staff to continually improve the service provided Caterpillar and to further develop the

leadership of the department while managing a 1032hr account. I converted a reporting spreadsheet to a form with drop down menus and click to enter time macros and utilized it as a Computer Aided Dispatching (CAD) interface in the Command Center increasing efficiency, creating data for reporting, and eliminating paper.

Account Manager- Hospital Security Director

Recruited by Anthony Haney, Area Business Development Manager in 2007, to manage the transition from a proprietary hospital security department to an 850hr contract account as the account manager and Security Director at Memorial Medical Center, a 542 bed regional hospital in Springfield, IL.

Having filled proprietary security roles for 14 years, a dual role as the Security Director at Memorial and Account Manager for Securitas was as challenging and rewarding as I had hoped. The hospital security officers who were transitioned were kept whole in their compensations including PTO and generous health benefits. With an expectation of losses for at least 24 months, I managed the account to profitability in the 3rd month and every month thereafter while simultaneously managing the hospital's security department budget of \$1.3M to a reduction in expenses of 8%.

This profitability was not as a result of reducing security, quite the contrary. I convinced leadership that I needed to have a role in all new employee orientations where I instilled the notion that every employee must become a willing participant in the safety and security of themselves and others. I asked for inclusion in meetings for facilities planning and demonstrated how my participation in the planning of remodels and new construction ensured security and safety risks were identified with options presented for their mitigation. I created a program where staffs from the Emergency, Neurology, and Psychology Departments as well as all Medical Students were trained by the Security Department in the MANDT de-escalation technique reducing the number of calls for assistance from Security in these units.

I brought with me knowledge of security systems and identified numerous shortcomings in system designs and administration practices affecting accountability and risk. Access Control, Key Accountability, Infant Monitoring, and CCTV Systems were all reviewed and modified and upgrade projects were designed. Electronic dispatching and reporting software was

implemented. I discussed all of these while representing the hospital in a Joint Commission survey and received praise from the Environment of Care surveyor.

As a senior member of the International Association for Hospital Safety and Security (IAHSS) and a member of their Guidelines Council, I made it a condition of employment for all officers to become a Certified Hospital Security Officer and qualified the department for the Department of Distinction Award from IAHSS. Board certification in Security Management as a Certified Protection Professional (CPP) from the American Society for Industrial Security (ASIS) and my position as a member of the ASIS International Hospital Security Council has allowed me to collaboratively author a white paper on Hospital Violence and be a workgroup member in the development of the American National Standard: Workplace Violence Prevention and Intervention. Incorporating into the hospital the wealth of knowledge from these two organizations has led to other hospitals calling for benchmarking data.

October 13th, 2010, I presented "Aggression Management in the Health Care Environment" at the 56th Annual ASIS International Seminar in Dallas and was approached by a publisher to discuss authoring a book on hospital security.

2001-2007

HARPER OIL COMPANY, INC.

Springfield, IL

Loss Prevention Director

Recruited by Patrick Ketchum, HR Director in 2001, to investigate losses and consult on loss prevention on an as needed basis for the 26-unit convenience store operation spread throughout Illinois. After a year of investigations leading to numerous interviews and arrests, Chris Sommer, CEO and President, recruited me to create a Loss Prevention department for the company as a full time Director.

A few months into my new role I determined the company auditor was not physically counting inventory and was presenting made-up audit numbers. After terminating the auditor I personally oversaw a contracted audit team and physically participated in all audits. After fresh audits had been performed a shrink level was established. The end of the following year yielded a 2% reduction in losses effectively adding more than \$1M to the bottom line.

Losses from inventory were managed to this level for my entire tenure. Losses from fuel, however, increased tremendously as gasoline prices more than doubled and theft of fuel (drive-offs) was not only more frequent but also were more costly per incident. I had successfully lobbied for the installation of intrusion alarms and limited CCTV systems at all locations, however, I was not successful in lobbying for the installation of CCTV on the gas pumps.

Having a difficult time with prosecution for these fuel thefts under existing law, I drafted a new law, 720 ILCS 16/5 J-5 and amended the vehicle code 625 ILCS 5/6-205.2 creating THEFT OF MOTOR FUEL. With the help of the Illinois Petroleum Marketers Association (IPMA) I gained a sponsor in the Illinois House of Representatives and testified before both House and Senate subcommittees eventually gaining ratification into law effective June 01, 2006.

1995-2002

SCHNUCKS MARKETS, INC.

St. Louis, MO

Out-state Security Coordinator

Schnucks purchased national Supermarkets in 1995 and I stayed on in the Security Department. Schnucks is a family owned supermarket operation with 118 stores throughout metro St. Louis, Illinois, Wisconsin, Indiana, Iowa, Tennessee, and Mississippi. After 1 year as a Loss Prevention Representative, I was promoted to Out-State Security Coordinator, responsible for any and all security and loss prevention concerns in 14 locations outside of metro St. Louis spanning from Janesville, WI to Evansville, IN.

While maintaining a ratio of apprehensions to hours worked on the sales floor of less than 2:1, earned OUTSTANDING ratings on all areas of performance appraisals. I hired and trained LP Reps, several of which are still with the company. I redesigned the LP Training Manual adding photos and content as a self-assigned updating assignment and created a computerized reporting system and centralized database including photos of offenders that eliminated paper reports, copies, and Polaroid photos reducing costs by approximately \$6/apprehension. Suggested several upgrades in technology in the CCTV systems and designed alarm and CCTV systems for new store construction projects under my jurisdiction.

1987-1995

NATIONAL SUPERMARKETS

St. Louis, MO

Bagger, Checker, Stocker, Night Manager, Store Detective

National Supermarkets was a supermarket operation with approximately 40 stores in the metro St. Louis area and Illinois. I started working part-time as a bagger while in college. The store I was hired in closed in 1988 and I transferred to another location in Springfield where I remained until Schnucks Markets, Inc bought the company.

My most significant accomplishments while with National are the promotions from bagger to checker to stocker to night manager and eventually leaving the union and going company as a store detective. While in the position of night manager for 2 years I was responsible for all store operations from 11PM-7AM, which entailed managing a 30,000ft² store with pharmacy, bakery, meat, deli, grocery and general merchandise departments and approximately 150 employees.

EDUCATION: American Intercontinental University

Bachelor of Business Administration-Accounting and Finance

Degree Awarded April 22, 2006 Summa Cum Laude

PERSONAL: Born October 25, 1967

Married, 2 children

AFFILIATIONS: Member of ASIS International (formerly known as: The American Society for

Industrial Security)

-Chapter Treasurer 2007, 2008, 2009, 2013, 2014, 2015, 2016

- -Chapter Vice-Chairman 2010
- -Chapter Chairman 2011, 2012
- -Member of the ASIS International Healthcare Security Council 2009-2015
- -Member of the ASIS International and Society for Human Resource Management Committee for the joint development of Workplace Violence Prevention and Intervention American National Standard 2009, 2010, 2011
- -Technical Committee Member of ASIS International Management System for Quality of Private Security Company Operations – Requirements with Guidance Standard (PSC.1); Conformity Assessment and Auditing Management Systems for Quality of Private Security Company Operations Standard (PSC.2); and Maturity Model for the Phased Implementation of a Quality Assurance Management System for Private Security Service Providers (PSC3).

- -Working Group Member of the ASIS International Auditing Management Systems for Risk, Resilience, Security and Continuity Management with Guidance for Application Standard.
- -Technical Committee Member of both the ASIS International Risk Assessment and Investigations Standards.
- -Asset Protection Course I & II completed 2008
- -Alan J. Cross Award Recipient 2009
- -board certified in Security Management (CPP)
- -presented "Managing Aggression in the Health Care Setting" at the ASIS International 57th Annual Seminar in Dallas, 2010

Senior Member of IAHSS (The International Association for Healthcare Security & Safety)

- -Member of the IAHSS Guidelines Council and ASIS Liaison 2009, 2010
- -IAHSS Basic, Advanced, and Supervisor Certified (CHSS) 2008
- -board certified Healthcare Protection Administrator (CHPA)
- IEMA -Private Sector Mutual Aid Resource Network Liaison for the SIRC (State Incident Response Center) 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016
- FBI -Graduate of the FBI National Citizen's Academy Class of 2011
 - -Member FBI NCAAA (NCA Alumni Association)
 - -Member InfraGard since 2010

CERTIFICATES: John E. Reid & Associates

The Reid Technique of Interviewing and Interrogation and Advanced Course in The Reid Technique of Interviewing and Interrogation

MANDT de-escalation training and certification

Crisis Incident Stress Management (CISM) 14 training hours

DHS Surveillance Detection for Commercial Operators 24 training hours

IDPFR –Permanent Employee Registration Card (PERC) 20hr -Completed 20hr Fire Arms Training for FCC

FEMA -100.HC Introduction to the Incident Command System for Healthcare/Hospitals

- -200.HC Applying ICS to Healthcare Organizations
- -ICS 300, 400
- -Command And General Staff For Local Incident Management

9-TIMOTHY P. SUTTON

LICENSES:

PERC Permanent Employee Registration Card with the state of Illinois, obtained after 20 hour basic security course and test. License number 129308309

FCC Firearm Control Card with the state of Illinois obtained after completion of 20 hour firearm training, testing, and qualification on the range, license numbers: 229074153 and 230122284

Private Security Contractor – Licensed with the State of IL. License number 119001404

Private Alarm Contractor – Licensed with the state of IL. License number 124001885

Private Detective – Licensed with the state of IL. License number 115002479

Certified United States Concealed Carry Association (USCCA) Firearms Instructor #3808-400822

State of IL Concealed Carry Firearm Instructor # CCT14B162

MARIJUANA DISPENSARY LLC

Business Plan Overview

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EXECUTIVE SUMMARY

With deep Maui roots and strong community ties, Ken Ota, Shep Gordon, Anthony Takitani, and Howard Takishita decided to form Maui Medical Marijuana Dispensary, LLC (MMMD) to provide qualifying patients in Maui with ultra clean, natural, consistent, and accurately dosed medicines. To achieve this goal, MMMD is vying for a medical cannabis dispensary license in order to produce, manufacture, and dispense cannabis and manufactured cannabis products in the County of Maui.

MMMD is comprised of native Hawaiian business leaders, with an established record of accomplishments in a variety of industries, ensuring MMMD's ability to provide safe, compassionate care to qualifying patients. MMMD appreciates the vital role Hawai'i is playing in the rapidly evolving national medical cannabis landscape through the thoughtful creation of the Medical Marijuana Registry Program. MMMD is well positioned to be a key member of the Aloha State's medical cannabis industry.

In addition to MMMD's Chief Executive Officer Ken Ota, Chief Retail Officer Shep Gordon, Chief Legal Counsel Anthony Takitani, JD, and Chief Production Officer Howard Takishita, MMMD is comprised of Chief Financial Officer Russell Yamane, CPA, and Director of Communications and Public Relations Ashley Takitani Leahey, MBA.

MMMD's many successful commercial ventures on Maui comply with local, state, and federal laws, providing the company's leadership with extensive regulatory compliance and operational experience. These enterprises span the water, wastewater, and irrigation industry; horticulture; food and alcohol industries; and providing legal counsel and/or serving as an advisor to the local hospital and to companies with agricultural, real estate and retail interests.

In addition, MMMD will leverage Revolution Managed Services (RMS) six years of experience in regulated cannabis industries, including being one of the first licensed cultivators to bring safe, high-quality medical cannabis products to market under Illinois' strict timeline and regulatory framework. MMMD selected RMS following a thorough review of cannabis managed service consultants, having found RMS to have the integrity, credentials, and values that best align with MMMD's mission and vision.

RMS's comprehensive experience includes operating two technologically superior cannabis cultivation and laboratory facilities in the strictly regulated Illinois medical cannabis industry. With this knowledge, RMS will assist MMMD through its training and development of staff through written standard operating procedures that meet and exceed the requirements of HRS Chapter 329D and HAR §11-850, which reflect the best standards of pharmaceutical and manufactured product industries.

MISSION STATEMENT

MMMD's mission kuleana (responsibility) is to serve the County of Maui as a community partner through the development of outreach initiatives that educate the public regarding the science of cannabis and its medicinal risks and benefits; and mālama (preserve) Maui's natural and cultural treasures through an environmentally-friendly, scientific-based approach to medical cannabis production, manufacturing, and retail.

VISION

MMMD's vision is that qualified patients have access to ultra clean, accurately-dosed, natural medicines, and medical cannabis businesses bring increased health and prosperity to the County of Maui.

BUSINESS OBJECTIVES

Upon award of a license, meeting the requirements of HAR §11-850-32, and satisfying the Department of Health inspection, MMMD will commence cultivation operations within a pre-existing prefabricated building, which is attached to the main (first) production center on the proposed premises. This initial production space will be utilized for operations while improvements are being made to the main production center in order to provide cannabis medicine to qualified patients in a timely manner. The attached prefabricated building is secure, enclosed, compliant with Department regulations per HAR §11-850-32, and will be ready for approval to produce and manufacture medical cannabis by May 15th, 2016. This will provide for an initial harvest and distribution of approximately 20 pounds of safe and consistent cannabis medicine as early as August 29, 2016.

MMMD will also commence improvements on the main production center upon licensure (April 15th, 2016), with the goal of being approved for operation by August 16th, 2016. Within the main (first) production center, MMMD estimates the ability to meet qualifying patient demand with 3,000 medical cannabis plants. Furthermore, MMMD will commence improvements on its two retail dispensaries upon licensure, targeting operational approval by July 15th, 2016. Because product will not be ready at this time, MMMD will open one or more of its two retail dispensaries for educational purposes on July 15th, and begin retail dispensing medical cannabis by August 29th, 2016.

To ensure the efficient, effective and safe execution of its medical cannabis dispensary operations, MMMD leaders have contracted with RMS after identifying them as the premier pharmaceutical-grade cannabis dispensing company in the nation. RMS has been selected as MMMD's industry consultant for their ability to produce and manufacture medical cannabis with small-batch quality on a large scale, while maintaining complete compliance with OSHA, FDA, EPA, GAP, GHP, and cGMP. RMS will provide key team members to play intermediate roles, by continuously training staff in order to mitigate learning curves, and offer medical grade cannabis to patients according to proposed timelines.

RMS, MMMD's industry consultant, manages two of eighteen production and manufacturing licenses in Illinois, one of the nation's most highly regulated states, successfully operating more than 150,000 square feet of state-of-the-art facilities. In addition to being able to produce and manufacture more than 12,000 pounds of pesticide-free medical cannabis, RMS's production centers include full laboratories with extraction, formulation, analytical and tissue culture capabilities used to manufacture pharmaceutical-grade medicines and advance the medicinal chemo-types of cannabis.

OBJECTIVES:

- Open and operate a patient-centric retail dispensary in Maui
- Produce and manufacture the cleanest, pharmaceutical-grade medical cannabis and derived products
- Advance medical cannabis research and development to better understand specific cannabinoid effects
- Educate patients about the potential benefits and risks of medical cannabis
- Promote the Aloha Spirit in every detail of operations
- Mālama (preserve) Maui's natural and cultural treasures

PRODUCT STRATEGY

MMMD will manufacture the highest-quality cannabis products pursuant to § 11-850-72. These products include capsules, lozenges, pills, oils, and oil extracts, tinctures, ointments, and skin lotions.

MMMD also understands the State of Hawai'i's Department of Health regulations that promote a smoke-free environment. All cannabis inflorescence packaging will reflect the labeling requirements set forth in in § 11-850-92.

RESEARCH AND DEVELOPMENT

The long-standing scientific methods and arduous research, traditionally employed in the pharmaceutical industry, are now being employed in the medical cannabis community. Utilizing the latest peer-reviewed, published research as well as analytical test results from medical cannabis flowers, MMMD can focus its efforts on connecting safe and consistent strains with measurable patient results to provide qualified Hawaiian patients with relief from debilitating symptoms and conditions.

MMMD not only understands the rapidly evolving cannabis market, but is applying its expertise to pioneer a new and necessary cannabis industry model that is driven by science and research. MMMD is dedicated to advancing cannabinoid science through the development of state-of-the-art production and manufacturing centers, and MMMD retail dispensaries that provide a welcoming and educational atmosphere.

MMMD's focus on purely medicinal cannabis means it has very limited true competition. Most of the nation's top consultants come from loose recreational markets where little time and money is spent understanding cannabinoid science.

Unlike many other cannabis cultivators, MMMD will utilize advanced breeding and laboratory programs in its production centers designed to rapidly increase medicinal product efficacy, purity, and constancy of dose. MMMD will target specific, high value molecules (among the plethora of >400) contained in cannabis and engaging in high throughput strain engineering to make strains containing higher and maximized amounts of these valuable molecules for subsequent use in medical applications. This will be done both internally and in joint development with partner corporations having applications expertise in the aforementioned areas.

MMMD will develop novel and more effective therapeutics derived from cannabis and novel or more effective delivery devices for these therapeutics. This will be done both internally and in joint development or collaboration with leading academic and government medical researchers at prominent organizations including the National Cancer Institute, National Science Foundation, U.S. Food and Drug Administration and many others.

MMMD believes it is both an opportunity and a responsibility to immerse each medical cannabis patient inside a comforting, sensory, customer experience. Providing knowledge and new industry developments as they evolve, pictorially and graphically, will educate patients and dispensary agents simultaneously, promoting a more stimulating and informative patient experience.

Akin to successful, positive retail experiences like those created in the Apple Stores and Starbucks, patients will be made comfortable by a welcoming environment, by friendly and knowledgeable staff (for whom no question is too small), and the sense that they can find the highest quality products to serve their personal needs. This level of customer service is precisely the quality and direction MMMD will build into the planning and ethos of its retail dispensaries.

EDUCATIONAL FOCUS

MMMD owners are confident in its skilled and capable team's ability to execute upon and accomplish its goals as a responsible partner in serving the community, to educate the public regarding the science of cannabis and its medicinal risks and benefits, and to best assist patients with Department-approved debilitating qualifying conditions. MMMD's founders operate their existing businesses with the philosophy that their employees are their ohana (family) and consistently engage in efforts to promote the health, safety and welfare of employees, and this same philosophy will permeate MMMD's medical cannabis operations.

MMMD is committed to hiring locally, and is especially committed to hiring those laid off by Alexander & Baldwin Inc. for positions at its production center. MMMD understands the devastating impact the closing of Hawaii's last large-scale sugar operation will have on Maui residents, and is eager to assist as much as possible.

MMMD team members consistently promote and mālama (preserve) the integrity of Hawai'i's culture, residents, and natural habitat through their wide-sweeping business and charity endeavors, and will continue to do so through their environmentally-friendly and scientific-based approach to medical cannabis production, manufacturing, and retail. MMMD's leadership has established strong working relationships with the Maui medical community and local stakeholders to ensure its products best serve the island's qualifying patients and larger community.

MARKETING STRATEGY

MMMD will develop a comprehensive community outreach plan, which reflects the company's dedication to educating qualifying patients about the risks and benefits associated with medical cannabis use. All efforts will adhere to the guidelines set forth in § 11-850-93 to ensure MMMD is not engaging in advertising in any media, including but not limited to: broadcast or electronic media and print media.

MARKET ANALYSIS

MMMD performed months of due diligence assessing current and forecasting future medical cannabis market conditions in Maui County, Hawaii. Based on this research, the team has produced a comprehensive market analysis and pro forma to identify qualifying patient demand, and establish a strategy to produce a supply of medical cannabis sufficient to meet the needs of qualified patients.

Hawai'i Gov. David Ige signed HB 321 into law in July 2015. The law allows for eight companies to start dispensaries, which can begin selling medical cannabis to registered patients by November 2016. Under the measure, Hawaii will license eight companies to cultivate and sell cannabis. Each licensee will be allowed to open two production centers with up to 3,000 marijuana plants and two retail locations.

Based upon conservative estimates, MMMD estimates the patient population in Maui will be 2,445 at the end of the fourth quarter of 2017, increasing at a rate of 1.5% until Hawai'i begins to allow for visitors to the island with a medical cannabis card from another state to also purchase medical cannabis at the first quarter of 2018. At the end of the fourth quarter of 2018, MMMD anticipates the island will have 4,614 qualifying patients, and the patient population will continue to grow at a rate of 2% through the fourth quarter of 2019.

Provided that Hawai'i allows for eight licenses to operate vertically-integrated medical cannabis operations, with two of those being awarded on Maui, MMMD's patient projections also account for the Company having 50% of the market share (See chart below).

REVENUE													
QUARTER	Q4 2016	Q1 2017	Q2 2017	Q3 2017	Q4 2017	Q1 2018	Q2 2018	Q3 2018	Q4 2018	Q1 2019	Q2 2019	Q3 2019	Q4 2019
Annual Maui Visitors	2,000,000	2,020,000	2,040,200	2,060,602	2,081,208	2,102,020	2,123,040	2,144,271	2,165,713	2,187,371	2,209,244	2,231,337	2,253,650
Reciprocity Medical Card Holders Rate Monthly Visitation Patient Population		-	-			0.75% 1,314	0.75% 1,327	0.75% 1,340	0.75% 1,354	1,823	1,841	1,859	1,878
Local Maui Population		163,000	163,000	163,000	163,000	163,000	163,000	163,000	163,000	163,000	163,000	163,000	163,000
Local Maul Adoption Rate Total Local Patient Population	1,630	1,630	2,038	1,25% 2,098	1.50% 2,445	1.50% 2,445	2,853	2,853	3,260	2.00% 3,260	3,260	2.00% 3,260	2,00% 1,260
Monthly Visitation & Local Patient Pop.	1,630	1,630	2,038	2,000	2,445	3,759	4,179	4,193	4,614	5,083	5,101	5,119	5,130
Company Maui Market Share	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
# of Company Patients		815	1,019	1,019	1,223	1,879	2,090	2,096	2,307	2,541	2,551	2,560	2,569
Monthly Consumption Per Patient (LBS)	0.09375	0.09375	0.09375	0.09375	0.09375	0.09375	0.09375	0.09875	0.09375	0.09375	0.09375	0.09375	0.09375
Monthly Patient Demand (LBS)	76	76	96	96	115	176	196	197	216	238	239	240	241
Retail Price Per Found (LBS)	\$ 5,200	\$ 5,200	\$ 5,200	\$ 5,200	\$ 5,200	\$ 5,200	\$ 5,200	\$ 5,200	\$ 5,200	\$ 5,200	\$ 5,200	\$ 5,200	\$ 5,200
Quarterly Flower Revenue	6 1101000	\$ 1,191,998	4 1 400 000	6 1,400,022	5 1797 906	£ 2.748.505	4 3 255 105	4 3 565 666	6 2 272 634	£ 3.716.804	6 3 730 133	5 3 743 596	\$ 3,757,193
Quarterly Derivative Product (Oil) Revenue		\$ 246,456	\$ 300,070	\$ 300,070	5 369,684	\$ 568,325	\$ 631,925	\$ 633,000	5 607 572	\$ 768,521	\$ 771,277	\$ 774,060	\$ 776,672
Quarterly Revenue		\$ 1,438,394	\$ 1,797,992	\$ 1,797,992	\$ 2,157,590	\$ 3,316,920	5 3 688 112	\$ 3,699,821	\$ 4,071,246	5 4 485 325	\$ 4,501,410		\$ 4,534,065

FINANCIAL STRATEGY

MMMD is well capitalized and fully prepared to commence vertically-integrated operations as quickly as possible upon receiving a medical marijuana dispensary license in the County of Maui. MMMD is formed and managed by a group of successful Hawaiian entrepreneurs and professionals whose substantial aggregate net worth and access to financial resources assures the future financial stability of the business. MMMD has performed deep due diligence and research on the medicinal cannabis industry, which has informed its financial modeling framework and strategy to ensure that the business will be properly funded and operated in a financially prudent and consistent manner. With experience operating dozens of companies for over four decades - including but not limited to Pacific Pipe Company, Howard's Nursery Inc., Migrant, and Alive Enterprise - MMMD has the knowledge to create and implement appropriate financial plans to ensure successful business operations.

BOARD OF DIRECTORS

The MMMD leadership team is comprised of Chief Executive Officer Ken Ota, Chief Retail Officer Shep Gordon, Chief Legal Counsel Anthony Takitani, JD, Chief Production Officer Howard Takishita, Chief Financial Officer Russell Yamane, CPA, and Director of Communications and Public Relations Ashley Takitani Leahey, MBA.

BUSINESS HISTORY, BACKGROUND, AND OBJECTIVES

MMMD's business expertise is best illustrated via the founders' extensive background in industries that have a positive and profound impact both on and beyond the County of Maui.

Chief Executive Officer Ken Ota

Ota has over 24 years' experience in the water, wastewater, and irrigation industry. His work with industry regulatory boards and his experience complying with the complex regulatory requirements of federal, state and private construction projects, business operations, and real estate development demonstrate his operational compliance qualifications.

He is the owner and President-CEO of Pacific Pipe Company, a distributor of engineered construction products for the civil, irrigation, agriculture, and golf industry in Hawaii. Client projects have included the county water/wastewater treatment plants, military bases, master plan communities, and other residential, commercial and resort projects. With 38 employees, 320 manufactures, and over 3,200 customers, Pacific Pipe's success is a testament to his operational expertise and entrepreneurship.

Pacific Pipe Company currently is operating out of a 26,000 square foot office/warehouse with 130,680 square feet of yard storage in Oahu. In May 2015, Ota purchased a 2-1/2 acre property at Maui Business Park, to expand his firm on Maui. Ground breaking of this new 24,000 square foot office/warehouse campus is expected to begin in the first quarter of 2016. Already an owner of Hawaii's largest wholesale and retail pipe distribution company, Ota's business plan expertise allowed him to quickly and seamlessly acquire Hawaii's second-largest piping supply company within three months in 2015.

Ota is the incoming National Director, past Hawaii Trustee and Hawaii Chair of the American Water Works Association (AWWA), the group that provides the rules and standards for all drinking water. Ota has also served on the Hawaii State Board of Engineers, Architects, Surveyors, and Landscape Architects and as a past member of the Board of Directors of the Maui Contractors Association.

Through his involvement with AWWA and the Hawaii State Licensing Board, Ota has encouraged continuing education requirements for licensing and personally is committed to continuously training and educating his staff and Hawaii's engineers, landscape architects, farmers, and contractors about new technologies, industry standards, and water conservation.

This deep experience in technical operations, statutory compliance, and training will be crucial to implementing MMMD's operations and safety plan, and ensuring strict adherence to all regulatory requirements and the Department of Health.

Chief Legal Counsel Anthony Takitani

Takitani is a seasoned businessman and former legislator with over 28 years of legal practice experience in Hawai'i. He is the founder and senior partner of the highly respected firm, Takitani, Agaran & Jorgensen, specializing in civil law. Takitani serves as the Chairman of the Board for Hawaiian Host, on the Board of Directors for Maui Land & Pineapple, and as a Regional Board Member for Maui Memorial Medical Center.

As an advisor to the hospital and to companies with agricultural, real estate and retail interests, Takitani brings significant operational and legal experience to MMMD. Through his work with Maui Memorial Medical Center, Takitani has also developed close working relationships with health care leaders and advocates on Maui. Takitani has the regulatory experience, proven business track record, and connection to the Maui medical establishment to ensure MMMD provides safe, patient-centered service in compliance with all regulations established by the Department of Health.

Born and raised on Maui, Takitani graduated from Baldwin High School and the University of Hawai'i at Manoa. After earning his law degree at Southwestern University School of Law, Takitani came home and dedicated himself to public service.

Takitani was honored to serve as a delegate to the 1978 Hawai'i State Constitutional Convention, a watershed event in Hawai'l's legislative history that established balanced budget requirements, created the Office of Hawaiian Affairs, and began an ongoing effort to preserve Hawaiian language, culture and lands. In November 1978, Takitani was elected to the Hawai'i House of Representatives where he served for four years.

Takitani was then privileged to serve as a law clerk for the Honorable Boyd P. Mossman in the Second Circuit Court before moving into private practice. Over the course of his private sector career, Takitani has continued to make contributions to Hawai'i as a public servant, serving as a member of the 2000 Motor Vehicle Insurance Task Force, the 2011 Hawai'i Reapportionment Commission and the 2011 Hawai'i Federal Judicial Selection Commission. Takitani also served on the Board of Directors of the Hawaii Health Systems Corporation in 2001.

Takitani serves as chairman for Hawaiian Host, the Islands' iconic candy company. In his role, Takitani participates in setting long-term goals for the company and ensuring those goals are met. "With more than 15 million boxes of Hawaiian Host products packed each year, Hawaiian Host is the largest manufacturer of chocolate covered macadamias in the world," according to the company's website.

Takitani is committed to safeguarding the best interests of Maui's people in his role with Maui Medical Marijuana Dispensary. Takitani believes MMMD will play a vital role in the Maui healthcare network by safely providing clinically-certified medical marijuana with compassion, as regulated by the state of Hawai'i. As an attorney, community member and parent, Takitani understands the critical importance of regulatory compliance and tight inventory and security controls in order to meet the needs of patients while preventing diversion or system abuse.

Chief Retail Officer Shep Gordon

A Maui resident for over 40 years, Gordon is a successful restaurant operator in Hawai'i who is deeply engaged in the community, creating partnerships to advance the culinary arts in Hawai'i and bring investment and cultural resources to the islands. Maui is proud to claim entertainment producer and star of the documentary "Supermensch" as its own.

Gordon is an experienced restaurant founder, owner and operator, with 40 restaurants to his credit. In Hawai'i, Gordon has owned and managed Outback Steakhouse, Maui Tacos restaurants, Don Ho's Island Grill, Mala Wailea, Mala Ocean Tavern, and Migrant. Gordon's mainland restaurant industry experience includes famous venues such as Carols 'n Charlies, a Hollywood institution for 20 years, as well as Tribeca Grill and Jean-Georges' Spice Market, both in New York City. Gordon has managed several multi-million dollar partnerships in Hawai'i, building an expertise in financial management and operations-- skills that will guide MMMD and ensure effective business execution. He also oversaw business operations of internationally-renowned tequila company Cabo Wabo, which he co-founded with rock musician Sammy Hagar.

Through his leadership roles in dozens of successful restaurant ventures nationwide, Gordon gained valuable experience with the highly-regulated food and alcohol industries, which require compliance with local, state, and federal laws. Gordon played a key role in creating the business plans for the restaurants he was involved in, and helped procure liquor licenses for these establishments. Gordon's expertise includes but is not limited to team building/staff training; quality assurance; safety management; customer service; cost containment; policies and procedures; and setting and achieving performance goals.

In addition, Gordon founded Alive Enterprises and Alive Culinary Resources, highly successful production companies famous for developing and managing the careers of such greats as Alice Cooper, Groucho Marx, Raquel Welch, Luther Vandross, Kenny Loggins, Wolfgang Puck, Emeril Lagasse, Nobu, Daniel Boulud and many others. A visionary talent with a head for business, Gordon has shaped not only blockbuster careers, but also the entertainment and culinary arts industries as a whole with the introduction of novel product concepts and licensing deals. Gordon created the first television production of a music album, the first long-form rock video, and the first concert television series ("Rock and Roll Tonight"), inspiring a new generation of music video and theatrical rock concert productions.

Gordon is also credited with developing the concept of the celebrity chef, which revolutionized the food industry and helped turn culinary arts entertainment and branding into a multi-billion dollar business. A fair but strong negotiator, Gordon has protected and developed a generation of creative artists by strategically monetizing their talent and meticulously executing complex business partnerships and operations.

Gordon also co-founded Alive Films and Island Alive, production and distribution companies that attracted influential filmmakers with a commitment to artistic freedom. Alive Films and Island Alive produced and/or distributed Academy Award-winning Kiss of the Spider Woman, Academy Award-nominated Betty Blue, Marlene and El Norte, Lindsay Anderson's The Whales of August, and 47 other titles. Gordon's career as a serial entrepreneur has proven over and over again that he knows how to launch successful businesses and deliver results. In honor of his achievements, in 2014 the Maui Film Festival recognized Gordon with the Maverick Award for "an individual who has the courage of their convictions and spares no effort to do the right thing to help those whose life's work inspires him."

With a well-earned reputation for generosity, hard work, and fairness, Gordon has made an incredible impact in both Maui's business and non-profit spheres. Gordon's focus on compassionate business has inspired him to lend his expertise to MMMD to provide clinically-certified, prescription medical cannabis to relieve suffering. Aligning his skills with Maui-based horticulturist Howard Takishita and businessmen Ken Ota and Tony Takitani to form MMMD, Gordon is mission-driven to use his expertise financing and running businesses in Hawai'i to help Maui patients.

Gordon was particularly inspired to become involved in a business that aims to help save lives and relieve suffering during his involvement with the American Liver Foundation. Serving on the board opened his eyes to the ways in which advances in medicine can save lives, and he is confident the same positive outcomes for some patients can be seen through medical cannabis treatment.

Chief Production Officer Howard Takishita

Takishita is a professional horticulturalist with 37 years of continuous experience owning and operating a successful commercial nursery on Maui. He is the president and owner of Howard's Nurseries, established 1979. He consistently provides top-quality flowers, plants and seeds to major customers including Costco, Wal Mart, Lowes, Whole Foods, Foodland and Times Supermarket, as well as to local businesses and hotels. Last year, Howard's Nurseries had over \$2 million in sales. He is still servicing original customers from 1979, a testament to the quality of his team's work and his commitment to client service. As the Chief Production Officer for MMMD, Takishita brings his deep commitment to Maui, his impeccable reputation for doing things the right way and his horticultural expertise to the new industry of medical cannabis production.

In addition to his formal training in horticulture at the University of Hawai'i, Takishita has extensive expertise in cultivation, hybridization and food safe production for all phases of a commercial crop. In 1979, Takishita founded Howard's Nurseries. He began raising certified young plants to ship to the mainland and developed a seed business shipping seeds worldwide. Beginning in the mid-eighties, Takishita diversified his business to include interior and exterior plantings for hotel resort sales, potted floral crops and Manoa lettuce. Takishita became an expert in orchid hybridization, food-safe production and bromeliad, anthurium, chrysanthemum, Easter lily and poinsettia cultivation.

Takishita is also at the forefront of horticulture innovation, developing environmentally sustainable growing practices and investing in state-of-the-art facilities to control plant life cycle timing, to ensure consistent and predictable plant yields and to create a zero waste operation. Takishita's 44,000-square-foot, enclosed nursery utilizes best practices developed in the Netherlands and allows for tight control of lighting, ventilation and access while still harnessing the power of the sun. All water used in the nursery is captured, filtered, treated and reused on the 28-acre site. Photovoltaic systems further reduce the impact of operations on Maui's utility grid.

REUOLUTION MANAGED SERVICES











RELICITION

Revolution Managed Services (RMS) manages two technologically-advanced medical cannabis cultivation and laboratory facilities in the highly regulated state of Illinois. With a combined 151,050 square feet of production space in the Prairie State, these facilities are the largest producer of medical cannabis in the state.

With more than six years experience owning and operating growing, manufacturing, and dispensing operations in the legal cannabis market, RMS has the expertise to assure partners' success. RMS forges long-term relationships with clients to ensure best practices are implemented at every stage of businesses' operations.

We aim to lead the industry in the areas of scientific research, manufacturing standards of quality and consistency, compliance, and accurate formulation of cannabis-derived products.



















The Revolution Difference

As one of the fastest growing sectors in America, legal cannabis and its ancillary markets are attracting hundreds of entrepreneurs eager to stake their claim in the "Green Rush;" however, few companies understand the cannabis industry or adhere to similar standards seen in the food and pharmaceutical industries——which is crucial in the creation of the highest-quality medical cannabis.

Medical cannabis can pose serious risks for investors and business owners. A company's bottom line is directly correlated to crop yield. Pest, disease, and nutrient deficiencies are just a few of the issues that affect production. Many cultivation facilities suffer from a lack of Standard Operating Procedures and therefore are prone to underperform.

Revolution Managed Services has demonstrated ability and success providing patients with high-quality, efficacious medicine in tightly-regulated medical cannabis markets. Our superior Standard Operating Procedures (SOPs), cannabinoid science expertise, a commitment to uplifting communities in which we operate, and other key attributes position us as leaders of a global cannabis revolution.





REVOLUTION:

A Global Leader in Cannabinoid Medicine

Let's cultivate health and happiness through the science of cannabis, together.

The Revolution Difference:

- Training and development of staff
- Long-term perspective
- Commitment to science and research
- Food- and pharmaceutical-grade best practices
- Driven to help clients succeed



STATE-OF-THE-ART ILLINOIS FACILITIES

Revolution Cannabis - Barry and Revolution Cannabis - Delavan

"Revolution is focused on innovating and driving the science behind new delivery methods, strain combinations and genetics." -Tim McGraw, CEO & Founder



- Large scale facilities (75,125 sq. ft. each), expandable to meet demand (up to 300,000 sq. ft. each)
- Named after the towns in which they are located (Barry, Ill. and Delavan, Ill.)
- Revolution Cannabis Delavan operations commenced July 2015
- Revolution Cannabis- Barry operations commenced August 2015
- Multiple layers of sophisticated security systems and protocols
- Each facility will employee 70 workers at full operational capacity
- Every product tested by an independent laboratory to verify purity, strength, and quality.
- All medicines packaged into child-proof containers with labels that clearly state every ingredient, including cannabinoid profile
- State-of-the-art technolgy capabilities
- Each light yields more than 2.5 pounds of cannabis on average



Revolution Cannabis- Delavan

Revolution Cannabis- Barry



Revolution Managed Services builds production facilities that are equipped with technologically advanced laboratories on the same premises as cultivation and processing operations. The laboratories are equipped with liquid and gas chromatography capable of testing for cannabinoid profiles and crop contaminants, including mycotoxins, residual solvents, and pesticides.

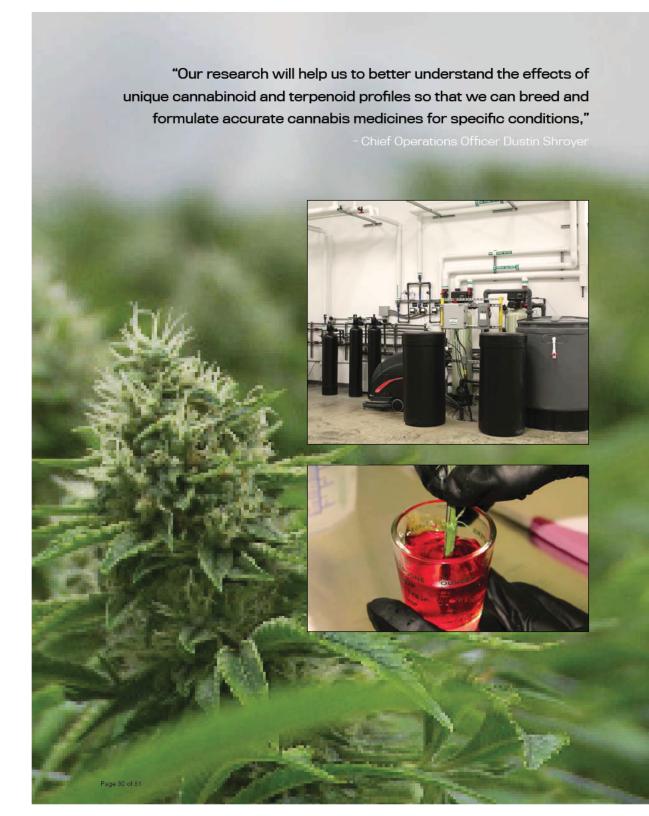
Our on-demand, on-premises testing capabilities enable us to test for all types of contamination and to formulate cannabinoids into products that achieve pharmaceutical standards for purity and consistency.

The ultimate advantage of a laboratory on the same premises as cultivation and processing operations is the ability to more rapidly breed genetic strains of cannabis that achieve maximum efficacy.

A combination of integrated plant monitoring and inventory control technology systems ensure ultimate security and integrity of test results.

RESEARCH

Expertise in botany and horticulture is vital to the science of cannabinoid medicine. As a licensed grower and dispenser, our plan entails driving innovation through enhanced research capabilities and scalable processes. Our facilities are equipped with sophisticated instrumentation that enables us to purity individual cannabinoids in order to study the unique effects of each one. The information will help us engineer a wider selection of genetic strains that enhance the ratio of non-psychoactive cannabinoids within the cannabis inflorescence used to make derivative products.



FACILITIES: BEHIND THE SCENES

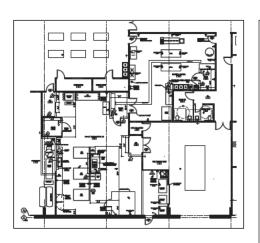
Each 75,520 facility sits on 10 acres of land, and contains the following:

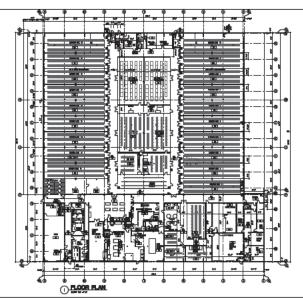
- Over 42,000 SF of cleanroom grow area, expandable up to 300%. Epoxy walls, sealed doors and concrete floors.
- Premier extraction and formulation laboratory with internal analytics Lab capable of performing supercritical CO2 extraction, Solvent extraction and chromatography.
- 14 individual breeding rooms, and a tissue culture laboratory to advance the science of cannabis.

- 1100 SF DEA-spec vault to securely store product.
- (900) 1000 watt double-ended high pressure sodium lights, (238) T5 Fluorescents, and 180 High discharge metal halide grow lights.
- 724 tons of cooling and dehumidification to create optimal environmental conditions and to prevent powdery mildew.
- Automated Logic building automation system to control all aspects of the grow environment.
- Two 500kw Caterpillar Diesel Generators as back-up power.

- 7500 gallon per day reverse osmosis water filtration system with carbon filters and gray water recycling. The filtered water will then be custom blended with nutrients specific to each strain.
- Over 140 recording cameras, which send live feeds to the district police, as well as our off-site storage facility.
- Fully-Indoor loading dock, waste handling room, and receiving areas for added security and concealment.
- Industrial composter to re-use organic waste as fertilizer





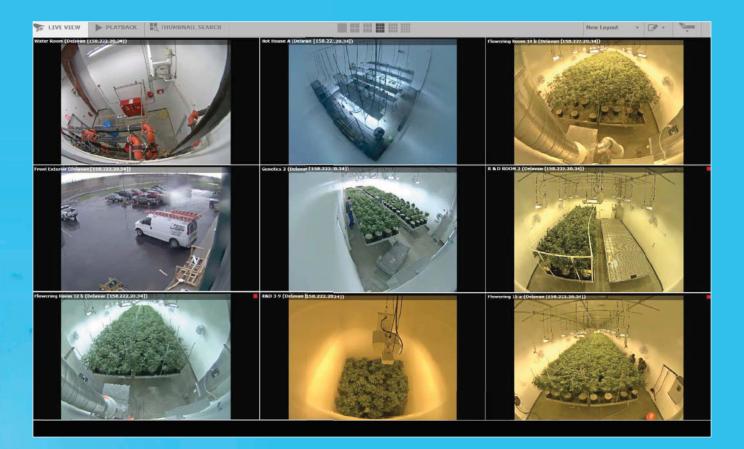




SOPHISTICATED SECURITY

Safety is assured through multiple layers of security systems, including constant video surveillance, restricted access rules, and 24/7 manned security. We minimize risk of theft and diversion by using sophisticated inventory control systems and strict adherence to chain of custody protocol. Upon receipt and scan into inventory, product shipments are escorted immediately into a secure, restricted access storage vault where they remain until ultimately dispensed to a patient.





Revolution Kush One

THE REVIEWS ARE IN:

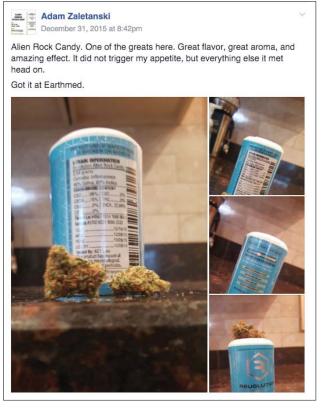
PATIENT FEEDBACK

Text Message to Dustin Shroyer, COO:

Yall crushed it on both strains, well done! It's without a doubt the best I've had in IL. Quality medicine to the core. I think it's a different pheno of ARC but it's fantastic in every sense. Very floral and sweet but it has that subtle chem-diesel funk in there too. You outdid yourself on the RK1, this batch is better than the first. Stinkier, frostier, more flavorful, it's f***ing awesome. Huge thanks to you and your team. Patients will be very pleased:)

-Andy Schnack, Manager, Herbal Remedies Dispnesary











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REVOLUTION MANAGED SERVICES

IN THE SPOTLIGHT

Media continue to recognize our efforts to advance the science of cannabis and to be good neighbors in the communities in which we operate. Our public relations efforts have resulted in consistent, favorable coverage, establishing us as thought leaders in a global market.

HERALD-WHIG

"Revolution Cannabis Analytics [...] wants to better understand the unique effects of cannabinoids, a class of compounds found in the cannabis plant, and the types of relief they may provide." — First-of-its-kind survey 'great opportunity for the industry to gather data directly from patients, by Deborah Gertz Husar



"The 75,000-square-foot growing facility outside of Delavan, which cost \$23 million, is surrounded by an 8-foot-high chain-link fence topped with three strands of barbed wire. It's Fort Knox, and the plants inside are gold."

- The First Illinois Cannabis Farm, by Gene Johnston



"Delavan Mayor Liz Skinner said Sunday that Revolution Managed Services CEO Tim McGraw is paying for hotel rooms for residents displaced by Thursday night's tornado."

- Marijuana exec puts up Illinois tornado victims at hotel, by Carla K. Johnson



Delavan Mayor Liz Skinner joined

Central Illinois On the Record

to discuss tornado recovery and
medical cannabis. Specifically,
she discussed the positive impact
Revolution Cannabis-Delavan is
having on the city's local economy.

Also seen on:











10

COMMUNITY OUTREACH

Our outreach programs include tasteful, relevant sponsorships, and events to raise support and awareness in our communities.









TOP: Revolution CEO Tim McGraw and Delavan Mayor Liz Skinner participate in a ribbon cutting for Revolution Cannabis-Delavan; BOTTOM ROW: Revolution team members speak with patients during a dispensary open house event.

Page 85 of 81



SENIOR MANAGEMENT



TIM MCGRAW. CEO and founder of Revolution Enterprises. is a self-made entrepreneur with immense business experience who is widely regarded as an expert on cannabis cultivation, processing, and operations in highly-regulated markets. McGraw founded Revolution Enterprises after building the McGraw Companies, where he routinely oversaw complex transactions covering real estate, investment, securities and other highly regulated properties. At Revolution, McGraw has attracted a smart corporate team of professionals who share his sense of obligation to implement the highest policy and procedure standards in cannabis markets worldwide. McGraw also serves as the co-founder, director and executive committee member of the Medical Cannabis Alliance of Illinois and as vice chair of Americans for Safe Access.



DUSTIN SHROYER, Chief Cultivation Officer and COO,

implements best practices to cultivate cannabis in chemical-free, clean room environments. Shroyer has extensive knowledge regarding the design and operation of laboratory-grade propagation facilities, and was among the first medical cannabis wholesale providers in the state of Colorado.

Prior to joining Revolution, Shroyer designed and built the first clean room cultivation facility in Colorado; ran a successful business focused strictly on ultra clean cannabis flower and Co2 extractions; and wrote winning cultivation, extraction, refining, cannabis testing, and security plans for clients in the highly restrictive and competitive markets as a consultant with American Cannabis Consulting.

GINA CROSLEY-CORCORAN, MPH, Project Manager, is a public health and business management expert with a background in research, project management, and operations within the medical cannabis industry.

DR. HOWARD IRA PRESSMAN, Director of Patient Education, has extensive work experience as the consulting psychiatrist at more than a dozen organizations---including housing and homeless shelters, children community centers, adolescent and family organizations, centers for disabled adults, and more.

TIM SUTTON, BA, CPP, CHPA, Director of Security, has more than 20 years experience in loss prevention, safety, and security management.

BRADLEY P. VALLERIUS, J.D., Director of Compliance, is an attorney focused on best operational practices in the cultivation, manufacture, and dispensing of medical cannabis.

DR. DANIEL L. LOHSE, Director of Chemistry, contributed to the commercial and scientific development of new, patentable entities such as cancer therapeutics and nutritional supplements.



Revolution Managed Services and Revolution Enterprises are trademarked, assumed names of ICC Holdings, LLC.

Question 1 Addenda

Medical Marijuana Dispensary License Application - MMMD, LLC - Maui County

Letters of Support



January 22, 2016

Ms. Margaret Leong Program Director State of Hawaii Department of Health Medical Marijuana Program 4348 Waialae Avenue #648 Honolulu, Hawaii 96816

To Whom it May Concern:

Re: Ken Ota

It is my pleasure to write a reference letter for Mr. Ken Ota.

I have known Mr. Ota for over 20 years, both personally and through his numerous civic and business activities in Maui and throughout the State of Hawaii.

Mr. Ota is one of the "salt of the earth" people in Maui that not only operates business matters and personal matters with great integrity, but is involved in numerous civic activities and truly cares about the future of Maui.

Mr. Ota has extremely high morals and ethics in all he does and is quick to volunteer help and assistance in all that he does.

I have no doubt that Mr. Ota will be successful in all he does and will always live up to his word and his high moral standards.

Sincerely,

Wesley Lo

Regional Chief Executive Officer

Compassionate Business - Shep Gordon



BOARD OF DIRECTORS

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Virgilio "Leo" Agcolicol Zadoc W. Brown, Jr. Richard F. Cameron Robert Davidson Shep Gordon Honey Bun Haynes Alexa Higashi Lui Hokoana Jim Judge **Betty Leis** Stephen Leis Helen MacArthur Paul Mancini Wendy Rice Peterson Margaret Ishiyama Raffin Anthony Takitani

Masaru "Pundy" Yokouchi FOUNDING CHAIRMAN

Janet Allan Judy Bisgard Gary Salenger DIRECTOR EMERITUS

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Arthur J. Vento PRESIDENT & CEO

One Cameron Way Kahului, HI 96732 Phone: (808) 242-ARTS FAX: (808) 242-4665 www.mauiarts.org Compassionate Business....in most places or scenarios, using these two words together might seem like an oxymoron. In fact, in the full throws of Walls Street one might be more likely to hear the term..." Kill or be killed" as it relates to business.

Is it really possible to combine the two concepts...Compassion and Business?

Shep Gordon, once full throttle amongst the Los Angeles music and entertainment moguls, is giving the seemingly two diametrically opposed concepts a go on the island of Maui. He has exited the LA Fastlane and deeply explored the concept... What if there weren't a winner and a loser in business? What if there were only winners?

Over the years, Shep has carved out unique and creative businesses that only his combination of skill and connections could produce. If you are going to develop a tequila product, why not involve the poster child (man-child) of tequila the red-rocker Sammy Hagar? Yes, Cabo Wabo Tequila is a brain child of Shep's. If you are going to develop a whisky product, why not involve the famous whiskey song itself and its iconic singer, the epitome of whisky drinkers – Willie Nelson? Yes, Whiskey River Whiskey is another brain child of Shep Gordon.

In addition to being an entertainment industry icon, Shep is a classically trained chef. Over the years, Shep noticed that the world's best chefs were relegated to the servant's quarters of every event. This despite the fact that these chefs' mastery of their culinary arts were just as special as any talented painter or musician. Shep's business acumen was able to bring the most talented chefs out of the back kitchen and into the forefront. His entertainment connections helped create a new interest that would eventually create the Food Network and even spawn the evolution of the "super-chef". They have become Rock Stars of dining. There aren't many people who have created a new category of popular culture! Shep did. Now once struggling chefs have become a hot-plate commodity in today's foodie centric culture.

On Maui, Shep has created restaurants that have allowed him to explore business with a compassionate focus. The restaurants have given both established chefs a platform for their artistry as well as a starting point for emerging talented chefs. The supply chain for the restaurants emphasize locally owned and grown ingredients in support of the island farmers and local economy. As you might imagine, the restaurants have become the setting for countless fundraisers for local non-profits. There is one fundraiser at the restaurants that resonates with the traits of *compassionate business* as only Shep can make happen.

Each year on New Year's Eve, Shep masterminds a benefit gala that benefits all. During the holidays, Maui attracts an A-list of entertainers and business executives to the island. Shep has found a way to combine business interests with his contacts to orchestrate an incredible function. By virtue of his entertainment industry connections, he asks the musicians on-island and visiting Maui to perform at the benefit. The culinary reputation of the restaurant and the presence of A-list entertainers drive interest to fill the restaurant to capacity, including respected A-list business executives from around the world. Shep, as the uber-respected ringmaster and mastermind of the evening's benefit event, subtlety and artfully reminds those in attendance that the evening is a benefit for local non-profits including the Maui Food Bank and the Maui Arts & Cultural Center. After all the glitter and streamers are cleared from the evening the local non-profits are left with tens of thousands of dollars. The restaurant has filled its tables on New Year's AND managed to fill the cupboards of the Food Bank. The culinary and musical talents featured at the event have ALSO supported the ongoing efforts of the local non-profit Performing Arts Center.

It's fine to be in business to make money, but it is even better if you are in business for the right reasons and what you do with the funds generated can clearly make a difference in one's life or the lifespan of a non-profit.

Call it doing the right thing...for the right reasons? Call it *Compassionate Business*? Any way you look at Shep's businesses... they are a good thing, no, they are a GREAT thing!

Art Vento - President & CEO - Maui Arts & Cultural Center



Karma Rimay O Sal Ling Maui Dharma Center – For the study of Tibetan Buddhism

Established in 1974

Kyabje Dorje Chang Kalu Rinpoche Founder

The Late, Venerable Lama Tenzin First Resident Teacher

The Venerable Lama Gyaltsen Resident Teacher December 31, 2015

Medical Marijuana Program Director Hawaii, USA

Dear Program Director:

This letter is written as a character reference to assist those who have an interest in knowing more about the attributes of Mr. Shep Gordon. Karma Rimay O Sal Ling is a Tibetan Buddhist church, established on the island of Maui in 1974. Presented here is just one of many experiences that we have had with Mr. Gordon. The church became acquainted with Mr. Gordon in the mid 1990s when there was a mutual interest in inviting His Holiness the 14th Dalai Lama of Tibet to Maui. However, it wasn't until 2007 that the Dalai Lama accepted the church's invitation to visit Maui. And, so in April of that year the Dalai Lama made his first historic visit to Maui. Mr. Gordon was the lead, controlling organizer for the Dalai Lama's two day visit to the Valley Isle on April 24 and 25, 2007.

The Dalai Lama on Maui was a unique and formidable event. Mr. Gordon was the "CEO" who outlined every detail, raised hundreds of thousands of dollars, planned every meeting with inter-island community leaders, the Maui Police Department; lay and religious organizations; teachers and students; sponsors; local venues; Hawaiian elders; vendors, poor people, rich people and, most importantly, the U.S. State Department, with whom Mr. Gordon worked very close. Mr. Gordon's legacy as a discerning and benevolent businessman only deepened due to the success of the Dalai Lama's visit to Maui which brought thousands of people, from all walks of life, together for two days.

It is a known fact that Mr. Gordon is a respected community participant on Maui, and the world at large. His reputation as a disciplined businessman, with a developed intention to help and mentor others is well known. Mr. Gordon has the skill to blend and demand a strict work ethic with a tender heart of gold, he possesses just the right balance of awe and professional love! Mr. Gordon is a genuinly good man interested in bringing benefit to the world, one community at a time. He is the consummate professional whose personal success and creative intelligence has brought opportunity and richness to our community. Whatever the committment, Mr. Shep Gordon will prevail.

This letter is written on behalf of Karma Rimay O Sal Ling's Spiritual Director, and Resident Teacher, the Veneral Lama Gyaltsen Tamang and his congregation. To all those concerned, I remain,

Sincerely yours,

Georgiana Cook

Administrator/Secretary & Tibetan Language Translator

Maui Dharma Center

Karma Rimay O Sal Ling Tibetan Buddhist Church

Mailing Address: P.O. Box 791029 Located at: 81 Baldwin Ave.

Paia, Maui, Hawaii 96779 U.S.A E-mail: mauidharma@earthlink.net Website: www.mauidharmacenter.org (808) 579.8076 (808) 579.9176 (Fax)



December 29, 2015

State of Hawaii Department of Health Medical Marijuana Program Director 4348 Waialae Avenue, #648, Honolulu, HI 96816

To whom it may concern;

Having worked with Shep Gordon since 2008 has been a very beneficial and valuable experience. Whatever, Shep sets his mind to do, he does with the utmost integrity, professionalism and care for those he is working with. Shep is not only a successful businessman he is an essential and vital part of our community.

At the Maui Food Bank, Shep is affectionately known as the "Good Shepherd." His willingness to use his influence and resources to help alleviate hunger throughout Maui County is unprecedented.

A true testament to Shep's altruistic character and spirit of generosity is his ability to draw awareness to needs in our island community. Over the last seven years through funds raised at his New Year's Eve dinner and show, Shep has provided 450,000 meals to those who are at risk of going hungry.

My experience of Shep Gordon is that he has the intelligence, insight and understanding that prove, opportunities don't just happen--you must create them. Shep has been responsible for creating countless opportunities for those fortunate enough to cross his path.

Shep personifies Albert Einstein's famous quote-- "Try not to become a person of success, but rather try to become a person of value." Shep Gordon has achieved this goal and continues to live his life as a person of value—both to those closest to him, and to the community at large.

Sincerely,

Marlene Rice

Marlene Rice Development Director 808-243-9500

10/5

January 6, 2016

Medical Marijuana Program Director Department of Health 4348 Waialae Avenue Honolulu, HI 96816

Aloha Program Director:

I am writing to express my support of Shep Gordon's application to operate a medical marijuana dispensary that will include production and manufacturing facilities. Revolution Enterprises, his advisors, currently operate two cannabis production facilities in Barry and Devalin, Illinois. With more than 150,000 square feet of combined production, research and manufacturing space, they are the largest medical marijuana in the state.

I am a personal friend of Shep Gordon. I've known Shep for more than 25 years and have been involved with him in a number of business enterprises, including the introduction of the Outback Restaurant chain to the State of Hawaii. Prior to moving to Hawaii, Shep was well known in the Hollywood entertainment industry as a talent manager, helping steer many celebrities to stardom. He is extremely insightful and is always one-step ahead — a genius that innately understands the importance of promotion and marketing. In addition, he is one who is true to his word and someone who does things with integrity. He is also a law-abiding citizen who I know will adhere to the rules and regulations set forth by this program and the Department of Health.

It is for these reasons that I wholeheartedly support Shep Gordon's proposal to build and operate a cannabis dispensary and production and manufacturing facility here in the State of Hawaii.

Sincerely,

Roy Yamaguchi Founder & Owner

Roy's Restaurant

6600 Kalanianaole Hwy. Honolulu, Hawaii 96825

Tel: (808) 396-ROYS (7697) FAX: (808) 396-8706



December 30, 2015

To: Hawai'i Medical Marijuana Program Director From Barry Rivers, Maui Film Festival Founder and Director

I have known Shep Gordon, first as a friend and shortly thereafter and for nearly twenty plus years as a business advisor and trusted mentor.

I am writing this letter of recommendation to enthusiastically endorse Mr. Gordon's effort to secure a Medical Marijuana Dispensary License.

True to his description as a 'supermensch' in the documentary "Supermensch: The Legend of Shep Gordon" that played at film festivals around the world (as well as on Maui), Shep is a man whose word and handshake are his bond, who knows the importance of confidentially when its requested and, beyond all that, can be trusted, in all matters personal and professional, to the proverbial ends of the Earth.

I know. Because I've shared many things with him regarding the Maui Film Festival's strategic plans and brainstorms over the years and never had anything shared in confidence with Shep ever shared by Shep with anyone else.

Beyond all this he is a businessman extraordinaire who strives for and consistently achieves not just success, but vibrant, over-the-moon and long-lasting success in anything he, and those he chooses to partner with, create.

In closing, Shep is a mensch — and I mean this in the most complementary way — with both the Midas touch and a deep commitment to live his life with compassion for all life — in short, a potent combination.

I know these are some of the things he will bring to any business he will created if granted the opportunity to open a Medical Marijuana Dispensary License in Hawai'i. I truly believe Shep is the kind of enlightened entrepreneur you need.

Thank you for your time and consideration.

Sincerely,

Barry Rivers, President

P.O. Box 790669

Paia, HI 96779

T.808.579.9996

F.808.579.9552

To whom it may concern,

I have known Shep Gordon since 1988, and always known him to be an honorable and all around good guy. Since 1995 we have been business partners in two businesses. Maui Tacos in 1995 Shep Gordon joined me in building the Maui Tacos Brand until 2008 when we sold the company. In 2007 we opened Mala Wailea at the Marriot, and opened Migrant at the Marriott with Chef Sheldon Simeon in 2013.

In all of my business dealings with Shep, there has never been one instance of anything negative. Shep has always treated me as an equal in our business partnership. Shep has always been concerned with the employees well being. He has always put our vendors first. He has been a mentor to me in many ways in friendship as well as business.

Shep has been involved in movies ,music and restaurants as well as many food related businesses. He has and is a man of deep integrity, and respectful of friendships and business relationships. He is a person that has had a tremendous positive effect on my life, in business and personal relationships.

If you have any questions please do not hesitate to get in touch with me.

Sincerely, Chef Mark Ellman

malaoceantavern.com honumaui.com fridasmaui.com malawailea.com migrantmaui.com

1287 Front Street Lahaina Hi 96761 808 870-9340 Cell mellman@me.com

50th State Entertainment Inc.

Tom Moffatt The Penthouse 1232 Waimanu Street Honolulu, Hawaii 96814 Phone (808) 593-8333 Fax (808) 591-8444 ucletom@lava.net

December 24, 2015

Ms. Margaret Leong Program Director Hawaii State Department of Health Medical Marijuana Program 4348 Waialae Avenue #648 Honolulu, Hawaii 96816

Dear Ms. Leong:

I have known Shep Gordon for several decades as both a friend and as a business associate, and I can say without hesitation that he is one of the finest human beings I've had the pleasure of meeting.

Shep is an intelligent, considerate and compassionate gentleman in both life and career, who possesses a great wit and humility uncommon in our industry. I am blessed for knowing him and grateful for his friendship.

As relates to Shep's application with your department, I can recommend him as a thoughtful, honest and principled businessman who will bring much to the table in terms of ethics and best practices.

I sincerely hope you will approve his request.

Aloha,

Tom Moffatt President

50th State Entertainment Inc. dba A Tom Moffatt Production

:bns

SAINT ANTHONY CHURCH

1627-B MILL STREET WAILUKU, MAUI, HAWAII 96793-1999 PHONE: 244-4148

January 20, 2016

To Whom It May Concern:

This is a letter of character recommendation for Anthony Takitani. Tony is a member of St. Anthony Parish Community for several years. I have known him since I have been pastor of St. Anthony Church for the past nine years.

Tony is an active member of our Church community for many years. He attends Sunday Mass with his family and mother on a regular basis. He is a lector for our Eucharistic celebration (Mass) and a regular contributor to the stewardship of our parish giving of his time, talent and treasure to the Church.

He is an alumnus of Baldwin High School here in Wailuku. He donates his time and energy to St. Anthony School, especially at the Junior/Senior High School fundraiser events. He is well seen in the school and parish community. He is very generous donating many hours volunteering for community and civic events too.

Besides his work as a lawyer in the community, he donates his time to the civic community. He sponsors teams for golf tournaments for St. Anthony School and at other golf tournaments in the community.

Thank you for considering this letter. If you have any questions or concerns, please call me at the church office or make an appointment with my secretary.

Sincerely,

Fr. Roland Bunda, S.M.

Pastor of St. Anthony Church

arled Benta, AM



January 22, 2016

Ms. Margaret Leong Program Director State of Hawaii Department of Health Medical Marijuana Program 4348 Waialae Avenue #648 Honolulu. Hawaii 96816

To Whom it May Concern:

Re: Anthony P. Takitani

It is my pleasure to write a reference letter for Mr. Anthony (Tony) Takitani.

I have known Mr. Takitani since I moved to Maui in 1990. From my first acquaintance with him, it was obvious that he was an extremely well known resident that deeply cared about the Maui Community, I was quick to learn of his background, not only as a lawyer, but as Representative of the House of Representatives of the State of Hawaii.

Over the years, my interaction with Mr. Takitani increased, not only from a personal level, but in many civic related matters.

In particular, Mr. Takitani had recently served as a Board Member for Hawaii Health Systems Corporation, and had taken a personal interest in the health and welfare of the Residents of the County of Maui. After his term, he served as a member of the Management Advisory Committee of Maui Memorial Medical Center, Kula Hospital and Lanai Community Hospital, and eventually became one of the inaugural members of the Maui Region of Hawaii Healthcare Systems Corporation.

During this period, I personally witnessed his passion for the healthcare of the residents of Maui County. It is clear to me without his vision and passion, the Maui Region would never have achieved some of the most significant changes to the healthcare system of the County of Maui including, among many other things, the following:

- Regional Autonomy to put governance of healthcare closer to the bedside
- The start of the first neighbor island full service Cardiovascular Program in the State, including both Interventional Cardiology, and Open-Heart Surgery
- The development of the first Quality Committee of the Board (and currently chair) to oversee Quality of the Maui Memorial Medical Center
- The authority to privatize the hospital to allow for outside investment in the critical services to expand rather than shrink for the residents of Maui County.

As the Regional Chief Executive Officer of the Maui Region of Hawaii Health Systems, there are only a handful of people who have been involved in probably the most significant transformation of healthcare in, not only the County of Maui, but the State of Hawaii, and Mr. Takitani has been the leader in these efforts throughout.

Sincerely,

WesleyLo

Regional Chief Executive Officer



11/10/2015 Howard and Sandy Takishita Howard's Nurseries, Inc. 2301 Omaopio Road Kula, HI 96790

To whom it may concern,

Charles Kawakami

It is with honor that I write this letter of recommendation for Howard and Sandy Takishita. As past President and CEO of Big Save Inc. and current President and CEO of MFM Inc., I have had the privilege of working with Howard and Sandy for many years as their customer. Howard and Sandy have an excellent track record as far as customer service, reliability, and assuring that we always received our plants on time and in excellent condition. They have always guaranteed customer satisfaction and my relationship with them has always been respectful, honest, and trustworthy. Please accept this letter as acknowledgement of my full-faith that Howard and Sandy will continue to do business with the same integrity, honesty, and quality that they are known for.

Sincerely,			



January 27, 2016

Hawaii Department of Health

To Whom It May Concern,

I recently became aware that Revolution Managed Services (RMS) was consulting on an application for a medicinal marijuana facility in the state of Hawaii. Our community has had the privilege to work with this organization prior to Illinois opening up the application process. In our initial encounters nearly 2 years ago, it was clear to us that this was a very knowledgeable and professional group intent not just on meeting the strict standards in Illinois, but actually setting the bar for the industry. The facility in Delavan is a high tech 75,000 square foot state of the art structure. Security is second to none. Currently there are nearly 50 employees hired from our community and the surrounding area, and that number continues to grow with the expanding business.

Besides the tremendous economic boon this has provided to our city and school district, RMS has quickly established themselves as a generous and benevolent community partner. They have made it a priority to purchase and patronize local business and financially support our city festivals and school events. In July of last year, a portion of our city's residential district was severely damaged by a tornado. One of the first calls I received was from RMS offering their support and help for anything that was needed by the city or the residents. In fact, they provided nearby hotel accommodations for several weeks to those families whose homes had been destroyed or were uninhabitable – a gesture unheard of in situations like these.

Delavan has been very fortunate to be associated with this outstanding company, and we look forward to a long and prosperous friendship. I'm confident that the people of Hawaii will likewise find RMS to be an industry leader and benefactor as we have here in Delavan and throughout the state of Illinois.

Sincerely,

Elizabeth Skinner

Mayor

City of Delavan - Elizabeth A. Skinner, Mayor

219 Locust St. • P.O. Box 590 • Delavan, IL 61734-0590

(309) 244-7146 • (309) 244-8437 Fax

E-mail - gplife@hotmail.com • Website - www.delavanil.org



Barry City Hall - 1005 Bainbridge St. - PO Box 95 - Barry, Illinois 62312 - www.barryil.org

January 28, 2016

Hawaii Department of Health 1250 Punchbowl Street Honolulu, Hawaii 96813

Dear Director of Health:

I am writing this letter in support for the application of Maui Medical Marijuana Dispensary, LLC. As the Mayor for the City of Barry, Illinois, I had the pleasure and good fortune to work with the team members of Revolution Managed Services/ICC Holdings in the state of Illinois' medical cannabis program. Their efforts led to receiving some of the highest application scores in the application process, which speaks volumes considering the strict regulation of the Illinois program. Their efforts resulted in them receiving one of the coveted licenses, which has resulted in the development of a safe and secure 75,000 square foot medical cannabis cultivation center in our community (Revolution Cannabis – Barry).

Our city was courted by several companies interested in applying for a license. Ultimately, we decided to seek out the leadership of ICC Holdings because of the company's focus and professionalism. We felt confident that it would be the strongest competitor in the licensing race. It turns out we were correct. The team at ICC Holdings did an amazing job in navigating the city through the entire process. It hosted a number of public information meetings to educate local residents, which was extremely appreciated. More importantly, the company strongly believes in being a good corporate citizen. In just a short time, they have made the decision to generously support organizations in our community such as the American Legion and YMCA.

I can personally assure you that you will not be disappointed with this company's level of professionalism, capability, and its dedication to the medical marijuana industry. In my estimation, the involvement of Revolution Managed Services in the Maui Medical Marijuana Dispensary, LLC application should make it one of the top applications in your state's program. Please do not hesitate to contact me if I can answer any questions regarding this company.

Respectfully Yours,

Shawn S. Rennecker

Mayor

P - (217)-335-2215 E- mayor@barryil.org Maui Medical Marijuana Dispensary, LLC (MMMD) has established a comprehensive plan and timeline for operating a medical cannabis dispensary, exclusively selecting Maui County as its medical cannabis dispensary location. MMMD is dedicated to bringing the highest levels of integrity into cannabis medicines by implementing best standards and procedures for product, patient, and public safety throughout its operating plan.

Timeline: Upon award of a license, meeting the requirements of HAR §11-850-32, and satisfying the Department of Health inspection, MMMD will commence cultivation operations within a pre-existing prefabricated building, which is attached to the main (first) production center on the proposed premises. This initial production space will be utilized for operations while improvements are being made to the main production center in order to provide cannabis medicine to qualified patients in a timely manner. The attached prefabricated building is secure, enclosed, compliant with Department regulations per HAR §11-850-32, and will be ready for approval to produce and manufacture medical cannabis by May 15th, 2016. This will provide for an initial harvest and distribution of approximately 20 pounds of safe and consistent cannabis medicine as early as August 29, 2016.

MMMD will also commence improvements on the main production center upon licensure (April 15th, 2016), with the goal of being approved for operation by August 16th, 2016. Within the main (first) production center, MMMD estimates the ability to meet qualifying patient demand with 3,000 medical cannabis plants. Furthermore, MMMD will commence improvements on its two retail dispensaries upon licensure, targeting operational approval by July 15th, 2016. Because product will not be ready at this time, MMMD will open one or more of its two retail dispensaries for educational purposes on July 15th, and begin retail dispensing medical cannabis by August 29th, 2016 (See Addenda: Gantt Chart, Retail Center Layout).

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To ensure the efficient, effective and safe execution of its medical marijuana dispensary operations, MMMD leaders have contracted with Revolution Managed Services (RMS) after identifying them as the premier pharmaceutical-grade cannabis dispensing company in the nation. RMS has been selected as MMMD's industry consultant for their ability to produce and manufacture medical cannabis with small-batch quality on a large scale, while maintaining complete compliance with OSHA, FDA, EPA, GAP, GHP, and cGMP. Revolution Managed Services will provide key team members to play intermediate roles, by continuously training staff in order to mitigate learning curves, and offer medical grade cannabis to patients according to proposed timelines.

RMS, MMMD's industry consultant, manages two of eighteen production & manufacturing licenses in Illinois, one of the nation's most highly regulated states, successfully operating more than 150,000 square feet of state-of-the-art facilities. In addition to being able to produce and manufacture more than 12,000 pounds of pesticide-free medical cannabis, RMS's production centers include full laboratories with extraction, formulation, analytical and tissue culture capabilities used to manufacture pharmaceutical-grade medicines and advance the medicinal chemo-types of cannabis (See Addenda: Production Center Layout).

Production Premises: MMMD's proposed production property is owned by , and is comprised of a . This suitable property is centrally located in and is located well beyond the required 750 lineal feet from schools, playgrounds and public housing per HAR §11-850-8 (c). Additionally, the property meets all Maui County zoning requirements (See Addenda: Zoning Letters, Permitted Use Codes.)

The existing main production center has been used to cultivate a variety of plants for the last 14 years, and improvements will be made in order to produce 3,000 medical cannabis plants in a safe and consistent manner. The 27-acre site allows for the expansion of operations, providing existing infrastructure and designated building pad to construct a second, separate facility capable of manufacturing an additional 3,000 medical cannabis plants. This second facility will be built in correlation with patient demand, commencing construction on the second facility upon reaching 50% capacity within the first production center (See Addenda: Pro Forma, Prep SOPs, Cultivation SOPs).

MMMD will continue to work with local architects, engineers, security experts, and specialized consultants in order to ensure safe and effective medicine is brought to market in an expeditious manner. The finished main production center will contain insulated metal wall panels, a sealed opaque roof, a solid concrete floor, and an advanced surveillance and security system, all meeting the requirements of HRS §329D-9. Biosecurity and environmental control improvements, such as Automated Logic Building Automation Control Systems (See Addenda: Automated Logic Screenshot), will be made in order to optimize loss prevention, prevent cross contamination, and to mitigate odor, pest and disease. Furthermore, the state-licensed computer software tracking system will be implemented at all levels to control and track product from seed to sale pursuant to HAR §11-850-61.

Production: Howard Takishita, MMMD's Chief Production Officer, will implement a perpetual harvest cultivation method resulting in a consistent supply that meets patient demand. MMMD will leverage Mr. Takishita's 37 years of horticulture experience and business leadership, combined with RMS's knowledge and methodology, to produce medical-grade cannabis in a natural way. The team will utilize the highest-quality growing mediums, containing

natural and organic components needed to encourage healthy root zones. MMMD's nutrients will consist of organic teas, organic liquids such as sea kelp and humic acid, and synthetic additions. Furthermore, MMMD will increase the medicinal benefits of local genetic varieties through up-breeding, creating rich cannabinoid profiles capable of treating unique medical conditions (See Addenda: Production and Manufacturing Operations Manual).

Processing: Taking into consideration Maui's humid climate, the processing team will harvest, dry, and cure medial cannabis by utilizing good handling practices and proprietary innovations to keep cannabis inflorescence from becoming contaminated by mold and mildew. Current Good Manufacturing and Good Handling Practices will continue through packaging and sales to ensure product quality is maintained at the highest levels from seed to (See Addenda: Process Flow Diagram, Processing SOPs).

Manufacturing cannabis: The clean-room manufacturing areas within the existing facility will be improved to maximize process-flow efficiency, and to produce the highest quality, most-consistent medicine. Within the production center's advanced laboratory, MMMD's chemists will extract and formulate non-smokable medical cannabis products in accordance with HAR §11-850-72, analyze and validate samples, and advance the science of cannabis through research and development.

MMMD's manufacturing division is focused on formulating pharmaceutical-grade medical cannabis products used to improve an array of qualifying conditions. The goal of MMMD's manufacturing division is to provide pure, safe, accurate, efficacious, discrete, and reliable medicine. MMMD's in-house chemist will train a team of local technicians and scientists to safely operate ISO-compliant equipment, to adhere to cGMP methods, and to manufacture consistent, accurately dosed cannabis products. These products will include capsules, lozenges,

oils, tinctures, ointments, skin lotions, and pills per HAR § 11-850-72 (a) (See Addenda: Production and Manufacturing Operations Manual).

MMMD will utilize supercritical CO₂ extraction methods to produce the safest and most effective cannabis medicine on the market. On-site chemists will adhere to HAR §11-850-85 to produce safe medicine containing no more than ten milligrams of THC per single dose, serving, or single wrapped item. The tested product will be precisely weighed using certified scales, and then packaged in opaque, child-resistant containers with black and white labeling. These labels will clearly state all required information found in HAR §11-850-92. Shipping manifests will be created, allowing packaged products to be safely shipped to MMMD's retail dispensaries.

Dispensing cannabis: MMMD is focused on providing a personalized patient experience. Initially MMMD's dispensary agents will introduce the science and research behind medical cannabis while educating patients on correct dosing and associated side effects for differing cannabinoid profiles. MMMD will train retail dispensary agents to provide compassion and insight-based education on that which qualified patients could potentially benefit. MMMD will leverage analytical research, collected through patient feedback, to provide the best and most accurate patient education. MMMD's two dispensing locations will offer the highest levels of security and compliance, and will be the hub for the local Patient Community to get information from Health experts (See Addenda: Community Outreach Plan).

MMMD's has established operating hours from 8:00 am – 8:00 pm Monday through Saturday, provides procedures for maintaining patient confidentiality, and educates retail dispensary agents on key topics such as non-smokable delivery systems, providing feedback, and dosage information (See Addenda: Retail Dispensary Operating Plan).

The following Addenda are provided as supporting documents in accordance with the "FAQsfor-MMJ-Dispensary-licensing-program-12-22-2015-005-FINAL.pdf" file found at http://health.hawaii.gov/medicalmarijuana/

Q: Can I submit letters of support for my application, for example from community members and professionals?

A: You may submit information or documentation that you consider relevant in support of the representations you make in your application, but all materials in support of your application have to be submitted at the time you apply, and may not be submitted separately. Anything not received with your application will not be considered as part of your application. Information or documentation that is not specifically requested may or may not be considered in determining your qualification as an applicant. Letters of support may also be subject to public disclosure.

Q: What specific attachments will be required and/or allowed if any?

A: You may attach any supporting documents that support the information or representations you make in response to each criteria. The rules set out some of the documents that can be submitted in support of certain requirements. All information you provide or representations you make, including any attachments, will become conditions of a license if you are awarded a license.

Question 2 Addenda

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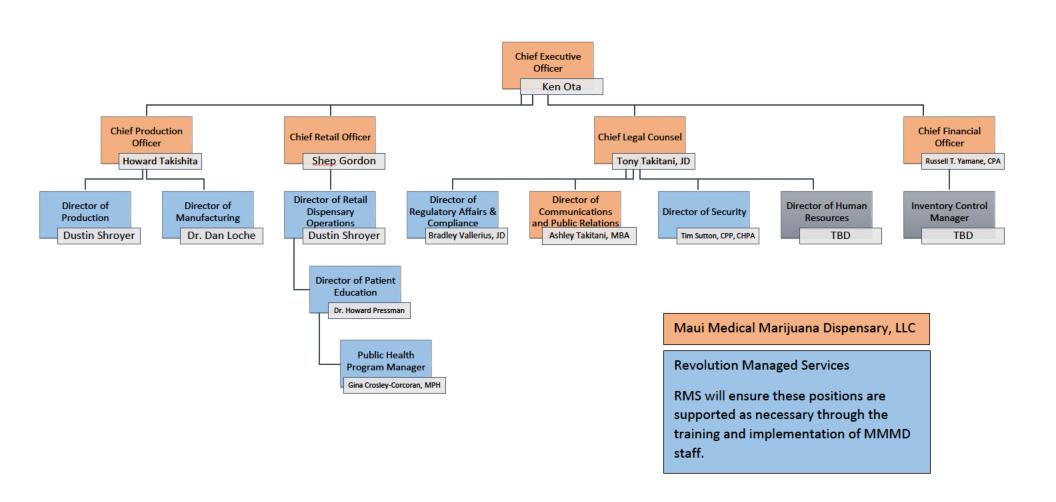
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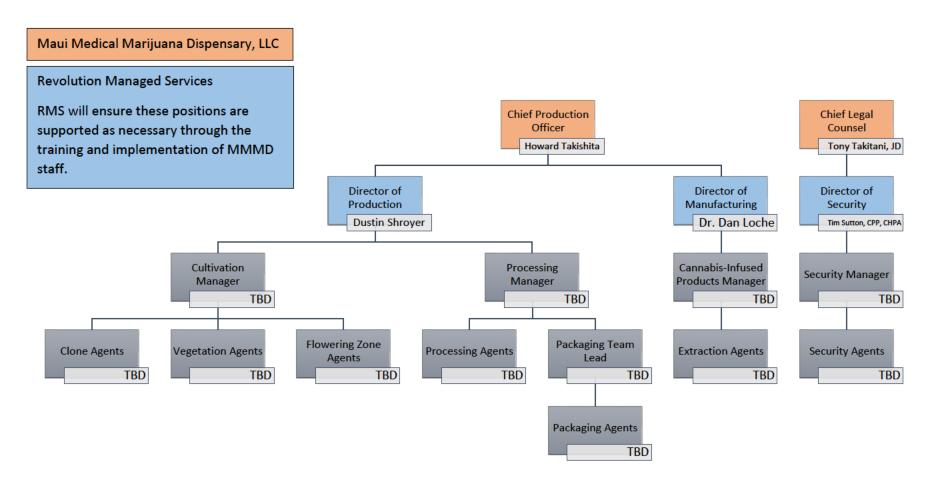
MMMD, LLC Organizational Charts

Corporate Leadership Team



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Production/Manufacturing Facility



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Retail Dispensing Facility

