

CD 3

HARDSHIP EXEMPTION APPLICATION

ICO Area: City Wide	Council File No.: 05-0872-5603
Interim Control Ordinance No.: 179027	Additional Interim Control Ordinance No.: N/A
Effective Date: September 14, 2007	

Applicant (Record Owner): California Chronic Pain Cooperative, Inc.	Telephone: (818) 269-8002	RECEIVED CITY CLERKS OFFICE 2009 JUN -2 PM 12:57 BY [Signature] CITY CLERK DEPUTY
Applicant Mailing Address: 17750 Sherman Way, Suite 207 Reseda, CA	Zip Code: 91335	
Applicant's Representative: Fenton & Nelson, LLP	Telephone: (310) 444-5244	
Representative's Mailing Address: 11835 W Olympic Blvd., Suite 925 Los Angeles, CA	Zip Code: 90064	

Property Address: 17750 Sherman Way, Suite 207 Reseda, CA 91335	Lot Area (sq. ft.): 22,733.6 (Suite 207 is 3,000 sq. ft.)
Legal Description: See attached	Structure/Building Construction Date: See attached
Existing Zone (ZIMAS): See attached	Permit History (Include Permit Numbers):
Existing Land Use Designation (From City Planning Department): See attached	

Describe Current Use (Include size in square feet, height, etc.):

This retail location of approximately 3,000 square feet is a medical marijuana collective. The entity is a non-profit cooperative cooperation and serves only critically and chronically ill patients whose status has been verified by a licensed physician and who are exempted from criminal liability under California laws governing the possession and cultivation of marijuana. The entity is fully compliant with the California Attorney General Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, issued in August 2008. The collective is permitted, and has a retail sales license with insurance and appropriate cooperative membership documents in place. All of these documents are attached including the non-profit corporate charter and a declaration from legal counsel regarding the hardship

Note: A Master Land Use Application is not required.

Describe Proposed Project and Use (Include size in square feet, height, etc.):

The collective proposes to operate as a legally registered collective in full compliance with California Proposition 215 (the 1986 referendum that decriminalized the cultivation and use of marijuana by seriously ill individuals upon a physician's recommendation), Senate Bill 420, and Los Angeles ICO #179027.

Why do you believe a hardship exists for which an exemption should be granted? (Attach a statement on a separate sheet if necessary. An economic analysis may also be submitted.)

See Attached

Do you have any ownership interest in any other parcels within 300 feet of this property? () Yes (X) No
(If yes, submit a map showing the location and boundaries of the property for which an exemption is being requested, and the location of the other ownerships.)

ADDITIONAL INFORMATION FILING REQUIREMENTS

In addition to this form, all below items should be included with the application, unless otherwise instructed by City Staff.

- a. Attach a **map showing the location and boundaries** of the property for which the exemption is being requested. (May be the same map as required in No. 7)
- b. Attach a **Plot Plan** showing the building footprint, parking plan, landscaping, balconies, driveways, any amenities, etc.
- c. Attach an **Elevation Plan**, which includes dimensions for all views.
- d. Attach **Building Plans**. If plans have been accepted by the Department of Building and Safety, list Plan Check No. _____ and Submittal Date _____.
- e. Submit a **Project History** summary that includes dates and descriptions of meetings, negotiations, expenditures, commitments, etc.
- f. Submit **Photographs** of the subject property and all surrounding property – not over 8 ½ x 11 inches, but of adequate size to illustrate the condition and physical context of the property under discussion.
- g. Attach any **additional information** as needed.

Note: A Master Land Use Application is not required.

THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Paige P. [Signature]
Applicant (~~Record Owner~~) *
Secretary of Non Profit

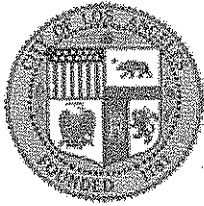
June 1, 2009
Date

[Signature]
Representative

June 1, 2009
Date

* Proof of ownership will be required at the time of application submittal. A recorded grant deed and/or City Clerk's ownership records printout are acceptable.

Note: A Master Land Use Application is not required.



**City of Los Angeles
Department of City Planning**

05/28/2009

PARCEL PROFILE REPORT

PROPERTY ADDRESSES

17750 W SHERMAN WAY
17742 W SHERMAN WAY

ZIP CODES

91335

RECENT ACTIVITY

None

CASE NUMBERS

CPC-6348
CPC-1986-251-GPC
ORD-162925
ORD-127958
ZA-1993-735-CUZ
TT-42829
CND-82-169-SUB
AFF-43087
CFG-1500

Address/Legal Information

PIN Number: 183B129 186
Lot Area (Calculated): 22,733.6 (sq ft)
Thomas Brothers Grid: PAGE 531 - GRID B5
Assessor Parcel No. (APN): 2121018026
Tract: TR 31194
Map Reference: M B 871-100
Block: None
Lot: LT 1
Arb (Lot Cut Reference): None
Map Sheet: 183B129

Jurisdictional Information

Community Plan Area: Reseda - West Van Nuys
Area Planning Commission: South Valley
Neighborhood Council: Reseda
Council District: CD 3 - Dennis P. Zine
Census Tract #: 1323.00
LADBS District Office: Van Nuys

Planning and Zoning Information

Special Notes: None
Zoning: C2-1VL
P-1VL
None
Zoning Information (ZI): None
General Plan Land Use: Neighborhood Office Commercial
Plan Footnote - Site Req.: 7
Additional Plan Footnotes: Reseda
Specific Plan Area: None
Design Review Board: No
Historic Preservation Review: No
Historic Preservation Overlay Zone: None
Other Historic Designations: None
Other Historic Survey Information: None
Mills Act Contract: None
POD - Pedestrian Oriented Districts: None
CDO - Community Design Overlay: None
NSO - Neighborhood Stabilization Overlay: None
Streetscape: No
Sign District: No
Adaptive Reuse Incentive Area: None
CRA - Community Redevelopment Agency: Reseda / Canoga Park
Earthquake Disaster Assistance Project
Central City Parking: No
Downtown Parking: No
Building Line: None
500 Ft School Zone: No
500 Ft Park Zone: No

Assessor Information

Assessor Parcel No. (APN): 2121018026
APN Area (Co. Public Works)*: 0.522 (ac)
Use Code: 1700 - Office Building
Assessed Land Val.: \$1,279,433
Assessed Improvement Val.: \$1,940,799
Last Owner Change: 03/10/05
Last Sale Amount: \$2,975,029
Tax Rate Area: 8852
Deed Ref No. (City Clerk): 923681

The contents of this report are bound by the User Agreement as described in the Terms and Conditions of this website. For more details, please refer to the Terms & Conditions link located at <http://izimas.lacity.org>.
(* - APN Area: LA County Assessor's Office is not the data provider for this item. The data source is from the Los Angeles County's Public Works, Flood Control, Benefit Assessment.

	916811
	916810
	867476
	839566
	820549
	75014
	549704
	420438
	280911
	1899864
	1163654
	1163653
	1163652
	1163651
	1102400
	1102399
	1102398
	11023401
Building 1:	
1. Year Built:	0
1. Building Class:	Not Available
1. Number of Units:	0
1. Number of Bedrooms:	0
1. Number of Bathrooms:	0
1. Building Square Footage:	15,000.0 (sq ft)
Building 2:	
2. Year Built:	1983
2. Building Class:	D7A
2. Number of Units:	0
2. Number of Bedrooms:	0
2. Number of Bathrooms:	0
2. Building Square Footage:	19,673.0 (sq ft)
Building 3:	
3. Year Built:	Not Available
3. Building Class:	Not Available
3. Number of Units:	0
3. Number of Bedrooms:	0
3. Number of Bathrooms:	0
3. Building Square Footage:	0.0 (sq ft)
Building 4:	
4. Year Built:	Not Available
4. Building Class:	Not Available
4. Number of Units:	0
4. Number of Bedrooms:	0
4. Number of Bathrooms:	0
4. Building Square Footage:	None
Building 5:	
5. Year Built:	Not Available
5. Building Class:	Not Available
5. Number of Units:	0
5. Number of Bedrooms:	0
5. Number of Bathrooms:	0
5. Building Square Footage:	0.0 (sq ft)

Additional Information

Airport Hazard:	Horizontal Surface Area
Coastal Zone:	None
Farmland:	Urban and Built-up Land
Very High Fire Hazard Severity Zone:	No
Fire District No. 1:	No
Fire District No. 2:	Yes
Flood Zone:	None
Hazardous Waste / Border Zone Properties:	No
Methane Hazard Site:	None
High Wind Velocity Areas:	No
Hillside Grading:	No
Oil Wells:	None
Alquist-Priolo Fault Zone:	No
Distance to Nearest Fault:	9.76808 (km)
Landslide:	No

Liquefaction: Yes

Economic Development Areas

Business Improvement District: None
Federal Empowerment Zone: None
Renewal Community: No
Revitalization Zone: None
State Enterprise Zone: None
Targeted Neighborhood Initiative: None

Public Safety

Police Information:
Bureau: Valley
Division / Station: West Valley
Report District: 1038
Fire Information:
District / Fire Station: 100
Batallion: 17
Division: 3
Red Flag Restricted Parking: No

CASE SUMMARIES

Note: Information for Case Summaries is Retrieved from the Planning Department's Plan Case Tracking System (PCTS) Database.

Case Number: CPC-1986-251-GPC

Required Action(s): GPC-GENERAL PLAN/ZONING CONSISTENCY (AB283)

Project Description(s): AB-283 PROGRAM - GENERAL PLAN/ZONE CONSISTENCY - RESEDA AREA -COMMUNITY WIDE ZONE CHANGES AND COMMUNITY PLAN CHANGES TO BRING THE ZONING INTO CONSISTENCY WITH THE COMMUNITY PLAN. INCLUDES CHANGES OF HEIGHT AS NEEDED. REQUIRED BY COURT AS PART OF SETTLEMENT IN THE HILLSIDE FEDERATION LAWSUIT. JOHN ...

Case Number: ZA-1993-735-CUZ

Required Action(s): CUZ-ALL OTHER CONDITIONAL USE CASES

Project Description(s): TO PERMIT A PROPOSED PAC TEL CELLULAR COMMUNICATION FACILITY IN THE C2-1VL ZONE WITH CELLULAR ANTENNAS MOUNTED TO THE ROOF OF THE EXISTING OFFICE BUILDING.

Case Number: TT-42829

Required Action(s): Data Not Available

Project Description(s): REQUEST APPROVAL OF A 15,000 SQ-FT CONDOMINIUMS.

Case Number: CND-82-169-SUB

Required Action(s): SUB-SUBDIVISIONS

Project Description(s): Data Not Available

DATA NOT AVAILABLE

CPC-6348
ORD-162925
ORD-127958
AFF-43087
CFG-1500

SEARCH

VIEW MAP

City of Los Angeles Home Page

City Planning Home Page

User's Guide

Technical Support

Terms & Conditions

About ZIMAS

ZOOM IN

ZOOM OUT

PAN

IDENTIFY PARCEL

SELECT PARCEL(S) BY:

POINT

LINE

BOX

POLY

MEASURE DISTANCE

MEASURE AREA

LAST VIEW

LOCATOR MAP

LEGEND CONTROL

CREATE REPORTS

PRINT MAP

TOOL TIPS

PROPERTY INFORMATION

ADDRESSES: **1. 17750 W SHERMAN WAY**

DATA TABS: **Address/Legal Information**

Item Name	Value
Site Address	17750 W SHERMAN WAY
Site Address	17742 W SHERMAN WAY
ZIP Code	91335
PIN Number	183B129 186
Lot Area (Calculated)	22,733.6 (sq ft)
Thomas Brothers Grid	PAGE 531 - GRID B5
Assessor Parcel No. (APN)	<u>2121018026</u>
Tract	TR 31194
Map Reference	M B 871-100
Block	None
Lot	LT 1
Arb (Lot Cut Reference)	None
Map Sheet	183B129

LA City Planning

Background Display: Generalized Zoning

38 Feet

Streets Copyright (c) Thomas Brothers Maps, Inc.

Why do you believe a hardship exists for which an exemption should be granted?

A hardship exists in several respects. First, there is a hardship insofar as the particular geographic area in which this cooperative will be located is underserved. A hardship exemption is warranted in order to provide more ready access to the verified critically and chronically ill patients and their caregivers who are its members.

Second, even to the extent that any dispensaries are deemed to be physically accessible and that a geographic hardship is insufficient, a hardship exists based on the perceptions of patients and caregivers that existing dispensaries are not sufficiently supervised by medical personnel. The current moratorium is based in large part on the perception that many, if not most, dispensaries are not limiting their operations to verified critically and chronically ill patients and their caregivers for whom medical marijuana is a bona fide medical necessity, but rather are seeking to profit from consumer demand in recreational marijuana use. California Chronic Pain Cooperative is distinct and warrants a hardship exemption insofar as it is organized and operating under medical supervision and in the strictest compliance with California medical requirements.

Third, independent of medical necessity, a hardship exists based on the perceptions of verified critically and chronically ill patients and their caregivers that existing dispensaries are seedy, dangerous and/or otherwise not operated in strict compliance with California law. The current moratorium is based in some measure on the perception that many dispensaries are not adhering strictly to state and local legal requirements, and are not safe environments to obtain medical marijuana. California Chronic Pain Cooperative is distinct and warrants a hardship exemption insofar as it intends to operate and convey a "brand" of safety and the strictest level of compliance with California law and all local legal requirements.

Fourth, and finally, a hardship exists based on the fact that for all of the reasons above, there is a culture of fear and intimidation among verified critically and chronically ill patients and their caregivers. This culture is based on a multiplicity of factors, including without limitation the fear of selective law enforcement even in the aftermath of recent legal changes including (1) the commitment of U.S. Attorney General Eric Holder in March 2009 to direct a cessation of raids on medical marijuana collectives operating in compliance with California law; (2) the guidelines issued by California Attorney General Jerry Brown in August 2008 establishing compliance requirements and clarifying the rules for proper operation of a medical marijuana dispensing collective; (3) the ruling of the United States Supreme Court in May 2009 rejecting appeals from holdout counties in Southern California that objected to Proposition 215 and claimed that it should be struck down as violating the federal drug-control act; and (4) the ruling of the United States Supreme Court declining to rehear the *People v. Kha* case showing the unmistakable trend toward federal recognition and a new era of properly regulated and operated collectives.

The management of California Chronic Pain Cooperative ("CCPC") brings a unique integration of clinical medical personnel, careful managers focused on compliance issues, as well as top

notch managers who are compassionate, knowledgeable, and law abiding with respect to the limits of California law concerning proper and restrained medication with cannabis pursuant to the recommendation of only a licensed physician here in California. The fear of harassment and selective law enforcement gives rise to a hardship. Due to the recent legal developments above, CCPC is able to file without the above threat and we respectfully submit this is the basis of the hardship for which we seek exemption from the filing date set forth in the ordinance. In addition CCPC asserts the particular hardships of our patients in that they are ill patients who have a quasi-privilege to have safe access to their and their licensed California physician's preferred form of medicine. In addition we assert a financial hardship in that management has entered into contractual obligations for the benefit of the patient population, all as will be shown at the hearing hereon.

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Declaration of Harry Nelson

I am an attorney duly licensed to practice in California since 2002. I make the following declaration under penalty of perjury under the laws of California. All the facts I am setting forth herein are true and correct of my own personal knowledge. If called as a witness, I could and would so competently testify, or I may make my declaration on information and belief, as indicated.

1. I am the attorney for California Chronic Pain Cooperative, Inc., a California not-for-profit cooperative corporation (hereinafter "CCPC").
2. CCPC is insured, and has applied for all state and local permits and licenses required by law.
3. CCPC is registered under the City of Los Angeles moratorium. The cooperative members and directors are patients with personal experience of the usefulness of cannabis medicine. CCPC and its members and directors have pledged to operate in strict compliance with the requirements of California law and all local requirements, including the City of Los Angeles Interim Control Ordinance currently in effect. The entity is a non-profit cooperative corporation which is consistent with the Attorney General's Guidelines issued in August 2008.
4. I am informed and believe that the board of directors of CCPC brings experience in personal services and expertise in the varieties and uses of medical marijuana strains in the service of medical marijuana patients.
5. I have been hired to advise CCPC and ensure its strict compliance with the August, 2008 Attorney General's guidelines and all other requirements of law, and to present this hardship.
6. A hardship exists with respect to CCPC for the following reasons:
 - (a) based on research and information presented to me, the particular geographic area in which this cooperative will be located is underserved, warranting the granting of a hardship exemption in order to provide more ready access to the verified critically and

1 chronically ill patients and their caregivers who are CCPC's members;

2 (b) to the extent that any dispensaries are deemed to be physically accessible and
3 that a geographic hardship is insufficient, based on the perceptions of patients and caregivers
4 that existing dispensaries are not sufficiently supervised by medical personnel. The current
5 moratorium is based in large part on the perception that many, if not most, dispensaries are
6 not limiting their operations to verified critically and chronically ill patients and their
7 caregivers for whom medical marijuana is a bona fide medical necessity, but rather are
8 seeking to profit from consumer demand in recreational marijuana use. California Chronic
9 Pain Cooperative is distinct and warrants a hardship exemption insofar as it is organized and
10 operating under medical supervision and in the strictest compliance with California medical
11 requirements;
12

13 (c) independent of medical necessity, based on the perceptions of verified
14 critically and chronically ill patients and their caregivers that existing dispensaries are seedy,
15 dangerous and/or otherwise not operated in strict compliance with California law. The
16 current moratorium is based in some measure on the perception that many dispensaries are
17 not adhering strictly to state and local legal requirements, and are not safe environments to
18 obtain medical marijuana. California Chronic Pain Cooperative is distinct and warrants a
19 hardship exemption insofar as it intends to operate and convey a "brand" of safety and the
20 strictest level of compliance with California law and all local legal requirements; and
21

22 (d) based on the fact that for all of the reasons above, there is a culture of fear
23 and intimidation among verified critically and chronically ill patients and their caregivers.
24 This culture is based on a multiplicity of factors, including without limitation the fear of
25 selective law enforcement even in the aftermath of recent legal changes including (1) the
26 commitment of U.S. Attorney General Eric Holder in March 2009 to direct a cessation of
27 raids on medical marijuana collectives operating in compliance with California law; (2) the
28

1 guidelines issued by California Attorney General Jerry Brown in August 2008 establishing
2 compliance requirements and clarifying the rules for proper operation of a medical
3 marijuana dispensing collective; (3) the ruling of the United States Supreme Court in May
4 2009 rejecting appeals from holdout counties in Southern California that objected to
5 Proposition 215 and claimed that it should be struck down as violating the federal drug-
6 control act; and (4) the ruling of the United States Supreme Court declining to rehear the
7 *People v. Kha* case showing the unmistakable trend toward federal recognition and a new
8 era of properly regulated and operated collectives.

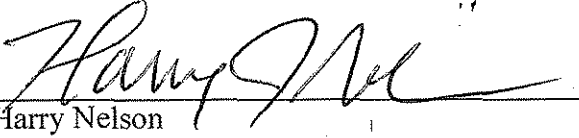
9
10 7. The management of CCPC brings a unique integration of clinical medical personnel, careful
11 managers focused on compliance issues, as well as managers who are compassionate,
12 knowledgeable, and strictly law abiding with respect to the limits of California law
13 concerning proper and restrained medication with cannabis pursuant to the recommendation
14 of only a licensed physician here in California. I am informed and believe that CCPC will
15 operate in the strictest compliance with California law and will be distinguished in its degree
16 of medical supervision, legal compliance, and safety.

17
18 8. I have interviewed the management of CCPC in detail and was consistently impressed with
19 the attention and dedication to compliance with state law demonstrated by them. I am
20 informed and believe that each and every patient is and will be a member of the cooperative
21 who has been and/or will be screened carefully and in fact every recommendation was
22 confirmed in writing and by phone call to the licensed physician who
23 made the recommendation. As for these applicants, a hardship exists in that through no fault of the
24 patient cooperative or its members. Applicant's management brings compassion, knowledge, and
25 clinical oversight by trained personnel as to medically necessary use of cannabis pursuant to the
26 recommendation of California licensed physicians.

27
28 9. I believe that CCPC has set forth ample grounds for the basis of the hardship for which it

1 seeks exemption from the filing date set forth in the ordinance.

2 I make the foregoing declaration under penalty of perjury under the laws of the State of
3 California. Signed at Los Angeles, California this 1st day of June, 2009.

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5
6 Harry Nelson

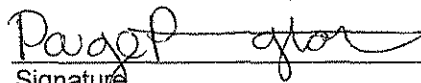
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**MEDICAL MARIJUANA DISPENSARY
BUSINESS INFORMATION FORM**

Business Name California Chronic Pain Cooperative, Inc.	Telephone Number (818) 269-8002
Street Address, Unit # 17750 Sherman Way, Suite 207	
City, State, Zip Reseda, CA 91335	
Business Owner (Secretary for Non-Profit) Paige Pennington	Telephone Number (714) 863-5747
Business Operator/Manager Dan Burd	Telephone Number (818) 720-3398

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

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



Signature

June 1, 2009

Date

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

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

1. PERMIT TYPE: (check one) <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Temporary		FOR BOE USE ONLY			
2. TYPE OF OWNERSHIP (check one) * Must provide partnership agreement <input checked="" type="checkbox"/> Sole Owner <input type="checkbox"/> Married Co-ownership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> General Partnership <input type="checkbox"/> Unincorporated Business Trust <input type="checkbox"/> Limited Partnership (LP)* <input type="checkbox"/> Limited Liability Partnership (LLP)* <small>(Registered to practice law, accounting or architecture)</small> <input type="checkbox"/> Registered Domestic Partnership <input type="checkbox"/> Other (describe) _____		TAX S	IND	OFFICE	PERMIT NUMBER
		NAICS CODE	BUS CODE	A.C.C.	REPORTING BASIS <input type="checkbox"/> (1) 401-A <input type="checkbox"/> (2) 401-EZ
		PROCESSED BY	PERMIT ISSUE DATE ___/___/___		VERIFICATION <input type="checkbox"/> DL <input type="checkbox"/> PA <input type="checkbox"/> Other
3. NAME OF SOLE OWNER, CORPORATION, LLC, PARTNERSHIP, OR TRUST California Chronic Pain Cooperative, Inc.			4. STATE OF INCORPORATION OR ORGANIZATION California		
5. BUSINESS TRADE NAME/DOING BUSINESS AS" (DBA) (If any)			6. DATE YOU WILL BEGIN BUSINESS ACTIVITIES (month, day, and year) August 1, 2009		
7. CORPORATE, LLC, LLP OR LP NUMBER FROM CALIFORNIA SECRETARY OF STATE 3199775			8. FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) 27-0279551		
CHECK ONE <input type="checkbox"/> Owner/Co-Owners <input type="checkbox"/> Partners <input type="checkbox"/> Registered Domestic Partners <input checked="" type="checkbox"/> Corp. Officers <input type="checkbox"/> LLC Officers/Managers/ Members <input type="checkbox"/> Trustees/Beneficiaries Use additional sheets to include information for more than three individuals.					
9. FULL NAME (first, middle, last) Paige Pennington				10. TITLE Secretary	
11. SOCIAL SECURITY NUMBER (corporate officers excluded) 554-89-9094			12. DRIVER LICENSE NUMBER (attach copy) D3911650		
13. HOME ADDRESS (street, city, state, zip code) 14639 Fairacres Dr. La Mirada, CA 90638				14. HOME TELEPHONE NUMBER (714) 863-5747	
15. NAME OF A PERSONAL REFERENCE NOT LIVING WITH YOU Amanda Gutin		16. ADDRESS (street, city, state, zip code) 11 Normandy Ct., La Canada, CA 91011		17. REFERENCE TELEPHONE NUMBER (818) 519-8927	
18. FULL NAME OF ADDITIONAL PARTNER, OFFICER, OR MEMBER (first, middle, last)				19. TITLE	
20. SOCIAL SECURITY NUMBER (corporate officers excluded)			21. DRIVER LICENSE NUMBER (attach copy)		
22. HOME ADDRESS (street, city, state, zip code)				23. HOME TELEPHONE NUMBER ()	
24. NAME OF A PERSONAL REFERENCE NOT LIVING WITH YOU		25. ADDRESS (street, city, state, zip code)		26. REFERENCE TELEPHONE NUMBER ()	
27. FULL NAME OF ADDITIONAL PARTNER, OFFICER, OR MEMBER (first, middle, last)				28. TITLE	
29. SOCIAL SECURITY NUMBER (corporate officers excluded)			30. DRIVER LICENSE NUMBER (attach copy)		
31. HOME ADDRESS (street, city, state, zip code)				32. HOME TELEPHONE NUMBER ()	
33. NAME OF A PERSONAL REFERENCE NOT LIVING WITH YOU		34. ADDRESS (street, city, state, zip code)		35. REFERENCE TELEPHONE NUMBER ()	
36. TYPE OF BUSINESS (check one that best describes your business) <input checked="" type="checkbox"/> Retail <input type="checkbox"/> Wholesale <input type="checkbox"/> Mfg. <input type="checkbox"/> Repair <input type="checkbox"/> Service <input type="checkbox"/> Construction Contractor <input type="checkbox"/> Leasing				37. NUMBER OF SELLING LOCATIONS (if 2 or more, see Item No. 66) 1	
38. WHAT ITEMS WILL YOU SELL? Medical Marijuana (non profit cooperative selling to members)				39. CHECK ONE <input checked="" type="checkbox"/> Full Time <input type="checkbox"/> Part Time	
40. BUSINESS ADDRESS (street, city, state, zip code) [do not list P.O. Box or mailing service] 17750 Sherman Way, Suite 207 Reseda, CA 91335				41. BUSINESS TELEPHONE NUMBER (818) 269-8002	
42. MAILING ADDRESS (street, city, state, zip code) [if different from business address]				43. BUSINESS FAX NUMBER ()	
44. BUSINESS EMAIL ADDRESS		45. BUSINESS WEBSITE ADDRESS WWW.		46. DO YOU MAKE INTERNET SALES? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
47. NAME OF BUSINESS LANDLORD 17742 Sherman Way, LLC		48. LANDLORD ADDRESS (street, city, state, zip code) 17750 Sherman Way, Reseda, CA 91335		49. LANDLORD TELEPHONE NUMBER (818) 705-5200	
50. PROJECTED MONTHLY GROSS SALES \$ 25,000		51. PROJECTED MONTHLY TAXABLE SALES \$ 25,000		52. ALCOHOLIC BEVERAGE CONTROL LICENSE NUMBER (if applicable)	
53. SELLING NEW TIRES AT RETAIL? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		54. SELLING COVERED/ELECTRONIC DEVICES? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		55. SELLING TOBACCO AT RETAIL? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

(continued on reverse)

tear at perforation

56. NAME OF PERSON MAINTAINING YOUR RECORDS California Cooperative Management, LLC	57. ADDRESS (street, city, state, zip code) 17750 Sherman Way, Suite 207 Reseda, CA	58. TELEPHONE NUMBER (818) 705 5200
59. NAME OF BANK OR OTHER FINANCIAL INSTITUTION (note whether business or personal) Bank of America		60. BANK BRANCH LOCATION Pasadena
61. NAME OF MERCHANT CREDIT CARD PROCESSOR (if you accept credit cards) N/A		62. MERCHANT CARD ACCOUNT NUMBER N/A
63. NAMES OF MAJOR CALIFORNIA-BASED SUPPLIERS None (all grown by cooperative members)	64. ADDRESSES (street, city, state, zip code) 11750 Sherman Way, Suite 207 Reseda	65. PRODUCTS PURCHASED None

ADDITIONAL SELLING LOCATIONS (List All Other Selling Locations)

66. PHYSICAL LOCATION OR STREET ADDRESS (attach separate list, if required)
N/A

OWNERSHIP AND ORGANIZATIONAL CHANGES (Do Not Complete for Temporary Permits)

67. ARE YOU BUYING AN EXISTING BUSINESS?
 Yes No If yes, complete items 70 through 74.

68. ARE YOU CHANGING FROM ONE TYPE OF BUSINESS ORGANIZATION TO ANOTHER (FOR EXAMPLE, FROM A SOLE OWNER TO A CORPORATION OR FROM A PARTNERSHIP TO A LIMITED LIABILITY COMPANY, ETC.)?
 Yes No If yes, complete items 70 and 71.

69. OTHER OWNERSHIP CHANGES (please describe):

70. FORMER OWNER'S NAME	71. SELLER'S PERMIT NUMBER
72. PURCHASE PRICE \$	73. VALUE OF FIXTURES & EQUIPMENT. \$
74. IF AN ESCROW COMPANY IS REQUESTING A TAX CLEARANCE ON YOUR BEHALF, PLEASE LIST THEIR NAME, ADDRESS, TELEPHONE NUMBER, AND THE ESCROW NUMBER	

TEMPORARY PERMIT EVENT INFORMATION

75. PERIOD OF SALES FROM: ___/___/___ THROUGH: ___/___/___	76. ESTIMATED EVENT SALES \$	77. SPACE RENTAL COST (if any) \$	78. ADMISSION CHARGED? <input type="checkbox"/> Yes <input type="checkbox"/> No
79. ORGANIZER OR PROMOTER OF EVENT (if any)	80. ADDRESS (street, city, state, zip code)	81. TELEPHONE NUMBER ()	
82. ADDRESS OF EVENT (if more than one, use line 66, above. Attach separate list, if required.)			

CERTIFICATION

All Corporate Officers, LLC Managing Members, Partners, or Owners must sign below.

I am duly authorized to sign the application and certify that the statements made are correct to the best of my knowledge and belief. I also represent and acknowledge that the applicant will be engaged in or conduct business as a seller of tangible personal property.

NAME (typed or printed) Paige Pennington	SIGNATURE 	DATE 6/1/2009
NAME (typed or printed)	SIGNATURE 	DATE
NAME (typed or printed)	SIGNATURE 	DATE

FOR BOE USE ONLY

SECURITY REVIEW <input type="checkbox"/> BOE-598 (\$ _____) or <input type="checkbox"/> BOE-1009 REQUIRED BY _____ APPROVED BY _____	FORMS <input type="checkbox"/> BOE-8 <input type="checkbox"/> BOE-400-Y <input type="checkbox"/> BOE-162 <input type="checkbox"/> BOE-519 <input type="checkbox"/> BOE-467 <input type="checkbox"/> BOE-1241-D	PUBLICATIONS <input type="checkbox"/> PUB 73 <input type="checkbox"/> PUB DE 44 _____ _____
	REGULATIONS <input type="checkbox"/> REG. 1668 <input type="checkbox"/> REG. 1698 <input type="checkbox"/> REG. 1700 <input type="checkbox"/> _____	RETURNS _____ _____

CALIFORNIA

CLASS: C DRIVER LICENSE D3911650 EXPIRES 03-01-10


PAIGE WHITNEY LYNN PENNINGTON
14639 FAIRACRES DR
LA MIRADA, CA 90638

SEX: F HAIR: BRN EYES: BRN
HT: 5-03 WT: 106 DOB: 03-01-86

AGE 21 IN 2007

Paige Pennington

01/10/2005 239 85 PD/10





City of Los Angeles
Office of Finance
200 North Spring St. Rm 101
Los Angeles, CA 90012

Form

Submit by Email

BUSINESS TAX APPLICATION

PLEASE NOTE that if you are involved with any type of SALES ACTIVITIES, either RETAIL or WHOLESale, you are REQUIRED to also fill out the Tobacco Retailer's Questionnaire/Application

The following information is subject to disclosure.

FOR OFFICE USE ONLY: FUND/CLASS

FUND/CLASS

Business Type (check one): Individual Partnership Corporation LLC Trust

Please print or type:

Legal Name: California Chronic Pain Cooperative

Do not use DBA (fictitious name) here

Business Address: 17750 Sherman Way Suite 207 Reseda Ca 91335
Do not use P. O. Box here Street Address City State Zip Code

Please check appropriate box Commercial Location Residence

Business Name (DBA): _____

Care Of (C/O): _____

Mailing Address: _____

If different from Business Address Street Address or P.O. Box City State Zip Code

Please check appropriate box Commercial Location Residence

Starting Date of Business: Month May Day 20 Year 2009

Social Security No. (SSN) - OR - Federal Employer Identification No. (FEIN): 27-0279551

Sales Tax Number (Seller's Permit): Pending (Submitted June 1, 2009)

Description of Business: Medical Marijuana Dispensary

(Provide in Detail)

Web Address (optional): _____ ¹Primary Business/Professional Activity Code: 621399

Business Phone Number: (818)269-8002 ²Secondary Business/Professional Activity Code: _____

Gross Receipts²: (If your business began prior to the current year, please complete the gross receipts information below)

Activity:	2001	2002	2003	2004	2005	2006	2007	2008
_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____

Please Note: A minimum business tax may be due based upon your business activity(ies) for the first year of operation

Contact Person: Harry Nelson **Title:** Attorney

Contact Phone Number: (310)444-5244

I declare, under penalty of perjury under the laws of the State of California, that to the best of my knowledge the foregoing is true, correct and complete.⁴

Signature of Owner or Agent Harry Nelson **Date** June 1, 2009

Print name of Owner or Agent Harry Nelson

Daytime Telephone Number (310)444-5244 **Email Address** harry@fentonnelson.com

¹ This is the 6-digit Primary / Principal Business or Profession Activity Code reported on your Federal Tax Return. A Secondary business activity is one that comprises at least \$1,000,000 and 40% of your gross receipts. Go to lacity.org/finance/pdf/NAICSCODES.pdf for a NAICS code listing.

² If your business is located within the City of Los Angeles and a portion of your gross revenue is derived from outside the City, or your business is located outside the City and a portion of your gross revenue is derived from inside the City, then applicable apportionment formulas may reduce your tax liability.

³ Due to the large number of various business activities described under LAMC Section 21.53 to 21.197, it is not practical to list each separately. For specific activities and rates, contact the Office of Finance or visit our website @ www.lacity.org/finance.

⁴ By completing this form and submitting it to the Office of Finance in an electronic format, such as email, you agree that the submitted form has the same legal effect, validity and enforceability of a form submitted to us via US mail or in person. You also agree that the aforementioned form legally represents a document sent by you or your legal representative.



State of California
Secretary of State

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

That the attached transcript of 3 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



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

MAY 21 2009

Debra Bowen

DEBRA BOWEN
Secretary of State

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

MAY 20 2009

**ARTICLES OF INCORPORATION
OF
CALIFORNIA CHRONIC PAIN COOPERATIVE, INC.**

ARTICLE I

The name of this corporation is California Chronic Pain Cooperative, Inc.

ARTICLE II

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

B. The specific purposes of this corporation are to provide for the management, maintenance, and preservation of a collective dedicated to education and sharing resources relating to treatment of chronic pain through integrative medicine, including the use of cannabis for medicinal purposes. The purpose is to do any and all acts that may be authorized, required or permitted to be done in furtherance of the foregoing, including cultivating and distributing cannabis for medicinal purposes to patients and caregivers in strict compliance with California law, facilitating the collaborative efforts of patients and caregivers in treatment of chronic pain, and performing all acts that may be necessary or proper of or incidental to the exercise of any of the express powers of this corporation, for the peace, health, comfort, safety or general welfare of patients struggling with chronic pain and their caregivers.

ARTICLE III

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

ARTICLE IV

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

Harry Nelson
11835 W. Olympic Blvd., Suite 925
Los Angeles, CA 90064

ARTICLE V

The voting rights of each member of the cooperative corporation are unequal, and the rules by which the voting rights are determined shall be prescribed in the Bylaws of the cooperative corporation. The proprietary interests of each member of the cooperative corporation are unequal, and the rules by which the proprietary interests are determined shall be prescribed in the Bylaws of the cooperative corporation.

ARTICLE VI

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

ARTICLE VII

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

ARTICLE VIII

The affairs of the corporation shall be managed by a Board of Directors. The number of directors shall be five (5). The directors shall serve for such terms as are established in the Bylaws.

ARTICLE IX

The private property of the directors, officers, employees and members of the corporation shall not, as such, be liable for the obligations of the corporation. A director of the corporation shall not be liable to the corporation or its members for monetary damages for breach of directors duties to the corporation or its members, except for breaches of the director's duty of loyalty to the corporation or its members; acts or omissions not in good faith or that involve intentional conduct of a knowing violation of the law; transactions from which a director derived an improper economic benefit; or conflict of interest transactions, loans or guarantees for directors and officers or unlawful distributions.

ARTICLE X

The corporation may, as appropriate, indemnify its officers, directors, employees or agents, including former officers, directors, employees or agents, to the full extent permitted by law. The corporation may make any other indemnification which shall be provided for by the Bylaws, by agreement, by vote of corporate members or directors, or otherwise, and this Article XI shall not exclude any other right to which such person may be lawfully entitled.

ARTICLE XI

These Articles of Incorporation may be amended in the manner authorized by law and the Bylaws of the corporation at the time of amendment.

IN WITNESS WHEREOF, the undersigned, being the Incorporator of California Chronic Pain Cooperative, Inc., has executed these Articles of Incorporation on May 19, 2009.


Harry Nelson



CALIFORNIA CHRONIC PAIN COOPERATIVE
INFORMATION FOR PROSPECTIVE MEMBERS

Thank you for your interest in the California Chronic Pain Cooperative, Inc. (“the Cooperative”).

The Cooperative is a non-profit cooperative that was established in order to facilitate safe and legal access to medical marijuana by and for patients suffering from chronic pain in compliance with all requirements of the State of Los Angeles and the City and County of Los Angeles.

Under California law, qualified patients, persons with valid identification cards, and the designated primary caregivers of qualified patients and persons with identification cards are permitted to associate by becoming members in a cooperative to cultivate marijuana for medical purposes. (California Health & Safety Code § 11362.775.) The cooperative is permitted by law to cultivate, transport, and distribute medical marijuana strictly on behalf of its qualified members. . (California Health & Safety Code § 11362.765.)

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

All prospective members of the Cooperative need to read and complete the attached:

- (1) membership application form,**
- (2) acknowledgment building and good neighbor policies; and**
- (3) Cooperative membership terms and conditions.**

In addition, all prospective members must present

- (4) valid identification (California Drivers License or State ID Card) and**
- (5) medical marijuana ID card or physician recommendation. A sample physician recommendation form is included for your reference.**

Upon presentation of all of the above, all prospective members will be interviewed and, subject to verification of qualifications and availability of new member openings, approved for membership and welcomed into the cooperative, at which point members can arrange for cultivation and distribution of medical marijuana.

If you have any questions, please ask the Cooperative manager onsite or visit our website for more information.

CALIFORNIA CHRONIC PAIN COOPERATIVE
MEMBERSHIP APPLICATION

Note: The information on this form is confidential and will never be provided to any other person, agency, or organization. Please print clearly to avoid errors that could delay processing.

Today's date:		
PATIENT INFORMATION		
Patient's Last name:	First:	Middle:
Birth date:	CA DL/ID No.:	How did you hear about our collective?
Phone:	Email:	Can the cooperative send you information by email?
Street address:	City:	State: ZIP Code:
<i>If you are a caregiver, rather than a patient, please provide your name, address, email and phone in addition to the patient information above.</i>		
Recommending Physician:		Physician Phone:
Patient Condition:		
What special skills or abilities can you bring to the operation of our cooperative?		
What cooperative activities are you willing or interested to participate in?		

By signing below, I agree to the following:

1. I have read and understand the Cooperative Terms and Conditions, Building guidelines, and good neighbor policies. I understand that membership is at the Cooperative's discretion and subject to verification of my application, interview, and availability of member openings.
2. I have a condition described above for which medical use of marijuana is deemed medically necessary.
3. I have obtained a physician's recommendation based on an in person examination.
4. I authorize my recommending physician to verify his or her recommendation or approval for the use of medical marijuana.

 Applicant Signature Date

 Witness Signature

FOR OFFICE USE ONLY (to be completed by Cooperative Manager):
 Physician Recommendation Presented: **Y/N** Copy of recommendation attached: **Y/N**
 Recommender License Verified: **Y/N** Type: _____ Recommendation Expiration: _____
 M.D. Recommendation Verified: **Y/N** By: _____ Date: _____ Time: _____
 Valid identification card presented: **Y/N** Copy of I.D. card attached: **Y/N** Expiration: _____
 Caregivers only: Patient Authorization Verified **Y/N** By: _____ Date: _____ Time: _____

CALIFORNIA CHRONIC PAIN COOPERATIVE
BUILDING GUIDELINES AND GOOD NEIGHBOR POLICY CHECKLIST

BUILDING GUIDELINES CHECKLIST	GOOD NEIGHBOR POLICY CHECKLIST
<p>In order to provide a safe atmosphere, we ask that our patients follow these guidelines:</p> <ul style="list-style-type: none"> <input type="checkbox"/> You must be at least 18 years old and have state-issued ID and an accepted medical cannabis card or recommendation with you to enter. <input type="checkbox"/> You must show these items to the receptionist and the safety team each time you visit. <input type="checkbox"/> Please turn off cell phones. No cameras or recording devices may be used in the building. <input type="checkbox"/> Lounge visits are limited to 2 hours per day. <input type="checkbox"/> Treat everyone in the building and our neighbors with respect. <input type="checkbox"/> Absolutely no alcohol, other drugs, or weapons of any kind are allowed on the premises. <input type="checkbox"/> Please control your pets at all times and clean up after them. <input type="checkbox"/> In case of an emergency, stay calm and follow instructions from Cooperative staff. 	<p>Building positive relationships with homeowners and businesses in our neighborhood is vital to our operations. Please help us by always following these rules:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Always drive carefully and courteously. Turn car stereos down. <input type="checkbox"/> Use only our lot or public parking. <input type="checkbox"/> Do not linger in your car or on the sidewalk after you visit the Cooperative; you are welcome to stay and socialize in our lounge if you do not have guests waiting outside. <input type="checkbox"/> Keep all medicine out of sight when you exit and as you drive away. <input type="checkbox"/> You must never consume cannabis in the parking lot or neighborhood. <input type="checkbox"/> You must never sell or distribute medicine you receive at the Cooperative. <input type="checkbox"/> There is absolutely no exchange of money between patients and guests outside the building. <input type="checkbox"/> Overnight parking is NOT allowed. <input type="checkbox"/> No children under 12 years old left unattended in the parking lot or in your vehicle.

By signing below, I acknowledge that I have read and understand the Cooperative building guidelines and good neighbor policies. I understand that failure to abide by these policies may result in my membership being suspended or terminated.

 Applicant Signature
 Date

CALIFORNIA CHRONIC PAIN COOPERATIVE

MEMBERSHIP TERMS AND CONDITION

Please read and review the following terms and conditions of this agreement for membership in California Chronic Pain Cooperative before initialing below.

California Chronic Pain Cooperative (the Cooperative) agrees to cultivate and provide members with medicinal marijuana pursuant to the following terms and conditions (the Agreement).

Acknowledgments and Affirmations

- 1.1 The Member states and affirms under penalty of perjury that he or she is a bona fide patient who has been diagnosed with a serious illness for which cannabis provides relief and who has received a recommendation or approval from a licensed California physician to use cannabis.
- 1.2 The Member acknowledges the following:
 - 1.2.1 Diversion of marijuana for non medical purposes is a violation of state law.
 - 1.2.2 The Member has relied upon his/her own research and consultation with Member's physician as to the dosage and frequency of medication. Member is responsible for adherence to physician guidelines;
 - 1.2.3 Marijuana may impair a person's ability to drive a vehicle or operate machinery;
 - 1.2.4 Loitering on or around a dispensary is prohibited by Cal. Penal Code section 647(e).
- 1.3 The Member states and affirms under penalty of perjury that he or she is not a member of, affiliated with, nor employed by any law enforcement department, entity, or agency of any government.
- 1.4 The Cooperative reserves the right to refuse service to anybody at any time for any reason or no reason whatsoever. The Cooperative reserves the right to suspend or terminate any Member's membership in the Cooperative's sole discretion, including without limitation, based upon any indication of abuse of medical marijuana.
- 1.5 The Member states and affirms under penalty of perjury that he or she has agreed to use marijuana and medication as part of his/her treatment for chronic pain. The Member understands that medications may not eliminate pain but may reduce it and improve what the Member is able to do each day.
- 1.6 The Member accepts the following responsibilities:

- 1.6.1 to take medications only at the dose and frequency prescribed or recommended by Member's Physician;
- 1.6.2 not to increase or change how the Member takes medication without the approval of Member's Physician.
- 1.7 The Member agrees to obtain pain medications only through the same physician recommending medical marijuana.
- 1.8 The Member authorizes his/her physician and the Cooperative to exchange information to ensure compliance with this Agreement and for purposes of verification of ongoing recommendation and maintaining accountability.
- 1.9 The Member agrees to inform his/her physicians and any and all other health care providers of the Member's usage of medical marijuana and the existence of this Agreement. In event of an emergency, the Member shall provide this same information to emergency department providers.
- 6.6 The Member will protect medications and understands that lost or misplaced prescriptions will not be replaced.

Use of Medical Marijuana

- 2.1 The Member agrees that he/she will use medical marijuana in a careful and proper manner and in accordance with the instructions and in no other manner.
- 2.2 The Member agrees that he/she will not:
 - 2.2.1 abuse medical marijuana;
 - 2.2.2 share his or her medication or otherwise allow the use of medical marijuana by any third party;
 - 2.2.3 sell dispose of medical marijuana or to grant any interest in medical marijuana to any third party;
 - 2.2.4. drive a vehicle to or from the Cooperative while under the influence of medical marijuana;
 - 2.2.5 loiter on or around the Cooperative premises;
 - 2.2.6 divert marijuana for non-medical purposes; or
 - 2.2.7 use the medical marijuana obtained from the Cooperative for social or casual marijuana use, or for any reason other than the medical condition for which it was recommended by the Member's doctor.
- 2.3 The Member agrees to keep marijuana far away from children and to keep them, under lock and key. Any deviation from this rule is at the sole risk and responsibility of the Member.

Liability

- 3.1 Any product obtained at our facility may be inspected prior to delivery, however since medical purity so requires, all transactions are final. The marijuana and related products are offered solely on an **AS IS** basis with no warranty whatsoever.
- 3.2 THE COOPERATIVE MAKES NO WARRANTIES, GUARANTEES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING WITHOUT LIMITATION, THE MERCHANTABILITY, RELIABILITY, CONDITION OR FITNESS FOR A PARTICULAR PURPOSE OF MEDICAL MARIJUANA FURNISHED UNDER THIS AGREEMENT.
- 3.3 The Member shall be solely responsible for and shall indemnify and hold harmless the Cooperative against all claims, demands and liability arising as a result of the possession, use, or misuse of medical marijuana or any other product provided hereunder whether in breach of Section 3 or otherwise arising howsoever.
- 3.4 THE COOPERATIVE WILL IN NO EVENT BE RESPONSIBLE NOR SHALL THE MEMBER MAKE ANY CLAIM AGAINST THE COOPERATIVE FOR ANY LIABILITY, CLAIM, LOSS, INJURY, DAMAGE OR EXPENSE OF ANY KIND (INCLUDING LOST PROFITS) WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL CAUSED BY MEDICAL MARIJUANA OR THE FAILURE OF MEDICAL MARIJUANA.
- 3.5 The Member shall be liable to The Cooperative for all expenses, including reasonable attorneys' fees, collection fees and court costs incurred in connection with any action brought to enforce the Cooperative's rights under this Agreement.
- 3.6 As a-condition of joining the Cooperative and entering the Cooperative's facility, and/or by utilizing such medicinal marijuana and related products as the Member may obtain, the Member, the member's heirs, and any and all agents or representatives of the Member expressly and forever waive any and all claims now known, or discovered at any time in the future due to, related to or arising from use, storage, or handling of marijuana or any other product/herb/food/oil/ concentrate that may be obtained through the Cooperative or at the Cooperative facility.
- 3.7 As a condition of entering the Cooperative facility, and/or by utilizing such medicine/herbal marijuana and related products as the Member may obtain, the Member, the member's heirs, and any and all agents or representatives of the Member expressly and forever release the Cooperative, its directors, landlord, operators, managers, employees, agents, attorneys, growers, providers, wholesalers, officers, directors, members, from and against any and all lawsuits, alter-ego lawsuits, demands, charges or claims with reference to the strength, potency, purity, toxicity, appropriateness for your condition of any marijuana and related products you may obtain at our facility; further, that you knowingly waive the provisions of civil code section 1542 which states in pertinent part that "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Ownership

- 4.1 The Member hereby authorizes the Cooperative to cultivate, obtain, transport and possess cannabis on the Member's behalf. The Member designates the Cooperative as his/her provider for medical marijuana and, in exchange for the right to receive harvested medical marijuana from the collective, assigns to the Cooperative the exclusive right to possess, cultivate, and otherwise handle all cannabis plants and cultivated marijuana that the Member is permitted by law. All plants cultivated on behalf of a Member will at all times remain in the sole custody and control of the Cooperative. The Member agrees that the Cooperative is cultivating the maximum permitted number of marijuana plants on behalf of the Member. The Member agrees not cultivate or permit any third parties to cultivate any other marijuana plants on the Member's behalf. Upon the termination of membership, the Member agrees that the Cooperative shall retain custody and control of the plants grown on behalf of the Member and to assign such plants to new members of the Cooperative.
- 4.2 The Member acknowledges, in order to defray the Cooperative's expenses in facilitating the safe and legal access to medical marijuana, Cooperative members are required to pay the prices set by the Cooperative for delivery and provision of medical marijuana and/or other products. The Member understands that contributions to the Cooperative are used to ensure continued operation and that this transaction in no way constitutes commercial promotion. The monies Member pays to the Cooperative are to help the Cooperative to continue to operate, to maintain employees and a location and the associated costs and expenses of providing its members with medicinal marijuana for their medical needs.
- 4.3 The Cooperative reserves the right to limit sales or distribution of marijuana based on Cooperative supply constraints.
- 4.4 The Cooperative may deliver medical marijuana at the Member's own risk to the address designated by the Member. The Cooperative will use reasonable efforts to deliver medical marijuana by the requested delivery time but it shall not incur any liability to the Member in the event of any delay caused by force majeure or other circumstances beyond its control.
- 4.5 The Member agrees to obtain all medical marijuana only through the Cooperative.

Termination

- 5.1 In order to ensure that all plants grown by the Cooperative are properly assigned, the Member shall immediately notify the Cooperative in writing of Member's intention to discontinue participation in the Cooperative. The Member shall inform the Cooperative if the Member acquires marijuana from any other source.
- 5.2 Should the Member (a) obtain use of medical marijuana by any misrepresentation or fraudulent mean, or (b) use medical marijuana for any illegal or improper purpose, or in violation of

**Health & Safety Code § 11362.5
Designation of Primary Caregiver**

Dated: _____

I, _____, hereby certify that I suffer from cancer, anorexia, AIDS,
(Print Name)

chronic pain, spasticity, glaucoma, arthritis, migraine or other serious illness and that I have obtained a recommendation from a licensed physician to use medical marijuana (cannabis) in treating my illness. A copy of my recommendation is attached hereto.

I hereby designate _____ as my "Primary Caregiver" in accordance
(Print Name)

with California Health & Safety Code Section 11362.5, which allows a caregiver to possess or cultivate marijuana for the personal medical purposes of a patient.

I agree that I will consistently and exclusively rely upon the above designated Primary Caregiver as the source of my medical marijuana as a matter of my personal health and safety. This designation shall remain in effect for a period of one year.

Patient Signature

Tel #

Email

I hereby accept this designation as the authorized Primary Caregiver of the above-mentioned patient and agree to carry out my responsibilities to the best of my ability in compliance with the requirements of California law.

Caregiver Signature

Tel #

Email

Caregiver's Printed Name

Caregiver Street Address, City, State, Zip