

Top Notch Flowers, Inc.

To become a member of our collective, we need the following items to establish your eligibility as a qualified medical marijuana patient under California law, and to comply with the Attorney General guidelines for medical marijuana collectives and the membership requirements of our Collective:

- (1) A completed patient intake/membership application form;
- (2) Your written doctor's recommendation to use marijuana for the treatment of a serious medical condition;
- (3) Your Calif. driver's license or government-issued photo ID with date of birth and current residence address;
- (4) A signed patient membership agreement (prints your name on page 2 and sign and date the agreement on page 4);
- (5) A signed authorization for the limited use and disclosure of your medical information (sign and date on page 5); and
- (6) a signed acknowledgement and promise to follow our Facilities Guidelines (sign and date on page 6).

LIMITED PATIENT AGREEMENT

(Patient Membership Agreement)

I agree to all of the following terms and conditions of membership of Top Notch Flowers, Inc. , a nonprofit mutual benefit corporation organized under the California Nonprofit Mutual Benefit Corporation Law (referred to as the "Collective"). I understand that this membership is being issued for a limited period of time and shall expire when such period of time has elapsed. The limited period of time during which my membership shall be valid begins today and ends on December 31st, 2018 after which time my membership shall expire. I understand that this Agreement is required to join the Collective, and I promise to abide by its terms and conditions at all times during my limited tenure as a member of the Collective. I understand and agree that this "Limited Patient Agreement" replaces all former patient agreements I have entered into with the collective. In consideration of the processing of my application, and of the rights, privileges and benefits of membership in the Collective, and for other good and valuable consideration the receipt of which is hereby acknowledged, I enter into this Agreement as of the date set forth next to my signature.

1. I represent and warrant that all information, representations, records and other documents I provide to the Collective, and those provided on my behalf, to join the Collective, and as may be submitted in the future to maintain my membership and to receive medical marijuana cultivated by members of the Collective, are to the best of my knowledge and belief true, correct, complete and without any material omission.

2. I am a California resident, over 18 years of age, a qualified patient under California Law, and my doctor has recommended medical marijuana as appropriate treatment for my serious medical condition. Under the Compassionate Use Act of 1996 (California Health and Safety Code §11362.5) and the Medical Marijuana Program Act (California Health and Safety Code §§11362.7 et seq.), I may use, possess, cultivate and transport marijuana, for medical purposes only, within the State of California.

3. I agree that, this "Limited Patient Agreement" excepted, all current and former patient or membership agreements between myself and the collective are hereby abrogated. I understand that by agreeing to this "Limited Patient Agreement" I have rendered former agreements regarding my membership interest in the collective null and void.

4. I agree to comply with (1) this Agreement, (2) rules, regulations, policies, and procedures adopted by the Collective's board of directors, (3) any lawful directions, instructions and requests from staff of the Collective in connection with the delivery of medical marijuana to me for my personal medical use, and (4) state and local laws relating to medical marijuana and medical marijuana collectives, as the same may be amended from time to time. I acknowledge and agree that all activities relating to the cultivation, transportation, possession, storage, allocation, acquisition, disbursement, provision and use of medicinal marijuana by or through the Collective and its members are conducted solely for the mutual benefit of members of the Collective. Any sale, gift, distribution or transfer of possession of medical marijuana by the Collective or its individual members to any person who is not a member of the Collective is strictly forbidden.

5. As such, I authorize all members of the Collective to possess, cultivate, and transport medical marijuana on my behalf within the State of California.

6. I agree not to distribute any marijuana to anyone who is not an active member of the Collective, and only to use the medical marijuana obtained from the Collective for my personal, legitimate, medical needs. I will not take my personal medical marijuana out of the State of California for any reason. I further agree that I will not share, sell, barter, trade, give, exchange, deliver or otherwise provide my medical marijuana to any other person.

7. The Collective is a nonprofit corporation the primary purposes of which are to facilitate the collaborative efforts of its patient and caregiver members – including the allocation of costs and revenues – to cultivate, process, transport, store and distribute medical marijuana to qualified patients who join the Collective, in accordance with California and local laws. As a member, I agree to pay a production fee for the medical marijuana grown on my behalf to ensure the Collective's continued operation, and that such payments are not in any way to be construed as a commercial sale. I

further understand and agree that production fees are set at levels reasonably calculated to cover the Collective's direct and indirect overhead costs and operating expenses, including the amortization of startup costs, capital costs, and maintenance of reasonable reserves to cover contingencies and higher than anticipated overhead and operating expenditures. I understand and agree that, as a member, my proportional share of such costs and expenses is not susceptible to precise scientific calculation, and that the most fair and reasonable means of raising the revenues needed to operate the Collective, and of distributing the costs among the Collective's members, is for each member to pay a production fee based on the amount of medical marijuana cultivated for and obtained by the member from the Collective.

8. I agree to provide the Collective with all changes in my contact information, diagnosis, or primary physician immediately and to produce for inspection, copying and photographing my original, or true and correct copy, of my written doctor's recommendation or a valid medical marijuana identification card (MMIC) issued by the County Health Department to the Collective or any of its authorized employees or agents when I receive medical marijuana from the Collective.

9. I agree that any violation of the terms of this Agreement or any other rules, regulations and procedures established by the Collective's board of directors are grounds for immediate termination of membership, and that the Collective's management reserves the right to refuse to provide medical marijuana on any given day to any member for any reason or no reason whatsoever.

10. As a member of the Collective, I, my heirs, and those with me, expressly and forever disclaim the warranty of merchantability and the warranty of fitness for a particular purpose with respect to marijuana I obtain from or through the Collective.

11. I understand that marijuana may impair a person's ability to drive or operate machinery. I agree not to drive while under the influence of marijuana, or to use marijuana in any vehicle even if I am a passenger.

12. I agree not to loiter or use marijuana on or within 1000 feet of a school, playground, park, youth facility, child care facility, church or library (except that I may use marijuana for medical purposes within my own residence). I will not smoke marijuana at any location or under circumstances where smoking is prohibited by state law.

13. I, my heirs, and those with me 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 my use of marijuana or any other product/herb/food/oil/concentrate I may obtain from the Collective.

14. I understand that membership in the Collective is not assignable, descendible or transferable and was issued for a limited period of time. I agree that by joining the collective I have not purchased, been assigned, received or accepted any claim of ownership, control, equity, shares, securities, stocks or future dividends in any entity related to, arising or resulting from the collective.

15. I understand that by becoming a member of the collective I am waiving my right to any future claims arising out of my membership in the collective or any value of my membership in the collective. I further disclaim my rights to any future or prospective Member or Shareholder's actions, whether derivative or direct, that may result from the acts or dissolution of the collective or the acts of its officers, members or agents.

16. I, my heirs and those with me expressly and forever release the Collective, its officers, directors, members, landlords, operators, managers, employees, agents, growers, providers, wholesalers, and vendors, from and against any and all lawsuits, alter-ego lawsuits, demands, charges, or claims whether for personal injury, wrongful death, or any other form of injury or damages, with references to the strength, potency, purity, toxicity, storage or handling, appropriateness for your condition of any marijuana and related products I may obtain from the Collective, or any other thing, matter, occurrence, damage, or injury, further, that I knowingly waive the provisions of California 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 favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

17. WARNING: Federal drug laws, as interpreted by the United States Supreme Court, do not recognize an exception for the medical use of marijuana, even when recommended by a licensed physician. Patients who use marijuana for medical purposes accept the risk that compliance with state and local laws, and with this Agreement, may not protect you from possible federal prosecution.

18. WARNING: It is the responsibility of every patient to keep all medicine, including medical marijuana, far away from children. Use common sense. Keep your medicine under lock and key so nobody, especially children, can get to it. Any deviation from this rule is done at the sole risk and responsibility of the patient.

I hereby affirm that I read, understand and agree to the terms and conditions of this membership agreement without reservation.

AUTHORIZATION

I, hereby authorize the use and disclosure of the medical information contained in the medical recommendation of my physician for medical marijuana, for the purposes of confirming that (1) I am a qualified patient under Health and Safety

Code §§11362.5 and 11362.7 et seq., (2) the recommendation is a true and correct copy of the record contained in my medical records maintained by the physician's office, and (3) I am a member of the nonprofit medical marijuana patients collective, Top Notch Flowers, Inc., and have authorized the collective and its members to cultivate, process, transport, and store medical marijuana on my behalf, and to distribute medical marijuana to me and other qualified patients and caregivers who join the Collective. This authorization shall apply to the following:

I understand that by signing this authorization:

I authorize the use and disclosure of my individually identifiable personal information as described above for the purposes listed. I have the right to withdraw permission for the release of my information. If I sign this authorization to use and disclose information, I can revoke that authorization at any time except if you have already acted because of my permission. The revocation must be made in writing and will not affect information that has already been used or disclosed. I have the right to inspect and receive a copy of this authorization. I am signing this authorization voluntarily. I have had an opportunity to review this form, and confirm that it accurately reflects my wishes. I further understand that a person to whom records and information are disclosed pursuant to this authorization may not further use or disclose the information without my permission. The collective's policy on privacy is to not disclose the name or identity of any patient other than in the course of confirmation of the recommendation from my physician regarding the medical use of marijuana and as may be necessary to establish that the cultivation, processing, transportation, storage and dispensing of medical marijuana to me is authorized under California medical marijuana laws. This authorization shall terminate on the expiration of my medical recommendation unless terminated sooner in writing by me.