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SUPERIOR COURT OF CALIFORNIA IN AND FOR

THE COUNTY OF SAN FRANCISCO

ANDREY KUKUSHKIN, on behalf of himself and all other stockholders of VENTURE REBEL, Inc.,

Plaintiff,

vs.

MED THRIVE COOPERATIVE, INC. dba MEDITHRIVE, INC., a California Corporation; MISHA BREYBURG, an individual; SASHA PLOTITSA, an individual; JEFFREY LINDEN, an individual; and DOES 1 through 50, inclusive,

Defendants,

-and-

VENTURE REBEL, INC., a California corporation;

Nominal Defendant.

CASE NO: CGC-18-567013

**VERIFIED FOURTH AMENDED COMPLAINT (SHAREHOLDER DERIVATIVE) FOR:**

**(1) BREACH OF CONTRACT**
**(2) BREACH OF FIDUCIARY DUTIES**
**(3) WASTE OF CORPORATE ASSETS**
**(4) UNJUST ENRICHMENT**

Plaintiff ANDREY KUKUSHKIN (hereinafter "Plaintiff" or "KUKUSHKIN") derivatively on behalf of VENTURE REBEL, INC. ("VENTURE" or the "COMPANY"), submits this Shareholder Derivative Complaint against MED THRIVE COOPERATIVE, INC. dba MEDITHRIVE, INC., a California Corporation; MISHA BREYBURG, an individual; SASHA PLOTITSA, an individual; JEFFREY LINDEN, an individual; and DOES 1 through 50, inclusive, (collectively "Defendants").

## NATURE OF THE ACTION

1. This is a shareholder derivative action brought by a shareholder of VENTURE on behalf of the Company against certain of its officers and directors, and MED THRIVE COOPERATIVE, INC. ("MED THRIVE"), seeking to remedy Defendants' violations of law, including breach of contract, breaches of fiduciary duties, waste and unjust enrichment that occurred between December 2015 and the present (the "Relevant Period") and that have caused substantial monetary losses to VENTURE and other damages, according to proof.

2. VENTURE is a company formed for the purpose of managing the operations and marketing of medical cannabis businesses. At the time of its formation, California law did not permit medical marijuana dispensaries to operate for a profit. However, a medical marijuana dispensary could retain the services of a company such as VENTURE, for a fee, to handle its day-to-day operations, including staffing the medical marijuana dispensary with employees, ensuring that state and local taxes are paid, maintaining complete books and records with entries for all receipts and disbursements, and obtaining all necessary product, inventory and equipment as may be needed to operate the medical marijuana dispensary.

3. The initial Statement of Information for VENTURE was filed in November 2015, by Defendant JEFFREY LINDEN ("LINDEN") as CEO. Defendants LINDEN, MISHA BREYBURG ("BREYBURG"), and SASHA PLOTITSA ("PLOTITSA") are identified as being the directors of VENTURE.

4. Upon information and belief, during the Relevant Period, BREYBURG and PLOTITSA were also the owners, officers and on the board of directors for Defendant MED THRIVE, a California Corporation and licensed medical marijuana cooperative, having its principle place of business in San Francisco, CA and sometimes doing business as Medithrive, Inc.

5. In or around June of 2015, BREYBURG and PLOTITSA, purportedly on behalf of VENTURE, attempted to secure additional funds via an investment by Plaintiff and Andrey Muraviev aka Andrey Muravyov ("MURAVYOV") in VENTURE. BREYBURG and PLOTITSA

represented that VENTURE, pending an influx of cash, would contract with their other company, MED THRIVE, to manage MED THRIVE's medical cannabis dispensary located at 1933 Mission Street, in San Francisco, California. BREYBURG and PLOTITSA, as controlling owners, officers and board members of MED THRIVE, also promised Plaintiff and MURAVYOV that they would merge MED THRIVE with VENTURE when law permitted so as to increase the value of VENTURE for VENTURE's existing and prospective shareholders.

6. Plaintiff and MURAVYOV invested $1 million in VENTURE, in exchange for a 37.5% ownership interest in VENTURE. A true and correct copy of the term sheet and the Stock Purchase Agreement ("SPA") is attached herewith as **Exhibit A**, and **Exhibit B**, respectively. VENTURE and MED THRIVE thereafter entered into a Management Services Agreement ("MSA") wherein VENTURE would be responsible for managing the day-to-day operations of MED THRIVE. Attached as **Exhibit C** is a true and correct copy of the written MSA that VENTURE believes is controlling, the terms of which VENTURE acted under and represents MED THRIVE and VENTURE's agreement. Because Plaintiff has been shut out of the Company and is a minority shareholder, he does not have access to the signed copy of the MSA. However, upon information and belief, VENTURE acted at all times under the terms of the MSA attached as **Exhibit C**, and believes Defendants are in possession of the fully executed MSA.

7. BREYBURG, PLOTITSA and LINDEN failed to ensure that a provision providing for the merger of VENTURE and MED THRIVE was included in the MSA. With the funds invested by Plaintiff and MURAVYOV in VENTURE, BREYBURG, PLOTITSA, and LINDEN, purportedly on behalf of VENTURE, used a considerable portion thereof to remodel their other business, MED THRIVE's storefront facility, to pay their salaries as "directors" and "officers" of VENTURE and/or MED THRIVE, as well as to improve MED THRIVE's management and operations. The MSA referred to VENTURE making a loan to MED THRIVE, for purpose of rehabilitating MED THRIVE's storefront, as well as its business operations.

8. Shortly after bestowing these benefits upon MED THRIVE, BREYBURG AND PLOTITSA on behalf of MED THRIVE, unlawfully terminated the MSA with VENTURE, thereby permanently depriving VENTURE of any possibility of ever merging with MED THRIVE

or recouping the benefit it bestowed upon MED THRIVE. Effectively, BREYBURG and PLOTITSA took the $1 million belonging to VENTURE, pumped the money into their other business --- MED THRIVE --- and then terminated the agreement with VENTURE, leaving VENTURE without the initial $1 million invested by Plaintiff and MURAYOV, and without any benefit such as a long-term relationship with MED THRIVE, as was agreed. VENTURE did not thereafter pursue any legal action against MED THRIVE for its material breach of the MSA.

9. By the time MED THRIVE terminated the MSA with VENTURE, Plaintiff discovered that VENTURE had no assets and was thousands of dollars in debt, despite VENTURE receiving over $1 million in investment funds less than 18 months earlier.

## JURISDICTION AND VENUE

10. The Superior Court of the State of California in and for the County and City of San Francisco has jurisdiction over this action; in that the amount in controversy exceeds the jurisdictional minimum limit of this Court, jurisdiction is appropriate in the unlimited jurisdiction division of this Court. The Court also has jurisdiction over this Complaint because it seeks equitable and injunctive relief.

11. Venue is appropriate in the San Francisco Superior Court as defendants live in and/or have their principle place of business in San Francisco.

## IDENTIFICATION OF PARTIES

12. Plaintiff KUKUSHKIN was and is, an individual residing in the County and City of San Francisco, and was and is an investor and minority shareholder in VENTURE. Plaintiff holds 1,999,000 shares of VENTURE common stock. Plaintiff brings this action derivatively on behalf of VENTURE.

13. Nominal Defendant VENTURE, is a California Corporation (C3814542) having its principal place of business in the City of Morada, County of San Joaquin, State of California. VENTURE is a medical cannabis management and marketing company. According to its most recent Certificate of Amendment of its Articles of Incorporation, filed with the Secretary of State, on April 4, 2017 by LINDEN, the total number of shares of common stock that VENTURE was

authorized to issue was 16,000,000, and its outstanding shares of common stock was 9,200,000. VENTURE is being named as a nominal defendant because demanding that VENTURE take action as herein described, would have been futile. As such, the consent of VENTURE to be named as a plaintiff could not be obtained.

14. Upon information and belief, it is hereby alleged that Defendant BREYBURG, was and is, at all times during the Relevant Period, an individual, a shareholder and director of VENTURE. Plaintiff is further informed and believes that during the Relevant Period, BREYBURG also served on the board of directors and is a founder and officer of Defendant MED THRIVE.

15. Upon information and belief, it is hereby alleged that Defendant PLOTITSA, was and is, at all times during the Relevant Period, an individual, a shareholder and director of VENTURE. Upon information and belief, PLOTITSA resides in the County and City of San Francisco. Plaintiff is further informed and believes that during the Relevant Period, PLOTITSA also served on the board of directors and is a founder and officer of Defendant MED THRIVE.

16. Upon information and belief, it is hereby alleged that Defendant LINDEN, was and is an individual, and shareholder of VENTURE. During the Relevant Period until March 28, 2017, LINDEN was the CEO of VENTURE. Upon information and belief, LINDEN resides in the County and City of San Francisco.

17. Upon information and belief, it is hereby alleged that Defendant MED THRIVE is a California Corporation and licensed medical marijuana cooperative, having its principle place of business in San Francisco, CA and sometimes doing business as Medithrive, Inc. Its articles of incorporation were filed with the Secretary of State on March 11, 2009 by BREYBURG. Further, according to one of MED THRIVE's most recent Statement of Information filed on May 16, 2016, BREYBURG was listed as the CEO and CFO, and PLOTITSA was listed as the Secretary.

18. At all times mentioned herein, and upon information and belief, each and every Defendant was the agent or employee of each and every other Defendant. In doing the things alleged herein, each and every Defendant was acting within the course and scope of this agency or employment and was acting with the consent, permission, authorization of each of the Defendants

and/or each and every Defendant ratified and/or approved the conduct herein described by each Defendant and/or its officers and/or managing agents.

**DOES**

19. The true names or capacities, whether individual, corporate, associate, or otherwise, of Defendants named herein fictitiously as DOES 1 through 50, inclusive, are unknown to Plaintiff. Plaintiff is informed and believes, and based thereon alleges, that each of the fictitiously named Defendants is in some way liable to VENTURE for the occurrences and injuries alleged in this Complaint. These fictitiously named Defendants are VENTURE's officers, other members of management, employees and/or consultants or third parties who were involved in the wrongdoing detailed herein. These Defendants aided and abetted, and participated with and/or conspired with the named Defendants in the wrongful acts and course of conduct or otherwise caused the damages and injuries claimed herein and are responsible in some manner for the acts, occurrences and events alleged in this Complaint.

**UNNAMED PARTICIPANTS**

20. Numerous individuals and entities participated actively during the course of and in furtherance of the wrongdoing described herein. The individuals and entities acted in concert by joint ventures and by acting as agents for principles, to advance the objective of the scheme and to provide the scheme to benefit Defendants and themselves to the detriment of VENTURE.

**AIDING AND ABETTING**

21. At all relevant times, Defendants were agents of the remaining Defendants, and in doing the acts alleged herein, were acting within the course and scope of such agency. Defendants ratified and/or authorized the wrongful acts of each of the other Defendants. Defendants, and each of them, are individually sued as participants and as aiders and abettors in the improper acts, plans, schemes, and transactions that are the subject of this Complaint.

22. At all times mentioned herein, Defendants pursued a conspiracy, common enterprise, and common course of conduct to accomplish the wrongs complained of herein. The purpose and effect of the conspiracy, common enterprise, and common source of conduct complained of was, *inter alia,* to benefit the Defendants personally to the detriment of VENTURE,

by engaging in illegal, fraudulent, and wrongful activities. Each Defendant was a direct, necessary and substantial participant in the conspiracy, common enterprise, and common course of conduct complained of therein, and was aware of his/her overall contribution to, and furtherance of the conspiracy, common enterprise and common course of conduct. Defendants' acts of conspiracy include, *inter alia*, all of the acts Defendants are alleged to have committed in furtherance of the wrongful conduct complained of herein.

**DUTIES OF INDIVIDUAL DEFENDANTS**

23. By reason of their positions as officers, directors, and/or fiduciaries of VENTURE and because of their ability to control the business and corporate affairs of VENTURE, the Defendants owed VENTURE and its shareholders fiduciary obligations of trust, loyalty, good faith, and due care, and were and are required to use their utmost ability to control and manage VENTURE in a fair, just, honest, and equitable manner. The Defendants were and required to act in furtherance of the best interests of VENTURE and its shareholders so as to benefit all shareholders equally and not in furtherance of their personal interest or benefit.

24. Each director and officer of the Company owes to VENTURE and its shareholders the fiduciary duty to exercise good faith and diligence in the administration of the affairs of the Company and in the use and preservation of its property and assets, and the highest obligations of fair dealing.

25. The Defendants, because of their positions of control and authority as directors and officers of VENTURE, were able to and did, directly and/or indirectly, exercise control over the wrongful acts complained of herein. Because of their advisory, executive, managerial, and directorial positions with VENTURE, each of the individual Defendants had some access to information about the Company's dealings with MED THRIVE.

26. At all times relevant hereto, each of the individual Defendants was the agent of each of the other individual Defendants and of VENTURE, and was at all times acting within the course and scope of such agency.

27. The individual Defendants had a duty to VENTURE and its shareholders to approve or ratify any loans made by VENTURE so long as the loan may reasonably be expected to benefit

the Company.

28. Each individual Defendant, by virtue of his or her position as a director and officer, owed to the Company and its shareholders the fiduciary duties of loyalty, good faith, and the exercise of due care and diligence in the management and administration of the affairs of the Company, as well as in the use and preservation of its property and assets. The conduct of the individual Defendants complained of herein involved a knowing and culpable violation of their obligations as directors and officers of VENTURE, the absence of good faith on their part, and a reckless disregard for their duties to the Company and its shareholders that the individual Defendants were aware or should have been aware posed a risk of serious injury to the Company. The conduct of the individual Defendants who were also officers and directors of the Company during the Relevant Period have been ratified by the remaining individual Defendants who collectively comprised substantially all or all of VENTURE's board during the Relevant Period.

29. The individual Defendants breached their duties of loyalty and good faith by allowing Defendants to cause, or by themselves causing, the Company to enter into relationships that benefitted the Defendants, and each of them, exclusively. In addition, Defendants self-dealings were known to all other Defendants and the transaction at issue herein, was presided over by the same attorney for both MED THRIVE and VENTURE. As a result, VENTURE has lost out on the $1 million investment made by Plaintiff and MURAVYOV, as well as the benefit of recouping its loan to MED THRIVE and the benefit of contracting with MED THRIVE for the provision of management and marketing services for MED THRIVE for a period of at least fifteen (15) years.

**DERIVATIVE AND DEMAND FUTILITY ALLEGATIONS**

30. Plaintiff incorporates by reference and realleges each and every allegation set forth above, as though fully set forth herein.

31. VENTURE is a company formed for managing the operations of medical cannabis businesses. The Articles of Incorporation for VENTURE were filed by LINDEN in August of 2015.

32. The initial Statement of Information for VENTURE was filed in November 2015, by LINDEN as CEO. LINDEN, BREYBURG, and PLOTITSA are identified as being directors

of VENTURE.

33. In or around June of 2015, Plaintiff and MURAVYOV were approached by Defendants BREYBURG and PLOTITSA, purportedly on behalf of VENTURE, regarding investing in their medical cannabis dispensary management and marketing company, VENTURE. BREYBURG and PLOTITSA also represented that pending such an investment, they would merge VENTURE with their other company, MED THRIVE, which is and was a medical cannabis dispensary located at 1933 Mission Street, in San Francisco, California. Specifically, VENTURE was to use the investment from Plaintiff and MURAVYOV to run MED THRIVE's day-to-day business activities, including remodeling and improving MED THRIVE's storefront facility, as well as improving its management and operations, among other things. In return, Plaintiff and MURAVYOV were promised that such a contract with MED THRIVE would be beneficial and profitable for VENTURE in that VENTURE would eventually merge with MED THRIVE. Until that time, VENTURE would be the long-term management company for MED THRIVE, earning a fee.

34. As discussions progressed, Plaintiff was introduced to Defendant, LINDEN, the President, CEO, and majority shareholder of VENTURE. By October 2015, negotiations had progressed to the point by which the parties created a draft term sheet which offered significant ownership interest in VENTURE for a sizable investment.

35. On or about December 18, 2015, the parties continued to refine the term sheet to its final form, which ultimately provided Plaintiff and MURAVYOV with a collective 37.5% ownership interest in VENTURE in exchange for a $1,000,000 investment. A true and correct copy of the term sheet is attached herewith as **Exhibit A**.

36. Thereafter, Plaintiff executed a Stock Purchase Agreement (hereinafter "SPA") for the purchase of shares in VENTURE, which included an Investor Rights Agreement. A true and correct copy of the SPA is attached as **Exhibit B**. Plaintiff and MURAVYOV thereafter arranged for the transfer of $1,000,000 in funds to VENTURE.

37. One of the key provisions in the SPA was contained in the Investor Rights Agreement ("IRA"), which was a protective provision for "Supermajority Consent Required on

Failure to Satisfy Key Performance Indicators ("KPI") Targets." In sum, this provision held that if the Company failed to meet its KPI targets for over two consecutive quarters, starting with the 3rd Quarter of 2016, then the consent of at least 75% of the then-outstanding voting securities of the Company should be required to approve matters with respect to: an increase or a decrease (other than by redemption or conversion) in the authorized securities of the Company; amendments to the articles of incorporation of the Company that adversely altered or changed its powers; preferences or rights of the Common Stock, such as the creation of any series of Preferred Stock; the liquidation of the Company or any act or step which may result in its liquidation (whether voluntary or forcible); a Sale Transaction; the Shareholders' provision of any supplementary financing to the Corporation; or any acts or decisions which fall within the competence of the Shareholders under the laws of the United States.

**THE MSA**

38. A key component in VENTURE's raising of funds was to merge with MED THRIVE as a for-profit-business, when state and local laws allowed. Further, VENTURE was to contract with MED THRIVE for the provision of management and marketing services for MED THRIVE until such merger would occur and/or for a period of least 15 years. To this end, VENTURE, through its directors and officers, LINDEN, BREYBURG, and PLOTITSA, entered into the written MSA with MED THRIVE. The MSA provided that for a period of fifteen (15) years, VENTURE would manage virtually every aspect of MED THRIVE's operations, including providing and/or procuring all management, accounting, administrative and all other services, supplies and goods necessary for the orderly operation and management of MED THRIVE. The MSA included a provision that VENTURE would loan an unidentified amount of money to MED THRIVE that would be used to remodel and improve MED THRIVE's premises. Attached as **Exhibit C** is a true and correct copy of the unsigned MSA that VENTURE believes is controlling and represents MED THRIVE and VENTURE's agreement. Because Plaintiff is a minority shareholder, he does not have access to the signed copy of the MSA.

39. Upon information and belief, the MSA contractually bound MED THRIVE and VENTURE, making MED THRIVE one of VENTURE's largest clients. Yet, neither LINDEN,

BREYBURG, or PLOTITSA on behalf of VENTURE ever included a merger provision in the MSA with MED THRIVE --- a company where BREYBURG and PLOTITSA were also controlling shareholders, officers and directors. Upon information and belief, such failure was intentional and was representative of BREYBURG and PLOTITSA's self-dealings while serving in dual roles as officers and board members for both parties to the MSA.

40. Since VENTURE was going to use the $1 million investment by Plaintiff and MURAVYOV to rehabilitate and improve MED THRIVE, which in turn was supposed to benefit VENTURE by way of a long-term relationship with MED THRIVE and the promise that BREYBURG and PLOTITSA would merge the two companies together, the MSA and the merger provision was critical to VENTURE's success and bottom line. In other words, without the MSA and the merger provision, the deal was worthless to VENTURE as it would have effectively depleted VENTURE's assets, leaving VENTURE with nothing and leaving MED THRIVE with everything --- improvements, and enough assets to fund MED THRIVE's medical marijuana business.

41. The importance of the MSA and the inclusion of a merger provision in the MSA was recognized in the IRA VENTURE entered into with Plaintiff and MURAVYOV, in order to obtain the $1 million investment. The IRA expressly called for a MSA between VENTURE and MED THRIVE, that such MSA would include a merger provision, wherein the two Corporations would be allowed to merge as a for profit company in the future. However, that merger provision was never included because BREYBURG and PLOTITSA were acting in their own interests, and/or the interests of MED THRIVE rather than the interests of VENTURE on whose board they sat.

42. However, contrary to the best interest of VENTURE, the MSA between VENTURE and MED THRIVE did not include the agreed upon merger provision.

43. Pursuant to the "Strategic Plan and Sources & Uses of Capital" ("Strategic Plan") prepared by the LINDEN on behalf of VENTURE, the majority of funds invested in VENTURE (approximately $643,000.00), were immediately and directly spent for the sole benefit of MED THRIVE on the following, including, but not limited to, remodeling the storefront of their medical

cannabis dispensary, developing a web-site, marketing and advertising, ramping up operations, and purchasing inventory. Additionally, and also according to the Strategic Plan, all remaining investment funds were to be spent on developing a cultivation site under MED THRIVE's medical cannabis dispensary permit, and developing and launching a MED THRIVE brand product line into the market place.

44. Shortly after the remodel of the storefront was completed, VENTURE launched its marketing plan and website and began operations on behalf of MED THRIVE.

45. Thereafter, on or about June 8, 2016, Plaintiff met with LINDEN to check in on the operations of VENTURE, and he had his financial analyst, Alexander Mikhalev ("Mikhalev"), pose questions regarding the store's finances. Mikhalev's questions went unanswered for several days, and when Plaintiff finally expressed his concern and input in an email on June 16, 2016, he was met with a barrage of insults from LINDEN and BREYBURG, essentially telling him that he had no say or control in operations, despite the IRA reflecting the opposite.

46. On or about September 21, 2016, LINDEN made a comprehensive presentation to the Board of Directors for VENTURE, which included a glowing review on the status of the operations for MED THRIVE. For example, the presentation made assertions that storefront sales for the medical cannabis dispensary outperformed their business plan by 16% by the third month of its operation, and that delivery sales exceeded the plan by 54%. The presentation further claimed that while general margins were 5-8% behind the plan, the shortfall was covered by sales volume resulting in net income that exceeded the business plan.

47. During the first months of 2017, Plaintiff learned that LINDEN'S presentation was unsupported by the actual state of operations for MED THRIVE, which revealed that its vendors were not being paid, and that State sales taxes, which are collected upon sale, had not been paid. Additionally, employees of MED THRIVE reported that inventory for the dispensary, some or all of which was funded by VENTURE, was being shipped to another medical cannabis dispensary in Southern California. Moreover, Plaintiff learned that BREYBURG and PLOTITSA had been receiving approximately $6,000 a month in payments from MED THRIVE since early 2016.

48. Upon information and belief, VENTURE had not yet received any return or benefit from having funded MED THRIVE's operations, much less, from entering into the MSA with MED THRIVE. The return was to materialize significantly once MED THRIVE's operations were up and running.

49. On or about March 28, 2017, LINDEN resigned as CEO and President of VENTURE, citing intrusive consultant involvement in business activities, and conflict and restrictive actions on behalf of the company's board of directors.

50. By April 2017, Plaintiff learned that VENTURE had no assets and owed thousands in debt for products that were already sold at MED THRIVE's facility. The $1 million investment was gone, and VENTURE had yet to start reaping the benefits of the MSA as MED THRIVE's operations had just launched.

**THE BREACH**

51. Upon further questioning of the two known remaining directors and officers for VENTURE, regarding VENTURE's assets and profitability, BREYBURG and PLOTITSA informed Plaintiff that they would be cancelling the MSA with VENTURE, on behalf of MED THRIVE. Notably, MED THRIVE's premature termination of the MSA constituted a material breach of the MSA.

52. According to the MSA, the MSA was to remain in effect for a period of fifteen (15) years. MED THRIVE was given the option of terminating the MSA before that time if:

(a) MED THRIVE's permit was revoked or invalidated in any manner, or if MED THRIVE was terminated as a tenant on the property where MED THRIVE's facility was located;

(b) Upon repeated material non-performance and/or material breaches of contract by VENTURE for which MED THRIVE had notified VENTURE, in writing, ("repeated" meaning more than two occurrences in any twelve month period or four occurrences in the aggregate), MED THRIVE could have terminated the MSA and VENTURE would not have been entitled to notice or cure rights; or

(c) By December 31, 2020, MED THRIVE's yearly Project Management Fee paid to VENTURE in the year end 2020 constitutes more than 70% of VENTURE's total gross income from all its operations, MED THRIVE shall have the option to terminate the MSA.

53. Upon information and belief, MED THRIVE's permit was and has not been revoked or invalidated during the Relevant Period, and VENTURE was not provided with any written notices regarding material non-performance and/or material breaches of contract by MED THRIVE. Further, since it is not the year 2020, MED THRIVE's termination of the MSA was premature, unlawful, and constituted a material breach of the MSA.

**DAMAGES**

54. The termination of the MSA deprived VENTURE of any return, benefit, or profit under the MSA and further, deprived VENTURE of any long-term profit by not being able to merge with MED THRIVE. MED THRIVE's breach of the MSA also constituted a windfall for MED THRIVE --- it simply used VENTURE's funds to get its business off the ground and once that occurred, it dumped VENTURE, keeping the benefits bestowed upon it by VENTURE, all to the detriment of VENTURE. This was the byproduct of BREYBURG and PLOTITSA talking out of both sides of their mouth, while serving as the decision-makers for both parties to the MSA --- MED THRIVE and VENTURE. Such self-dealings constituted a breach of their fiduciary duties to VENTURE.

55. By virtue of MED THRIVE's breach of the MSA, VENTURE has sustained damages in the form of losing out on the benefit of the bargain regarding the MSA. Since the MSA provided for payment to VENTURE a fee of 50% of income collected by VENTURE on behalf of MED THRIVE, VENTURE has lost out on collecting a management fee of 50% since at least May of 2017, and will continue suffering damages for a period of at least another 14 years. Further, MED THRIVE's breach of the MSA also has and is preventing VENTURE from recouping its "loan" to MED THRIVE, which was used for rehabilitating MED THRIVE's business operations and store front.

56. After terminating their own contract, neither BREYBURG nor PLOTITSA sought any relief against MED THRIVE for the breach of the MSA.

## A LITIGATION DEMAND WOULD HAVE BEEN FUTILE AND IS THUS EXCUSED

57. Plaintiff brings this action derivatively in the right and for the benefit of VENTURE to redress injuries suffered, and to be suffered by VENTURE as a direct and proximate result of breach of contract, breach of fiduciary duties, waste of corporate assets, and unjust enrichment as well as the aiding and abetting thereof by Defendants. VENTURE is named as a nominal defendant solely in a derivative capacity. This is not a collusive action to confer jurisdiction on this court that it would not otherwise have.

58. Plaintiff will adequately and fairly represent the interest of VENTURE in enforcing and prosecuting its rights.

59. Plaintiff is and was an owner of VENTURE stock during the Relevant Period, and remains a shareholder of the Company.

60. Upon information and belief, the current board/officers of VENTURE consist of BREYBURG and PLOTITSA. Collectively, BREYBURG and PLOTITSA dominate and control VENTURE.

61. Demand for VENTURE to institute legal proceedings against MED THRIVE for breach of the MSA would have been and is futile. As evidenced herein, the same two board members upon whom the demand would have been made --- BREYBURG and PLOTITSA, were also during the Relevant Period, the board members and officers of MED THRIVE. As such, neither BREYBURG or PLOTITSA would have been able to independently assess or investigate the risks/benefits of prosecuting such an action on behalf of VENTURE against MED THRIVE or themselves. Upon information and belief, neither BREYBURG nor PLOTITSA would have even entertained the idea of pursuing legal relief against MED THRIVE as such action necessarily would have required that they effectively sue themselves. Such futility is demonstrated herein where Plaintiff inquired as to VENTURE's profits and operations, pursuant to the IRA, and was completely shut out of all communications and information. It was Plaintiff's questions about the status of VENTURE that preceded MED THRIVE's termination of the MSA. As such, every attempt to even question either BREYBURG or PLOTITSA about VENTURE resulted in Plaintiff

being stonewalled and adversely affected by VENTURE, through BREYBURG and PLOTITSA. Therefore, making a demand upon VENTURE's known directors and officers, would have been and is futile.

62. Demand for VENTURE to institute legal proceedings against its two known directors/officers --- BREYBURG and PLOTITSA, and former CEO LINDEN, for breach of fiduciary duties would have been and is futile. As evidenced herein, the same two board members upon whom the demand would have been made --- BREYBURG and PLOTITSA, were the same individuals being charged with violating their fiduciary duties to VENTURE. As such, neither BREYBURG or PLOTITSA would have been able to independently assess the risks/benefits of prosecuting such an action on behalf of VENTURE as they have an innate bias to protect themselves. Further, LINDEN previously resigned as herein described. Upon information and belief, neither BREYBURG nor PLOTITSA would have even entertained the idea of pursuing legal relief against themselves or against their friend, LINDEN. Upon information and belief, as CEO, LINDEN was a co-conspirator with BREYBURG and PLOTITSA and was aware of BREYBURG and PLOTITSA's self-dealings. This is evidenced by the fact that LINDEN presented misinformation to the board of directors of VENTURE regarding VENTURE and MED THRIVE's profitability. And because BREYBURG and PLOTITSA were the decision-makers at MED THRIVE, they were aware of LINDEN's misrepresentations to the directors of VENTURE and yet, they did nothing. Such futility is further demonstrated herein where Plaintiff inquired as to VENTURE's profits and operations, pursuant to the IRA, and was completely shut out of all communications and information by BREYBURG, PLOTITSA, and LINDEN. Upon information and belief, LINDEN purportedly resigned as CEO of VENTURE because of the questions posed by Plaintiff. It was Plaintiff's questions about the status of VENTURE that preceded MED THRIVE's termination of the MSA. As such, every attempt to even question either BREYBURG or PLOTITSA or LINDEN about VENTURE resulted in Plaintiff being stonewalled by BREYBURG and PLOTITSA. Therefore, making a demand upon VENTURE's known directors and officers, would have been and is futile.

63. Demand for VENTURE to institute legal proceedings against its two known directors/officers --- BREYBURG and PLOTITSA, and former CEO LINDEN, for waste would have been and is futile. As evidenced herein, the same two board members upon whom the demand would have been made --- BREYBURG and PLOTITSA, were the same individuals being charged with committing waste of VENTURE's corporate assets. As such, neither BREYBURG or PLOTITSA would have been able to independently assess the risks/benefits of prosecuting such an action on behalf of VENTURE as they have an innate bias to protect themselves. Further, LINDEN previously resigned as herein described. Upon information and belief, neither BREYBURG nor PLOTITSA would have even entertained the idea of pursuing legal relief against themselves or against their friend, LINDEN. Upon information and belief, as CEO, LINDEN was a co-conspirator with BREYBURG and PLOTITSA and was aware of BREYBURG and PLOTITSA's self-dealings. This is evidenced by the fact that LINDEN presented misinformation to the board of directors of VENTURE regarding VENTURE and MED THRIVE's profitability. And because BREYBURG and PLOTITSA were the decision-makers at MED THRIVE, they were aware of LINDEN's misrepresentations to the directors of VENTURE and yet, they did nothing. Such futility is further demonstrated herein where Plaintiff inquired as to VENTURE's profits and operations, pursuant to the IRA, and was completely shut out of all communications and information by BREYBURG, PLOTITSA, and LINDEN. Upon information and belief, LINDEN purportedly resigned as CEO of VENTURE because of the questions posed by Plaintiff. It was Plaintiff's questions about the status of VENTURE that preceded MED THRIVE's termination of the MSA. As such, every attempt to even question either BREYBURG or PLOTITSA or LINDEN about VENTURE resulted in Plaintiff being stonewalled by BREYBURG and PLOTITSA. Therefore, making a demand upon VENTURE's known directors and officers, would have been and is futile.

64. Demand for VENTURE to institute legal proceedings against its two known directors/officers --- BREYBURG and PLOTITSA, former CEO LINDEN, and MED THRIVE for unjust enrichment would have been and is futile. As evidenced herein, the same two board members upon whom the demand would have been made --- BREYBURG and PLOTITSA, were

the same individuals being charged with being unjustly enriched at the expense of VENTURE. As such, neither BREYBURG or PLOTITSA would have been able to independently assess or investigate the risks/benefits of prosecuting such an action on behalf of VENTURE as they have an innate bias to protect themselves. Further, LINDEN previously resigned as herein described. Upon information and belief, neither BREYBURG nor PLOTITSA would have even entertained the idea of pursuing legal relief against themselves or against their friend, LINDEN. Upon information and belief, as CEO, LINDEN was a co-conspirator with BREYBURG and PLOTITSA and was aware of BREYBURG and PLOTITSA's self-dealings. This is evidenced by the fact that LINDEN presented misinformation to the board of directors of VENTURE regarding VENTURE and MED THRIVE's profitability. And because BREYBURG and PLOTITSA were the decision-makers at MED THRIVE, they were aware of LINDEN's misrepresentations to the directors of VENTURE and yet, they did nothing. Such futility is further demonstrated herein where Plaintiff inquired as to VENTURE's profits and operations, pursuant to the IRA, and was completely shut out of all communications and information by BREYBURG, PLOTITSA, and LINDEN. Upon information and belief, LINDEN purportedly resigned as CEO of VENTURE because of the questions posed by Plaintiff. It was Plaintiff's questions about the status of VENTURE that preceded MED THRIVE's termination of the MSA. As such, every attempt to even question either BREYBURG or PLOTITSA or LINDEN about VENTURE resulted in Plaintiff being stonewalled by BREYBURG and PLOTITSA. BREYBURG and PLOTITSA were directly involved in the funneling of money from VENTURE to MED THRIVE, and took no efforts to protect VENTURE's assets or to ensure any type of return or reimbursement for VENTURE --- all to their benefit as officers and directors of MED THRIVE. Therefore, making a demand upon VENTURE's known directors and officers, would have been and is futile.

65. Plaintiff has not made any demand on shareholders of VENTURE to institute this action since such a demand would be a futile and useless act for the following reasons:

(a) As of April 4, 2017, VENTURE had the ability to issue 16,000,000 shares of common stock, with 9,200,000 shares outstanding. As a minority shareholder who has been shut out of corporation communications, Plaintiff has no way of knowing the identity of all current

shareholders;

(b) There could be any number of shareholders that Plaintiff is unaware;

(c) Making a demand on an unknown number of shareholders would be impossible for Plaintiff who has no way of finding out the names, addresses, or phone numbers of shareholders; and

(d) Making demand on all shareholders would force Plaintiff to incur huge expenses, assuming all shareholders could be individually identified.

**ADVERSE DOMINATION**

66. The statute of limitations does not bar plaintiff's shareholder derivative action. Plaintiff has brought this Complaint within the applicable statute of limitations.

67. Alternatively, the statute of limitation was tolled during BREYBURG, PLOTITSA, and LINDEN's adverse domination of VENTURE and the concealment by Defendants of their wrongful acts. Here, the Plaintiff and VENTURE were wholly under the adverse domination of BREYBURG, PLOTITSA, and LINDEN, who controlled the majority shareholder votes. Consequently, Defendants' wrongful conduct was unknown to Plaintiff and other minority shareholders. The statute of limitations has therefore been tolled since BREYBURG, PLOTITSA, and LINDEN dominated VENTURE. The statute of limitations should not bar Plaintiff, an innocent shareholder, from bringing this shareholder derivative suit.

**FIRST CAUSE OF ACTION**

**BREACH OF CONTRACT**

**(Against MED THRIVE and DOES l through 50)**

68. Plaintiff re-alleges and reincorporates each and every allegation contained in all previous paragraphs of all previous sections in this Complaint, inclusive, as though fully set forth herein.

69. VENTURE and MED THRIVE entered into a written contract --- the MSA;

70. VENTURE did all, or substantially all of the significant things that the contract required of it;

71. MED THRIVE materially breached the MSA by prematurely terminating the contract, without a qualifying exception as per the MSA;

72. VENTURE was harmed; and

73. MED THRIVE's breach of contract was a substantial factor in causing VENTURE's harm. As such, having performed all material terms under the MSA, VENTURE seeks specific performance by MED THRIVE, as VENTURE has no adequate remedy at law. In the alternative, VENTURE seeks monetary damages for MED THRIVE's material breach, in order to be made whole.

**SECOND CAUSE OF ACTION**

**BREACH OF FIDUCIARY DUTIES**

**(Against LINDEN, BREYBURG, PLOTITSA and DOES 1 through 50)**

74. Plaintiff re-alleges and reincorporates each and every allegation contained in all previous paragraphs of all previous sections and Causes of Action in this Complaint, inclusive, as though fully set forth herein.

75. LINDEN, BREYBURG, PLOTITSA, and Does 1 through 50, owed and owe VENTURE fiduciary obligations. By reason of their fiduciary relationships, these Defendants owed and owe VENTURE the highest obligation of good faith, fair dealing, loyalty, and due care.

76. LINDEN, BREYBURG, PLOTITSA, and Does 1 through 50, and each of them, violated and breached their fiduciary duties of care, loyalty, reasonable inquiry, oversight, good faith, and supervision.

77. LINDEN, BREYBURG, PLOTITSA, and Does 1 through 50 knew or were reckless or grossly negligent in not ensuring that a merger provision was contained in the MSA, and for not enforcing the MSA against MED THRIVE once it was breached. Further, by allowing their self-interests to supersede that of VENTURE's. Each of these Defendants purposefully and intentionally bound VENTURE to the MSA with MED THRIVE solely for the purpose of benefitting MED THRIVE and themselves, to the detriment of VENTURE. Each of these Defendants conspired and/or aided and abetted one another in pilfering VENTURE's assets to the sole benefit and advantage of MED THRIVE and themselves. These actions could not have been

in a good faith exercise of prudent business judgment to protect and promote the Company's corporate interests.

78. LINDEN, BREYBURG, PLOTITSA, and Does 1 through 50, and each of them, were Plaintiff's officers and directors of VENTURE; that LINDEN, BREYBURG, PLOTITSA, and Does 1 through 50, and each of them, knowingly acted against Plaintiff and VENTURE's interests in connection with obtaining and using the $1 million invested in VENTURE for the benefit of their other company --- MED THRIVE, and for the benefit of themselves. Further, by contracting VENTURE under the MSA with MED THRIVE, and by acting on behalf of MED THRIVE whose interests were and are adverse to Plaintiff and VENTURE in connection with the MSA. Plaintiff did not give informed consent to the conduct of LINDEN, BREYBURG, PLOTITSA, and Does 1 through 50, and each of them.

79. As a direct and proximate result of these Defendants' failure to perform their fiduciary obligations, VENTURE has sustained significant harm and damages. The conduct of LINDEN, BREYBURG, PLOTITSA, and Does 1 through 50, and each of them, was a substantial factor in causing plaintiff and VENTURE's harm. As a result of the misconduct alleged herein, these Defendants are liable to the Company.

## THIRD CAUSE OF ACTION

## WASTE

**(Against LINDEN, BREYBURG, PLOTITSA and DOES 1 - 50)**

80. Plaintiff re-alleges and reincorporates each and every allegation contained in all previous paragraphs of all previous sections and Causes of Action in this Complaint, inclusive, as though fully set forth herein.

81. As a result of the misconduct described above, Defendants LINDEN, BREYBURG, PLOTITSA, and Does 1 through 50 wasted corporate assets: (1) by dumping the entire investment by Plaintiff and MURAVYOV of $ 1 million into MED THRIVE for the purpose of benefitting only the Defendants, and each of them; (2) spending considerable man power and time in rehabilitating and operating MED THRIVE, to the exclusive benefit of MED THRIVE and

to the detriment of VENTURE; and (3) not making any effort to protect the interest of VENTURE, including the recent investment it obtained from Plaintiff and MURAVYOV.

82. As a result of the waste of corporate assets, Defendants LINDEN, BREYBURG, PLOTITSA, and Does 1 through 50 are liable to the Company.

83. The acts of Defendants LINDEN, BREYBURG, PLOTITSA, and Does 1 through 50, and each of them, were done maliciously, oppressively, and with intent to defraud, and Plaintiff on behalf of VENTURE, is entitled to punitive damages and exemplary damages in an amount to be shown according to proof at the time of trial.

## FOURTH CAUSE OF ACTION

## UNJUST ENRICHMENT

**(Against MED THRIVE, LINDEN, BREYBURG, PLOTITSA, and DOES 1 through 50)**

84. Plaintiff re-alleges and reincorporates each and every allegation contained in all previous paragraphs of all previous sections and Causes of Action in this Complaint, inclusive, as though fully set forth herein.

85. Plaintiff is informed and believes, and thereon alleges, that Defendants will assert that the MSA is not enforceable as an illegal contract under Federal law or an otherwise defective agreement. Assuming the MSA is found to be illegal and unenforceable, Plaintiff pleads this cause of action in the alternative seeking restitution.

86. By their wrongful acts and omissions, all of the Defendants, and each of them, were unjustly enriched at the expense of and to the detriment of VENTURE.

87. Plaintiff, as a shareholder and representative of VENTURE, seeks restitution from these Defendants, and each of them, and seeks an order of this Court disgorging all profits, benefits, and other compensation obtained by these Defendants, and each of them, from their wrongful conduct and fiduciary breaches.

88. Plaintiff, on behalf of VENTURE, has no adequate remedy at law.

## PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays for judgement against Defendants, and each of them, jointly and severally, as follows:

A. For special damages, as permitted by law, in an amount or amounts to be proven at time of trial;

B. For general damages, as permitted by law, in an amount or amounts to be proven at time of trial;

C. For punitive and exemplary damages, as permitted by law, in an amount to be proven at time of trial;

D. For attorneys' fees which they are entitled to recover pursuant to paragraph 13(b) of the Management Services Agreement;

E. For prejudgment interest and post judgement interest, at the highest rates permitted by law;

F. Directing VENTURE to seek the resignation of Defendants BREYBURG and PLOTITSA;

G. Extraordinary equitable and/or injunctive relief as permitted by law, equity, and state statutory provisions sued hereunder, including attaching, impounding, imposing a constructive trust on, or otherwise restricting Defendants' assets so as to assure that Plaintiff on behalf of VENTURE has an effective remedy;

H. Specific performance by MED THRIVE under the MSA;

I. Awarding to VENTURE restitution from the Defendants, and each of them, and ordering disgorgement of all profits, benefits, and other compensation obtained by the Defendants;

J. Awarding to Plaintiff the costs and disbursement of the action, including reasonable attorneys' fees, accountants' and experts' fees, costs, and expenses;

K. For any and all other available equitable relief; and

L. For such other and further relief as the Court deems just and proper.

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DATED: May 28, 2019

**FINKLE LAW OFFICE**

By: _____
ROBERT D. FINKLE
Attorney for PLAINTIFF

VERIFICATION

I, Andrey Kukushkin, hereby declare as follows:

I am a shareholder of Venture Rebel, Inc. I was a shareholder at the time of the wrongdoing complained of and I remain a shareholder. I have reviewed the allegations in this Verified Shareholder Derivative Complaint. As to those allegations of which I have personal knowledge, I can and will so testify as to their truthfulness; as to those allegations of which I lack personal knowledge, upon information and belief I believe them to be true. Having received a copy of the Complaint and reviewed it with counsel, I authorize its filing.

I declare under penalty of perjury of the State of California that the foregoing is true and correct.

Dated: 5/28/2019

DocuSigned by:
9E2FA4600D1444F...
Andrey Kukushkin

# EXHIBIT A

**Corporation: Venture Rebel Inc.**

# TERM SHEET

**Date: December 18, 2015**

This Term Sheet represents the current understanding of the parties with respect to certain of the major issues relating to the proposed private offering and does not constitute a legally binding agreement. Except for the section entitled "Binding Terms" this summary does not constitute a legally binding obligation. Any other legally binding obligation will only be made pursuant to definitive agreements to be negotiated and executed by the parties. This Term Sheet does not constitute an offer to sell or a solicitation of an offer to buy securities in any jurisdiction where the offer or sale is not permitted.

## NON-BINDING TERMS

| | |
|---|---|
| *Issuer:* | Venture Rebel, a corporation to be incorporated under the laws of California (the "**Corporation**") |
| *Securities:* | Common Shares (the "**Shares**") |
| *Amount of the offering:* | $ 1,000,000.00 |
| *Price per share:* | $ 0.1667 per share (the "**Initial Price**"), based on a pre-money valuation of $1,667,000.00 and the attached capitalization table (Appendix A). |
| *Investor(s)* | Palmways Holdings Limited (owners: Andrey Kukushkin and Andrey Muraviev). |
| *Common Shares:* | All stock in the Corporation will initially be held as Common Shares. Shares will be subject to customary adjustments of all other commons shares for stock splits, stock dividends, etc. All Common Shares will be subject to the rights and protections in the Corporation's Articles of Incorporation and Bylaws. |
| *Share purchase agreement:* | The Corporation and Investors will enter into a share purchase agreement containing standard representations and warranties, with survival period of 4 years, as well as a shareholder voting agreement, and a right of first refusal and co-sale agreement, and such other and additional agreements as may be reasonably necessary and customary for the closing of the transaction contemplated by this term sheet (together, the "**Definitive Agreements**"). |
| *General voting rights:* | All Common Shares receive one vote on all relevant matters except as specifically noted herein or required by law. |
| *Lock-Up / Restrictions on Transfer; Affiliates* | The Shares will be Restricted Shares (as defined under the Securities Act of 1933) and shall be subject to standard market stand-off provisions. Notwithstanding the foregoing, a shareholder may transfer any of its Shares to an affiliate; provided, however, for the avoidance of doubt, that a party may not effect any such transfer other than subject to all restrictions associated with the market-standoff provisions; and provided, further that any such affiliate (i) |



Exhibit A

| | |
|---|---|
| | is bound by the terms and conditions of the Shareholders Agreement; and (ii) assumes the obligations of the Party having transferred its Shares to that shareholder as regards any financing or collateral provided by the Party concerned in relation to the Company and its Subsidiaries. |
| ***Information rights:*** | The Corporation will provide to each holder of at least 5% of the Corporation's issued and outstanding voting securities ("***Major Investors***"), (i) unaudited annual financial statements and (ii) unaudited quarterly financial statements and an annual business plan. This right will terminate immediately prior to the Corporation's IPO or completion of a Sale Transaction (as defined below). Each Shareholder will have the right of access at any time, on reasonable notice and during regular business hours, to the books and records of the Corporation, including management reports and other financial and commercial information maintained by the Corporation and its subsidiaries. |
| ***Protective provisions:*** | Subject to the supermajority consent requirement on failure to satisfy KPI Targets, defined below, the consent of majority of the then-outstanding Shares will be required for any action that (i) amends the Articles of the Corporation if it would adversely alter the rights, preferences, privileges or powers of Shares; (ii) changes the number of directors from current number; or (iii) approves any Sale Transaction. |
| ***Sale Transaction:*** | A "**Sale Transaction**" shall mean (i) any merger, amalgamation, reorganization, consolidation or other transaction involving the Corporation and any other corporation or other entity or person in which the persons who were the shareholders of the Corporation immediately prior to such merger, amalgamation, reorganization, consolidation or other transaction own less than fifty percent (50%) of the outstanding voting shares of the surviving or continuing entity after such merger, amalgamation, reorganization, consolidation or other transaction; (ii) the sale, exchange or transfer by the Corporation's shareholders, in a single transaction or series of related transactions, of all of the voting shares of the Corporation; or (iii) the sale of all or substantially all of the assets of the Corporation. |
| ***Supermajority consent required on failure to satisfy KPIs:*** | Should the Corporation fail to meet the KPI Targets (defined as 70% of Forecasted Operating Jncome per the Corporation business plan provided to Investors and to be made Appendix B to this Term Sheet and a schedule to the share purchase agreement) assessed against a rolling average of Corporation actual operating income over 2 consecutive quarters starting with Q3 2016, then during the next proceeding calendar quarter and until such time the Corporation has satisfied the KPI Targets calculated for the calendar quarter last ended, the consent of Shareholders holding at least 75% of the then outstanding voting shares of the Corporation's stock shall be required to approve any of the following matters:<br>(i) an increase or a decrease (other than by redemption or conversion) in the authorized share capital; |

(ii) amendments to the constitutional documents that adversely alter or change the powers, preferences or special rights of the Common Stock, such as the creation of any series of Preferred Stock;
(iii) the liquidation of the Corporation or any act or step which may result in its liquidation (whether voluntary or forcible);
(iv) a Sale Transaction;
(v) the Shareholders' provision of any supplementary financing to the Corporation; or,
(vi) any acts or decisions which fall within the competence of the Shareholders under the laws of the United States.
The KPI Target requirement shall sunset upon either of the following:
A. Investment is fully recaptured in distributions and/or disbursements; or
B. KPI Target is met or exceeded for 3 consecutive years.

***Additional Investor Right on failure to satisfy KPIs:***

Should the Corporation fail to meet the KPI Targets, then within 30 days of such failure, any Major Investor may demand, on notice to the CEO in writing, a special meeting of the Board of Directors to review and restructure the Corporation's business plan, strategy and operating budgets, with all new or amendment business plans, strategy documents, and operating budgets requiring the approval.

***Pre-emptive rights (to maintain proportionate ownership):***

Each of the Major Investors will have a right to purchase its *pro rata* share of any offering of new securities by the Corporation, subject to customary exceptions. This right will terminate immediately prior to the Corporation's IPO, a Sale Transaction or three (3) years after the date of Shareholders Agreement executed upon Closing.

***Co-Sale Rights:***

In the event that any shareholder ("Selling Party") proposes to sell their shares to a third party ("Third Party"), the Selling Party agrees not to make the sale unless Third Party includes an offer to purchase the shares of the Investors on the same terms. If Third Party has specified a maximum number of shares that they are willing to buy, then the Selling Party and interested Investors may sell their pro-rata share of the amount to be purchased by Third Party.

***Election of directors:***

Provision agreeing to elect the following individuals to the board (i) one director designated by the holders of the new Shares to Investors (the "**Investor Nominee**"); (ii) the CEO will fill one board seat; (iii) two directors designated by the Founders; and (iv) one director designated by Common shareholders acceptable to the Investor Nominee and Founders. The holders of the new Shares may also appoint a position on the Board of Advisors, which has already been instated.

***Board Decisions:***

Each member of the board of directors will have one vote. Should the Corporation fail to meet the KPI Targets assessed against a rolling average of Corporation actual operating income over 2 consecutive quarters starting with Q3 2016, then during the next proceeding calendar quarter and until such time the Corporation has

satisfied the KPI Targets calculated for the calendar quarter last ended, the following matters shall require the unanimous consent of the then Board of Directors: (i) annual business plans and operating budgets: (ii) the appointment and termination of the Corporation's Secretary; (iii) approval of year end financial statements, annual reports, and accounting balance sheets; (iv) grant of options under the option program approved by holders of a majority of the outstanding voting shares of the Corporation's stock; (v) transactions outside the budget if the assets and liabilities constituting the subject matter or outcome of the transaction in question have a value of more than $100,000; (vi) equity investments, including, without limitation, acquisition or disposal of, subscriptions to, and encumbrances on, any shares or participation interests in any company, trust, enterprise, or other business; (vii) the launch of any subsidiary; (viii) the organization, restructuring, or liquidation of any subsidiaries (regardless of the equity participation in such entities), the acquisition, transfer, or pledging of shares or other corporate rights in any other companies, and equity participation in or withdrawal from any joint ventures or partnerships; (ix) the making or acceptance of any loans, credits or other debt instruments and the grant of any warranty or surety except for consumer warranties provided in the ordinary course in connection with the sale, manufacture and distribution of products; and (x) declaration of interim dividends.

***CEO***

The CEO will carry out the day-to-day management of the Corporation's business subject to the shareholder consent requirements and board approval requirements provided above. The CEO will be elected by a majority of the Board of Directors. The CEO shall nominate the CFO, if any, whose appointment must be approved by a majority of the Board of Directors.

***Dividends:***

Dividends shall be payable when, as and if declared by the Board of Directors, and shall be non-cumulative. It is the current intent of the Corporation that beginning in 2016 the Corporation will make quarterly distributions to the shareholders of fifty percent of cumulative cash, or as otherwise determined by the Board of Directors.

***Founder matters:***

Each Founder shall have transferred all relevant intellectual property to the Corporation, entered into an employment agreement or director agreement with the Corporation and signed agreements with respect to voting and vesting their Founders shares over an agreed term of two (2) years (the vesting of shares does not apply to Misha Breyburg and Sasha Plotitsa who have been issued fully vested shares). The vesting agreement will provide for full acceleration of vesting for all shares held by the Founders on the completion of an IPO or Sale Transaction.

***Management Agreement:***

The Corporation shall provide satisfactory assurances surrounding the execution and validity of the Management Agreement between the Corporation and Med Thrive Cooperative, Inc. Any changes to the Management Agreement shall require a unanimous vote of the Board of Directors. The Board of Directors, Founders, Officers and any related parties shall agree to avoid any actions or inaction that

may cause termination of the Management Agreement or any changes that are not in favor of the Corporation. The Management Agreement will provide that Med Thrive Cooperative, Inc. will merge into or become a subsidiary of the Corporation (depending on the best tax and general liability outcomes) upon changes in the law allowing it to convert to legal for-profit status.

***Noncompetes:*** Each Board Director, Officer, Founder, and Board of Advisor member shall confirm and agree to abide by all fiduciary duties to the Corporation, including the duty of good faith and fair dealing, duty of care, duty of loyalty, duty to avoid conflicts, and agree to not compete with the Corporation during their employment with the Corporation and for a year after termination of any employment with the Corporation.

**BINDING MATTERS**

Should the Corporation and the Investors sign counterparts of this term sheet, the following provisions of this Term Sheet shall represent binding obligations and shall be enforceable against each of the parties hereto in accordance with their terms.

***Deposit/Loan:*** Upon execution and delivery of this Term Sheet the Investor shall make available to the Corporation, by wire transfer of immediately available funds, the sum of ($250,000) (the "Investor Loan"), which may be used by the Corporation immediately for working capital proceeds and shall be treated as a short term loan to the Corporation. If Definitive Agreements are not executed, then the Investor Loan shall mature and be due and payable to the Investor on the nine-month anniversary of this Term Sheet. Upon the execution and delivery of the Definitive Agreements, the principal amount of the Investor Loan shall be converted into the shares of Common Stock to be issued to the Investors in this transaction. In case of failure to negotiate and execute the Definitive Agreements within 60 days of Term Sheet, interest will begin to accrue at on the Investor Loan at the rate of 4% simple interest per annum.

***Exclusivity:*** For a period of thirty days, the Corporation agrees not to solicit offers from other parties for any financing. Without the consent of Investors, the Corporation will not disclose these terms to anyone other than officers, directors, key service providers, and other potential Investors in this financing.

***Definitive Agreements:*** The Corporation and its counsel will be responsible for preparing the initial drafts of the Definitive Agreements. The Corporation and the Investors will negotiate in good faith to arrive at acceptable Definitive Agreements for approval, execution and delivery on the earliest reasonably practicable date.

***Access:*** The Corporation will provide the Investors complete access to its facilities, books and records and will cause its, officers, directors, employees, accountants and other agents and representatives (collectively, "Representatives") to cooperate fully with the Investors and their Representatives in connection with such their due diligence investigation.

| | |
|---|---|
| ***Costs:*** | Each party will be responsible for and bear all its own costs and expenses incurred in connection with the proposed transaction, including expenses of its Representatives, incurred at any time in connection with pursuing or consummating the proposed transaction. |
| ***Governing Law:*** | This Letter will be governed by and construed under the laws of the state of California without regard to principles of conflict of laws. |

This Term Sheet may be executed in counterparts, which together will constitute one document. Electronic signatures shall have the same legal effect as original signatures.

**Venture Rebel Inc.**

*Signature*

Jeff Linden

*Jeff Linden*

*CEO/President*

12/20/2015

*Date*

**Palmway Holdings Limited**

*Signature*

*Print name*

*Print title*

*Date*

**Palmway Holdings Limited**

*Signature*

*Print name*

*Print title*

*Date*

## Appendix A – Capitalization Table

# Appendix B – Business Plan Forecasted Operating Income (Quarterly)

*Venture Rebel*

## Forecasted Operating Income - Appendix B

| Year | Quarter | Operating Income |
|---|---|---|
| 2016 | 1st Quarter | -$259,361 |
| | 2nd Quarter | $148,683 |
| | 3rd Quarter | $78,167 |
| | 4th Quarter | $134,422 |
| 2017 | 1st Quarter | $134,801 |
| | 2nd Quarter | $312,465 |
| | 3rd Quarter | $441,507 |
| | 4th Quarter | $677,874 |
| 2018 | 1st Quarter | $830,485 |
| | 2nd Quarter | $980,221 |
| | 3rd Quarter | $993,030 |
| | 4th Quarter | $1,244,048 |

# EXHIBIT B

# VENTURE REBEL, INC.

# STOCK PURCHASE AGREEMENT



Exhibit "B"

# STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "Agreement") is dated March ___, 2016 (the "Effective Date"), and is made by and among Venture Rebel, Inc. a company organized under the laws of California (the "Company"), and each of the Investors executing a counterpart of this Agreement, below (each referred to as an "Investor").

WHEREAS, the Company has recently been organized and seeks to raise seed round investment capital from investors;

WHEREAS, Investor has determined to apply for and acquire common shares of the Company in exchange for the purchase price set forth below and is prepared to pay for such shares;

NOW, therefore, the parties hereby agree as follows:

1. Purchase and Sale of Stock.

1.1 Sale and Issuance of Stock.

(a) Subject to the terms and conditions of this Agreement, the Investor agrees to apply for and purchase at the Closing, and the Company agrees to sell and issue to the Investor at the closing ("Closing"), the number of shares of common stock of the Company (the "Common Stock") set forth opposite the Investor's name on Schedule A hereto for a total purchase price of $US $1,000,000 (of which $250,000 has been received per the Term Sheet dated December 18, 2015) (the "Purchased Shares").

1.2 Closing.

(a) The Closing of the purchase and sale of the Common Stock shall take place at the offices of Javid Rubens, LLP, 220 Montgomery Street, Suite 2100, San Francisco, California, 94104, at 10:00 a.m. (or at such other time and place as the Company and Investor mutually agree upon orally or in writing), on or before March 11, 2016, as soon as possible after the conditions of Article 5 hereof are met. The date on which the Closing occurs is referred to herein as the "Closing Date".

(b) At the Closing, the Company shall deliver to the Investor a certificate representing the Common Stock which Investor is purchasing against delivery to the Company by Investor of a check, wire transfer or any combination thereof, in the amount of the purchase price (or any amount of the purchase price that has not yet been paid by Investor to date) therefor payable to the Company. At the Closing, the Investor shall become a party to this Agreement and the Investors' Rights Agreement in substantially the form attached hereto as Schedule B (the "Rights Agreement," and together with this Agreement, the "Transaction Documents") and shall have the rights and obligations thereunder.

2. Representations and Warranties of the Company. The Company hereby represents and warrants to the Investor, as of the date hereof that:

2.1 Organization and Qualification. The Company is duly organized, validly existing and solvent under the laws of California and has all requisite corporate power and authority to carry on its business as now conducted and as presently proposed to be conducted to own and operate its assets and to enter into the Transaction Documents. The Company is duly qualified to transact business and is solvent

(and in good standing if applicable) in each jurisdiction in which the failure to so qualify would have a material adverse effect on its business, properties, prospects or financial condition.

2.2 Capitalization and Voting Rights.

(a) The authorized capital of the Company consists of 10,000,000 shares of common stock, of which 9,200,000 shares are issued to the existing shareholders of the Company and outstanding, and 200,120 shares have been reserved for issuance on exercise of stock options granted under the Company's stock option plan. No shares of preferred stock have been authorized, and no options or warrants or other securities convertible into ordinary shares have been issued.

(b) Immediately after the Closing, the authorized capital of the Company will consist of 16,000,000 shares of common stock, of which 15,798,680 shares will have been issued to the shareholders of the Company and outstanding and 200,120 shares will have been reserved for issuance on exercise of stock options granted under the Company's stock option plan. No shares of preferred stock will have been authorized, and no options or warrants or other securities convertible into ordinary shares will have been issued.

(c) Valid Issuance. The outstanding shares of Common Stock are all duly and validly authorized and issued, fully paid and were issued in accordance with law.

2.3 Subsidiaries. The Company has never owned or controlled, and does not presently own or control, directly or indirectly, any interest in any other company, partnership, association, or other business entity.

2.4 Authorization. All corporate action on the part of the Company, its officers, directors and shareholders necessary for the authorization, execution and delivery of the Transaction Documents, the performance of all obligations of the Company hereunder and thereunder and the authorization, issuance (and reservation for issuance), sale and delivery of the Common Stock being sold hereunder has been taken or will be taken prior to the Closing, and the Transaction Documents, and all the other agreements required to be executed and delivered by the Company in connection therewith, constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

2.5 Valid Issuance Common Stock. The Common Stock which is being applied-for and purchased by the Investor hereunder, when issued, sold and delivered in accordance with the terms hereof for the consideration expressed herein, will be duly and validly issued and fully paid, will be free of restrictions on transfer other than any restrictions on transfer contained in the Transaction Documents and under the Articles of Incorporation of the Company (the "Articles"), and will be issued in compliance with all applicable securities laws.

2.6 Governmental Consents. No consent, approval, order or authorization of, or qualification, designation, or declaration, any governmental authority on the part of the Company is required in connection with the consummation of the transactions contemplated by this Agreement, except that the authorized shares of the Company shall be increased to 16,000,000 by amendment to the Articles of Incorporation prior to the Closing Date.

2.7 Authorization of Agreements, Etc. Subject to the amendment of the Articles of Incorporation to increase the authorized shares of the Company, the execution, delivery and performance of this Agreement and the Transaction Documents and the consummation of the transactions contemplated hereby will not result in (a) the violation of any provision of the Articles or the Bylaws of the Company, (b) to the Company's knowledge, in any violation of any provision of law, any order of any court or other agency of government, or (c) any provision of any material indenture, agreement or other instrument to which the Company is bound, or be in conflict with or constitute, with or without the passage of time and giving of notice, either a default under any such material indenture, agreement or other instrument or result in the creation of any lien, charge or encumbrance upon any assets of the Company.

2.8 Disclosure. The Company has provided Investor with all the information that Investor has requested in order to decide whether to apply for and purchase the Common Stock. To the Company's knowledge, neither this Agreement nor any of the Exhibit(s) hereto, taken as a whole, contain any untrue statement of a material fact or omits a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they were made, not misleading.

3. Representations and Warranties of the Investor. Investor hereby represents and warrants to the Company that:

3.1 Authorization. Investor has full power and authority to enter into the Transaction Documents, and each Transaction Document constitutes its valid and legally binding obligation, enforceable against Investor in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and (b) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

3.2 Purchase Entirely for Own Account. The Common Stock to be applied for and purchased by Investor is being acquired for investment for Investor's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and Investor has no present intention of selling, granting any participation in, or otherwise distributing the same.

3.3 Disclosure of Information. Investor represents that it has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of the Common Stock.

3.4 Investment Experience. Investor has completed an Investor Questionnaire and acknowledges that it is an investor in securities of companies in the development stage and acknowledges that it is able to fend for itself, can bear the economic risk of its investment and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Common Stock. If other than an individual, Investor also represents it has not been organized for the purpose of acquiring the Common Stock.

4. Limitations on Disposition.

4.1 Restriction on Transfer; Permitted Transfers.

(a) Investor shall not transfer, assign, encumber or otherwise dispose of any of the Purchased Shares in contravention of the Company's first refusal rights under this Article, except for the following ("Permitted Transfers"):

(i) a gratuitous transfer of Purchased Shares made to the Investor's spouse or issue, including adopted children, or to a trust for the exclusive benefit of the Investor or the Investor's spouse or issue; or

(ii) a transfer of title to the Purchased Shares effected pursuant to the Investor's will or the laws of intestate succession.

(b) Disposition of Shares. Investor additionally hereby agrees that Investor shall make no disposition of the Purchased Shares (other than a Permitted Transfer under paragraph 4.1(a)) unless and until:

(i) Investor shall have notified the Company of the proposed disposition and provided a written summary of the terms and conditions of the proposed disposition;

(ii) Investor shall have complied with all requirements of this Agreement applicable to the disposition of the Purchased Shares; and

(iii) Investor shall have provided the Company with written assurances, in form and substance satisfactory to the Company, that (A) the proposed disposition does not require registration of the Purchased Shares under the Securities Act or (B) all appropriate action necessary for compliance with the registration requirements of the Securities Act or of any exemption from registration available under the Securities Act has been taken.

(c) The Company shall not be required (i) to transfer on its books any Purchased Shares which have been sold or transferred in violation of the provisions of this Article 4 or (ii) to treat as the owner of the Purchased Shares, or otherwise to accord voting or dividend rights to, any transferee to whom the Purchased Shares have been transferred in contravention of this Agreement.

(d) Transferee Obligations. Each person (other than the Company) to whom the Purchased Shares are transferred by means of one of the Permitted Transfers specified in Article 4.1(a) must, as a condition precedent to the validity of such transfer, acknowledge in writing the Company's first refusal rights granted hereunder, to the same extent such shares would be so subject if retained by the Investor.

(e) Definition of Owner. For purposes of this Article 4 of this Agreement, the term "Owner" shall include the Investor and all subsequent holders of the Purchased Shares who derive their chain of ownership through a Permitted Transfer from the Investor in accordance with paragraph 4.1.

(f) Market Stand-Off.

(i) In connection with any underwritten public offering by the Company of its equity securities pursuant to an effective registration statement filed under the Securities Act, including the Company's initial public offering, Owner shall not sell, make any short sale of, loan, hypothecate, pledge, grant any option for the purchase of, or otherwise dispose or transfer for value or otherwise agree to engage in any of the foregoing transactions with respect to, any Purchased Shares without the prior written consent of the Company or its underwriters. Such restriction (the "Market Stand-Off") shall be in effect for such period of time from and after the effective date of the final prospectus for the offering as may be requested by the Company or such underwriters. In no event, however, shall such period exceed one hundred eighty (180) days and the Market Stand-Off shall in all events terminate two (2) years after the effective date of the Company's initial public offering.

(ii) Owner shall be subject to the Market Stand-Off provided and only if the officers and directors of the Company are also subject to similar restrictions.

(iii) Any new, substituted or additional securities which are by reason of any recapitalization or reorganization distributed with respect to the Purchased Shares shall be immediately subject to the Market Stand-Off, to the same extent the Purchased Shares are at such time covered by such provisions.

(iv) In order to enforce the Market Stand-Off, the Company may impose stop transfer instructions with respect to the Purchased Shares until the end of the applicable stand off period.

(g) Restrictive Legends. In order to reflect the restrictions on disposition of the Purchased Shares, the stock certificate(s) for the Purchased Shares will be endorsed with restrictive legends, including the following legends (these restrictions are incorporated into this Agreement):

(i) THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE FEDERAL SECURITIES ACT OF 1933 (THE "ACT") OR QUALIFIED UNDER ANY STATE SECURITIES LAW (THE "LAW"). THE SHARES HAVE BEEN ACQUIRED FOR INVESTMENT AND NEITHER SAID SHARES NOR ANY INTEREST THEREIN MAY BE OFFERED FOR SALE, SOLD, OR OTHERWISE TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SHARES UNDER THE ACT AND QUALIFICATION UNDER THE LAW, OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION AND QUALIFICATION ARE NOT REQUIRED AS TO SAID OFFER, SALE, OR TRANSFER.

(ii) THE SHARES ARE SUBJECT TO RESTRICTIONS ON TRANSFER FOR A PERIOD OF UP TO ONE HUNDRED EIGHTY (180) DAYS FOLLOWING THE EFFECTIVE DATE OF THE COMPANY'S INITIAL UNDERWRITTEN PUBLIC OFFERING AND MAY NOT BE SOLD OR OTHERWISE DISPOSED OF BY THE HOLDER WITHOUT THE CONSENT OF THE COMPANY OR THE MANAGING UNDERWRITER.

(iii) SALE, TRANSFER, HYPOTHECATION, ENCUMBRANCE, OR DISPOSITION OF THE SHARES REPRESENTED BY THIS CERTIFICATE IS RESTRICTED BY THE PROVISIONS OF A STOCK PURCHASE AGREEMENT AND INVESTORS' RIGHTS AGREEMENT BETWEEN THE SHAREHOLDER AND THE COMPANY. ALL PROVISIONS OF THE STOCK PURCHASE AGREEMENT AND INVESTORS' RIGHTS AGREEMENT ARE INCORPORATED BY REFERENCE IN THIS CERTIFICATE. COPIES OF THOSE AGREEMENTS MAY BE INSPECTED AT THE PRINCIPAL OFFICE OF THE COMPANY.

(iv) Any legend required by applicable state securities laws.

(v) Tax Advisors. Investor has reviewed with Investor's own tax advisors the tax consequences of this investment, where applicable, and the transactions contemplated by this Agreement. Investor is relying solely on such advisors and not on any statements or representations of the Company or any of its agents with respect to such tax consequences and understands that Investor (and not the Company) shall be responsible for Investor's own tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement.

4.2 Right of First Refusal.

(a) Except as otherwise provided in this Agreement, an Owner shall not assign, hypothecate, donate, encumber or otherwise dispose of any interest in the Purchased Shares, without first offering to the Company the right and option to purchase such stock as hereinafter provided (the "Right of First Refusal").

(b) If an Owner desires to sell or transfer any or all of the Purchased Shares (a "Selling Shareholder"), such Selling Shareholder shall first give written notice (the "Offer Notice") to the Company of his intention to do so. The Offer Notice shall be accompanied by an executed counterpart of any document of transfer, which must include the name and address of the proposed purchaser (the "Proposed Shareholder") and specify the number of shares to be transferred (the "Offered Shares"), the price per share, and the terms of payment. The terms of payment must be cash or cash equivalent (a certificate of deposit, shares of stock in a publicly traded company, and the like). The Company shall have the option, but not the obligation, to purchase all but not less than all of the Offered Shares at the price and on the terms set forth in the Offer Notice, for a period of ninety (90) days from receipt of the Offer Notice. The Offer Notice constitutes an irrevocable offer by the Selling Shareholder to sell the Offered Shares to the Company at the price and payment terms specified in the Offer Notice for ninety (90) days from receipt of the Offer Notice.

(c) The Company shall exercise its option by giving written notice (the "Acceptance Notice") to the Selling Shareholder within ninety (90) days from receipt of the Offer Notice stating that it is exercising its option and the applicable purchase price of the Offered Shares as determined in accordance with the foregoing paragraph. Thereafter, the Selling Shareholder shall deliver to the Company the share certificate(s) representing the Offered Shares being purchased against payment by the Company of the applicable purchase price.

(d) If an Acceptance Notice(s) is not delivered to the Selling Shareholder by the Company on all of the Offered Shares within the ninety (90) day offer period, the Offered Shares may be transferred to the Proposed Shareholder on the terms specified in the Offer Notice at any time within ninety (90) days after expiration of such ninety (90) day offer period, provided that (1) such sale is made at a price and on the payment terms specified in the Offer Notice, (2) the Proposed Shareholder delivers a written undertaking, in form satisfactory to counsel to the Company, to be bound by the transfer restrictions set forth in this Agreement, and (3) the Company receives an opinion of counsel reasonably satisfactory to it that the sale to the Proposed Shareholder complies with applicable federal and state securities laws. Upon receipt of a writing from the Selling Shareholder that the applicable purchase price has been paid in the appropriate form to the Selling Shareholder, the Company shall (1) transfer ownership of record of the Offered Shares to the Proposed Shareholder, and (2) issue a certificate in the name of the Selling Shareholder representing the number of shares in excess of the Offered Shares, if any.

(e) If, within a ninety (90) day period which follows the expiration of the ninety (90) day offer period, the Selling Shareholder does not consummate the sale of the Offered Shares to the Proposed Shareholder as described above, the Right of First Refusal shall be revived as to the Offered Shares which shall not be sold or transferred unless the Selling Shareholder first offers the Company the right and option to purchase such Offered Shares in accordance with the Right of First Refusal.

(f) Lapse. The Company's right of first refusal under this Article shall lapse and cease to have effect when the Company's Board of Directors determines that a public market exists for the issued and outstanding shares of the Company's Common Stock.

(g) Assignment. The Company may assign its first refusal rights under this Section 4.2 to any person or entity selected by the Company's Board of Directors, including (without limitation) one or more Investors of the Company or any other owner of shares of the Company's stock.

(h) Notices. Any notice required in connection with the Company's right of first refusal shall be given in writing and shall be deemed effective upon personal delivery or upon deposit in the United States mail, registered or certified, postage prepaid and addressed to the party entitled to such notice at the address indicated below such party's signature line on this Agreement or at such other address as such party may designate by ten (10) days advance written notice under this Section 4.2 to all other parties to this Agreement.

(i) No Waiver. The failure of the Company (or its assignees) in any instance to exercise the rights of first refusal granted under this Section 4.2 shall not constitute a waiver of any other rights of first refusal that may subsequently arise under the provisions of this Agreement or any other agreement between the Company and the Investor. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature.

5. Closing Conditions.

5.1 Conditions of the Investor's Obligations at the Closing. The obligations of Investor to purchase the Company's Common Stock under this Agreement are subject to the fulfillment on or before the Closing Date of each of the following conditions:

(a) Representations and Warranties. The representations and warranties of the Company contained in Article 2 shall be true and correct in all respects on and as of the Closing with the same effect as though such representations and warranties had been made on and as of the Closing Date.

(b) Performance. The Company shall have performed and complied with all agreements, obligations and conditions contained in this Agreement that are required to be performed or complied by it on or before the Closing.

(c) Qualifications. All authorizations, approvals or permits, if any, of any governmental authority or regulatory body that are required in connection with the lawful issuance and sale of the Common Stock pursuant to this Agreement shall be duly obtained and effective as of the Closing Date.

(d) Completion of Diligence. Investor shall have completed, to its satisfaction, financial, technology, management, customer, and legal due diligence review of the Company.

(e) Further Closing Documents. The Investor shall have received from the Secretary of the Company copies of: (i) the Articles as in effect at the time of the Closing, (ii) the Company's Bylaws as in effect at the time of the Closing, and (iii) resolutions approved by the Board of Directors authorizing the transactions contemplated hereby.

(f) The Company shall have provided to Investor a copy of the executed and valid Management Services Agreement between Company and Med Thrive Cooperative, Inc., and Investor shall make itself satisfied of the validity and enforceability of the Management Services Agreement.

5.2 Conditions of the Company's Obligations at Closing. The obligations of the Company to the Investor under this Agreement are subject to the fulfillment on or before the Closing Date of each of the following conditions by Investor:

(a) Representations and Warranties. The representations and warranties of the Investor contained in Article 3 shall be true and correct in all respects on and as of the Closing with the same effect as though such representations and warranties had been made on and as of the Closing Date.

(b) Payment of Purchase Price. The Investor shall have delivered the purchase price specified in Article 1.2 at the Closing.

(c) Qualifications. All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of that are required in connection with the lawful issuance and sale of the Common Stock pursuant to this Agreement shall be duly obtained and effective as of the Closing Date.

6. Miscellaneous.

6.1 . Successors and Assigns. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties (including transferees of any shares of Common Stock sold hereunder). Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

6.2 Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without regard for conflicts of laws principles. The parties shall submit to the exclusive jurisdiction of the courts of the County of San Francisco, California.

6.3 Counterparts. This Agreement may be executed in two or more counterparts, including counterparts transmitted by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.4 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

6.5 Notices. All notices required or permitted under this Agreement shall be given in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, or (c) five (5) days after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt.

6.6 Finder's Fee. Each party represents that it neither is nor will be obligated for any finders' fee or commission in connection with this transaction. Investor agrees to indemnify and to hold harmless the Company from any liability for any commission or compensation in the nature of a finders' fee (and the costs and expenses of defending against such liability or asserted liability) for which the Investor or any of its officers, partners, employees, or representatives is responsible. The Company agrees to indemnify and hold harmless Investor from any liability for any commission or compensation in the nature of a finders' fee (and the costs and expenses of defending against such liability or asserted liability) for which the Company or any of its officers, employees or representatives is responsible.

6.7 Amendments and Waivers. Except as otherwise set forth in this Agreement, this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the parties hereto. Any amendment or waiver effected in accordance with this paragraph shall be binding upon the parties hereto.

6.8 Severability. If any of the provisions of this Agreement should, for any reason, be held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

6.9 Legal Expenses. Each party shall bear its own expenses in connection with the negotiation, execution, delivery and performance of this Agreement.

6.10 Attorneys' Fees. If any dispute among the parties to this Agreement results in litigation, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including, without limitation, such reasonable fees and expenses of attorneys and accountants, that shall include, without limitation, all fees, costs and expenses of appeals.

6.11 Entire Agreement. This Agreement and the other Transaction Documents, and all exhibits thereto, together constitute the entire agreement among the parties and no party shall be liable or bound to any other party in any manner by any warranties, representations or covenants except as specifically set forth herein or therein..

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties have executed this Stock Purchase Agreement as of the date first above written.

**INVESTORS:**

**FOR AND ON BEHALF OF:**

**ANDREY MURAVIEV,**

By: _____
Mr. Andrey Muraviev

**FOR AND ON BEHALF OF:**

**ANDREY KUKUSHKIN,**

By: _____
Mr. Andrey Kukushkin

## SCHEDULE A

| Name | Number of Shares |
|---|---|
| ANDREY MURAVIEV | 3,999,800 |
| ANDREY KUKUSHKIN | 1,999,000 |
| **Total** | 5,998,800 |

# SCHEDULE B

Investor Rights Agreement

# VENTURE REBEL, INC.

## INVESTORS' RIGHTS AGREEMENT

This Investors' Rights Agreement (this "**Agreement**") is made as of March 16, 2016 by and among Venture Rebel, Inc., a California corporation (the "**Company**"), the current shareholders of the Company (the "**Shareholders**") and the persons and entities (each, an "**Investor**" and collectively, the "**Investors**") who are parties to that certain Stock Purchase Agreement of even date herewith, among the Company and the investors listed on the Schedule of Investors thereto (the "**Purchase Agreement**"). Unless otherwise defined herein, capitalized terms used in this Agreement have the meanings ascribed to them in **Section 1**.

## RECITALS

**WHEREAS**: Pursuant to the Purchase Agreement, it is a condition to the closing of the sale of the Common Stock (the "**Shares**") that the Investors, the Shareholders and the Company execute and deliver this Agreement.

**NOW, THEREFORE**: In consideration of the mutual promises and covenants set forth herein, and other consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

### Section 1
### Right of First Offer

1.1 *Right of First Offer to Significant Holders*. The Company hereby grants to a Shareholder, including Investor, who owns at least 1,000,000 Shares (as presently constituted and subject to subsequent adjustments for stock splits, stock dividends, reverse stock splits and the like) (the "**Significant Holder**"), the right of first offer to purchase its pro rata share of New Securities (as defined in this Section 1.1(a)) which the Company may, from time to time, propose to sell and issue after the date of this Agreement. A Significant Holder's pro rata share, for purposes of this right of first refusal, is equal to the ratio of (a) the number of shares of Common Stock owned by such Significant Holder immediately prior to the issuance of New Securities (assuming full conversion of the Shares and exercise of all outstanding convertible securities, rights, options and warrants, directly or indirectly, into Common Stock held by said Significant Holder) to (b) the total number of shares of Common Stock outstanding immediately prior to the issuance of New Securities (assuming full conversion of the Shares and exercise of all outstanding convertible securities, rights, options and warrants, directly or indirectly, held by all of the Significant Holders).

(a) "**New Securities**" shall mean any capital stock (including Common Stock and/or Preferred Stock) of the Company whether now authorized or not, and rights, convertible securities, options or warrants to purchase such capital stock, and securities of any type whatsoever that are, or may become, exercisable or convertible into capital stock; provided that the term "**New Securities**" does not include:

(i) the Shares;

(ii) up to 200,120 (as adjusted for any stock dividends, combinations, stock splits, recapitalizations and the like) securities issued or issuable to officers, employees, directors, consultants, placement agents, and other service providers of the Company (or any subsidiary) pursuant to stock grants, option plans, purchase plans, agreements or other employee stock incentive programs or arrangements approved by the Board of Directors of the Company;

(iii) securities issued or issuable as a dividend or distribution of the Company or pursuant to any event for which adjustment is made pursuant to the Certificate of Incorporation of the Company;

(iv) securities offered pursuant to a bona fide, firmly underwritten public offering pursuant to a registration statement filed under the Securities Act;

(v) securities issued or issuable pursuant to the acquisition of another corporation by the Company by merger, purchase of substantially all of the assets or other reorganization or to a joint venture agreement, provided, that such issuances are approved by 3 of 4 of the Board of Directors of the Company (if 4 Directors appointed at the time) and by 4 of 5 of the Board of Directors of the Company (if 5 Directors appointed at the time);

(vi) securities issued or issuable in connection with sponsored research, collaboration, technology license, development, OEM, marketing or other similar agreements or strategic partnerships approved by 3 of 4 of the Board of Directors of the Company (if 4 Directors appointed at the time) and by 4 of 5 of the Board of Directors of the Company (if 5 Directors appointed at the time);

(vii) securities issued to suppliers or third party service providers in connection with the provision of goods or services pursuant to transactions approved by 3 of 4 of the Board of Directors of the Company (if 4 Directors appointed at the time) and by 4 of 5 of the Board of Directors of the Company (if 5 Directors appointed at the time).

(b) In the event the Company proposes to undertake an issuance of New Securities, it shall give each Significant Holder written notice of its intention, describing the type of New Securities, and their price and the general terms upon which the Company proposes to issue the same. Each Significant Holder shall have ten (10) calendar days after any such notice is mailed or delivered to agree to purchase such Holder's pro rata share of such New Securities for the price and upon the terms specified in the notice by giving written notice to the Company, in substantially the form attached hereto as Schedule 1, and stating therein the quantity of New Securities to be purchased.

(c) In the event the Significant Holders fail to exercise fully the right of first refusal within said ten (10) day period (the "**Election Period**"), the Company shall have ninety (90) days thereafter to sell or enter into an agreement (pursuant to which the sale of New Securities covered thereby shall be closed, if at all, within ninety (90) days from the date of said agreement) to sell that portion of the New Securities with respect to which the Significant Holders' right of first offer option set forth in this Section 1.1 was not exercised, at a price and upon terms no more favorable to

the purchasers thereof than specified in the Company's notice to Significant Holders delivered pursuant to Section 1.1(b). In the event the Company has not sold within such ninety (90) day period following the Election Period, or such ninety (90) day period following the date of said agreement, the Company shall not thereafter issue or sell any New Securities, without first again offering such securities to the Significant Holders in the manner provided in this Section 1.1.

(d) The right of first offer granted under this Agreement shall expire upon, and shall not be applicable to the first to occur of (x) the Company's Initial Public Offering or (y) three (3) years after the date of this Agreement.

## Section 2
## Co-Sale Right

(a) If any of the Shareholders (a "Selling Shareholder") proposes to transfer any shares of stock, except for a transfer for the sole purpose of estate planning, as to which the Company has waived or failed to fully exercise its right of first refusal under the Purchase Agreement, then such Selling Shareholder promptly shall give written notice (the "Notice") to the Company and the Investors at least twenty (20) days prior to the closing of such proposed transfer. The Notice shall describe in reasonable detail the proposed transfer including, without limitation, the number of shares of stock to be sold, the nature of such transfer, the consideration to be paid and the name of each prospective purchaser.

(b) The Investors shall have the right, exercisable by written notice to the Selling Shareholder within fifteen (15) days after delivery of the Notice, to participate in such transfer of stock on the same terms and conditions and as set forth in subparagraph (c) below.

(c) Each Investor may transfer all or any part of that number of shares equal to the product obtained by multiplying (i) the aggregate number of shares of Stock covered by the Notice by (ii) a fraction, the numerator of which is the number of shares of capital stock owned by such Investor at the time of the Notice and the denominator of which is the sum of (X) the number of shares of stock owned by the Selling Shareholder and (Y) the aggregate number of shares of Capital Stock owned by the Investors at the time of the Notice. If not all Investors elect to exercise their co-sale right in full, the shares subject to such respective co-sale rights shall be reallocated to the electing Investors on a pro-rata basis.

(d) The Investors shall effect their participation in the transfer by promptly delivering to the Selling Shareholder, for transfer to the prospective purchaser, one or more certificates, properly endorsed for transfer, that represent the number of shares of Common Stock that the Investor elects to transfer; or

(e) The stock certificate or certificates that any Investor delivers to the Selling Shareholder pursuant to Section 2(d) shall be transferred to the prospective purchaser in consummation of the transfer of the stock pursuant to the terms and conditions specified in the Notice, and the Selling Shareholder shall concurrently therewith remit to the Investor that portion of the transfer proceeds to which the Investor is entitled by reason of its participation in such transfer. To the extent that any prospective purchaser or purchasers prohibit(s) such assignment or otherwise

refuse(s) to purchase shares or other securities from an Investor exercising its right of co-sale hereunder, the Selling Shareholder shall not transfer to such prospective purchaser or purchasers any stock unless and until, simultaneously with such transfer, the Selling Shareholder shall purchase such shares or other securities from the Investor.

(f) The exercise or non-exercise of the right of the Investors under this Section 2 hereof to participate in one or more transfers of stock made by a Selling Shareholder shall not adversely affect their right to participate in subsequent transfers of stock subject to Section 2.

**Section 3**
**Covenants of the Company**

The Company hereby covenants and agrees, as follows:

3.1 *Basic Financial Information.* Provided that the Company has prepared financial statements, the Company will furnish the following reports to each Investor who owns at least 5% of the Company's issued and outstanding voting securities (as presently constituted and subject to subsequent adjustments for stock splits, stock dividends, reverse stock splits, and the like):

(a) as soon as practicable after the end of each fiscal year of the Company, an unaudited balance sheet of the Company as at the end of such fiscal year, and unaudited statements of income and cash flows of the Company for such year, prepared in accordance with U.S. generally accepted accounting principles consistently applied.

(b) As soon as practicable after the end of the first, second and third quarterly accounting periods in each fiscal year of the Company, an unaudited balance sheet of the Company as of the end of each such quarterly period, and unaudited statements of income and cash flows of the Company for such period, prepared in accordance with U.S. generally accepted accounting principles consistently applied, subject to changes resulting from normal year-end audit adjustments.

3. 2 *Confidentiality.* Anything in this Agreement to the contrary notwithstanding, no Investor by reason of this Agreement shall have access to any trade secrets or classified information of the Company. The Company shall not be required to comply with any information rights in respect of any Investor whom the Company reasonably determines to be a competitor or an offic employee, director or holder of more than ten percent (10%) of a competitor. Each Investor ackno wledges that the information received by them pursuant to this Agreement may be confidential and for its use only, and it will not reproduce, disclose or disseminate such information to any other person (other than its employees or agents having a need to know the contents of such information, and its attorneys).

3.3 *Termination of Covenants.* The covenants set forth in this Section 3 shall terminate and be of no further force and effect after the closing of the Company's Initial Public Offering.

**Section 4**
**Reserved**

## Section 5
## Certain Protective Provisions

5.1. KPI Target Requirements

(a) *Supermajority Consent Required on Failure to Satisfy KPI Targets.* Should the Company fail to meet the KPI Targets assessed against a rolling average of Company actual operating income over 2 consecutive quarters starting with the 3rd Quarter of 2016, then during the next proceeding calendar quarter and until such time the Company has satisfied the KPI Targets calculated for the calendar quarter last ended, the consent of at least 75% of the then outstanding voting securities of the Company shall be required to approve any of the following matters:

(i) an increase or a decrease (other than by redemption or conversion) in the authorized securities of the Company;

(ii) amendments to the articles of incorporation of the Company that adversely alter or change the powers, preferences or rights of the Common Stock, such as the creation of any series of Preferred Stock;

(iii) the liquidation of the Company or any act or step which may result in its liquidation (whether voluntary or forcible);

(iv) a Sale Transaction;

(v) the Shareholders' provision of any supplementary financing to the Corporation; or,

(vi) any acts or decisions which fall within the competence of the Shareholders under the laws of the United States.

(b) *Termination of Supermajority Requirement.* The requirements of Section 5.1(a) shall terminate upon the earlier of the following:

(i) Investors' Investment is fully recaptured in distributions and/or disbursements; or

(ii) KPI Targets are met or exceeded for 3 consecutive years; or

(iii) 3 years from the date of this Agreement.

(c) *Additional Investor Rights Upon Failure to Satisfy KPI Targets.* Should the Company fail to meet the KPI Targets assessed against a rolling average of Company actual operating income over 2 consecutive quarters starting with the 3rd Quarter of 2016, then with 30 days of such failure during the next proceeding calendar quarter, and until such time the C upany has satisfied the KPI Targets calculated for the calendar quarter last ended, any Significant Holder may demand, on notice to the CEO in writing, a special meeting of the Board of Directors to review and decide whether to restructure the Company's business plan, strategy and operating budgets, with all

new or amendment business plans, strategy documents, and operating budgets requiring the approval.

(d) *Board Decisions*. Each member of the board of directors will have one vote. Should the Corporation fail to meet the KPI Targets assessed against a rolling average of Company actual operating income over 2 consecutive quarters starting with Q3 2016, then during the next proceeding calendar quarter and until such time the Company has satisfied the KPI Targets calculated for the calendar quarter last ended, the following matters shall require the unanimous consent of the then Board of Directors: (i) annual business plans and operating budgets; (ii) the appointment and termination of the Company's Secretary; (iii) approval of year-end financial statements, annual reports, and accounting balance sheets; (iv) grant of options under the option program approved by holders of a majority of the outstanding voting securities of the Company's stock; (v) transactions outside the budget if the assets and liabilities constituting the subject matter or outcome of the transaction in question have a value of more than $100,000; (vi) equity investments, including, without limitation, acquisition or disposal of, subscriptions to, and encumbrances on, any shares or participation interests in any company, trust, enterprise, or other business; (vii) the launch of any subsidiary; (viii) the organization, restructuring, or liquidation of any subsidiaries (regardless of the equity participation in such entities), the acquisition, transfer, or pledging of shares or other corporate rights in any other companies, and equity participation in or withdrawal from any joint ventures or partnerships; (ix) the making or acceptance of any loans, credits or other debt instruments and the grant of any warranty or surety except for consumer warranties provided in the ordinary course in connection with the sale, manufacture and distribution of products; and (x) declaration of interim dividends.

5.2 *CEO Election and Decisions; CFO Appointment*. The CEO will carry out the day-to-day management of the Company's business subject to the shareholder consent requirements and board approval requirements provided in this Agreement and in the Bylaws of the Company. The CEO will be elected by a majority of the Board of Directors. The CEO shall nominate the CFO, if any, whose appointment must be approved by a majority of the Board of Directors.

5.3 *Management Agreement*.

(a) *Changes to Agreement*. The Company, Board of Directors, and Shareholders agree that any changes to the Management Agreement shall require a unanimous vote of the Board of Directors. The Board of Directors, Founders, Officers and any related parties shall agree to avoid any actions or inaction that may cause termination of the Management Agreement or any changes that are not in favor of the Corporation.

(b) *Consolidation of Companies*. The Management Agreement will provide that Med Thrive Cooperative, Inc. will merge into, become a subsidiary of, or otherwise consolidate with the Corporation (depending on the best tax and general liability outcomes) upon changes in the law allowing it to convert to legal for-profit status.

(c) *Investor Rights*. Upon a change in the law that would allow Med Thrive Cooperative, Inc. to convert to legal for-profit status, A Significant Holder will have the right to send a written request to the Board of Directors of the Corporation that it initiate the process of converting

Med Thrive Cooperative, Inc. to for-profit status and consolidation of the Corporation and Med Thrive Cooperative, Inc. The Significant Holder's written request must be accompanied with a written legal opinion that the law permits such conversion and consolidation. The Corporation will have 30 days to respond in writing to the written request and 90 days to act upon the request once the conversion and consolidation is determined to be permitted under the law.

## Section 6
## Composition of Board of Directors

6.1 The Shareholders agree to vote their voting securities (whether in a cumulative manner or otherwise permissible law) to elect the following individuals to the board of directors: (i) one director designated by the Investor who is the Main Significant Holder (the "**Investor Nominee**"); (ii) one director filled by the CEO; (iii) two directors designated by the Founders Michael Breyburg and Alexander Plotitsa ("**Founders**"); and (iv) one director designated by a majority vote of the Shareholders acceptable to the Investor Nominee and Founders. The Main Significant Holder may also appoint one position on the Company's Board of Advisors for a one-year term, which has already been instated. Afterwards, all Board of Advisor positions shall be one-year terms whose appointment must be approved by a majority of the Board of Directors, and all shall serve at the pleasure of the Board of Directors.

6.2 The Shareholders agree that all current and prospective shareholders of the Company shall be bound by the board of directors composition provisions of this Section 6.

## Section 7
## Definitions

7.1 *Certain Definitions.* As used in this Agreement, the following terms shall have the meanings set forth below:

(a) "**Commission**" shall mean the Securities and Exchange Commission r any other federal agency at the time administering the Securities Act.

(b) "**Exchange Act**" shall mean the Securities Exchange Act of 1934, as amended, or any similar successor federal statute and the rules and regulations thereunder, all as the same shall be in effect from time to time.

(c) "**Initial Public Offering**" shall mean the closing of the Company's first firm commitment underwritten public offering of the Company's Common Stock registered under the Securities Act.

(d) "**KPI Targets**" (Key Performance Indicators) shall mean 70% of Forecasted Operating Income according to the Company's business plan as provided at Schedule 2 to this Investors' Agreement.

(e) "**Rule 144**" shall mean Rule 144 as promulgated by the Commission under the Securities Act, as such Rule may be amended from time to time, or any similar successor rule that may be promulgated by the Commission.

(f) "**Securities**" shall mean (i) shares of Common Stock issued or issuable pursuant to the conversion of the Shares and (ii) any Common Stock issued as a dividend or other distribution with respect to or in exchange for or in replacement of the shares referenced in (i) above, required to bear the first legend set forth in Section 4 hereof.

(g) "**Securities Act**" shall mean the Securities Act of 1933, as amended, or any similar successor federal statute and the rules and regulations thereunder, all as the same shall be in effect from time to time.

(h) A "**Sale Transaction**" shall mean (i) any merger, amalgamation, reorganization, consolidation or other transaction involving the Company and any other corporation or other entity or person in which the persons who were the shareholders of the Corporation immediately prior to such merger, amalgamation, reorganization, consolidation or other transaction own less than fifty percent (50%) of the outstanding voting shares of the surviving or continuing entity after such merger, amalgamation, reorganization, consolidation or other transaction; (ii) the sale, exchange or transfer by the Company's shareholders, in a single transaction or series of related transactions, of all of the voting shares of the Company; or (iii) the sale of all or substantially all of the assets of the Company.

(i) "**Shareholders**" shall mean all individuals holding voting securities in the Company at the time of this Agreement.

(j) "**Significant Holder**" shall mean any shareholder owning more than 1,000,000 voting securities of the Company.

(k) "Main Significant Holder" shall mean the one Investor purchasing the greatest number of Shares per the Purchase Agreement.

## Section 8
## Miscellaneous

8.1 *Amendment.* Except as expressly provided herein, neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument referencing this Agreement and signed by the Company and the Holders holding a majority of the Common Stock issued pursuant to the Purchase Agreement (excluding any of such shares that have been sold to the public or pursuant to Rule 144). Any such amendment, waiver, discharge or termination effected in accordance with this paragraph shall be binding upon each Holder and each future holder of all such securities of Holder. Each Holder acknowledges that by the operation of this paragraph, the holders of a majority of the Common Stock issued pursuant to the Purchase Agreement (excluding any of such shares that have been sold to the public or pursuant to Rule 144) will have the right and power to diminish or eliminate all rights of such Holder under this Agreement.

8.2 *Notices.* All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, sent by facsimile or electronic mail or otherwise delivered by hand or by messenger addressed:

(a) if to an Investor, at the Investor's address, facsimile number or electronic mail address as shown in the Company's records, as may be updated in accordance with the provisions hereof; or

(b) if to the Company, one copy should be sent to [*insert Company's address*, Attn: Chief Executive Officer, or at such other address as the Company shall have furnished to the Investors.

Each such notice or other communication shall for all purposes of this Agreement be treated as effective or having been given when delivered if delivered personally, or, if sent ' mail, at the earlier of its receipt or 72 hours after the same has been deposited in a regularly maintained receptacle for the deposit of the United States mail, addressed and mailed as aforesaid or, if sent by facsimile, upon confirmation of facsimile transfer or, if sent by electronic mail, upon confirmation of delivery when directed to the electronic mail address set forth on the Schedule of Investors.

8.3 *Governing Law.* This Agreement shall be governed in all respects by the internal laws of the State of California, and any action brought concerning this Agreement shall be venued in San Francisco, California.

8.4 *Successors and Assigns.* This Agreement, and any and all rights, duties and obligations hereunder, shall not be assigned, transferred, delegated or sublicensed by any Investor without the prior written consent of the Company. Any attempt by an Investor without such permission to assign, transfer, delegate or sublicense any rights, duties or obligations that arise under this Agreement shall be void. Subject to the foregoing and except as otherwise provided herein, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

8.5 *Entire Agreement.* This Agreement and the exhibits hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof. No party hereto shall be liable or bound to any other party in any manner with regard to the subjects hereof or thereof by any warranties, representations or covenants except as specifically set forth herein.

8.6 *Delays or Omissions.* Except as expressly provided herein, no delay or omission to exercise any right, power or remedy accruing to any party to this Agreement upon any breach or default of any other party under this Agreement shall impair any such right, power or remedy of such non-defaulting party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the

extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party to this Agreement, shall be cumulative and not alternative.

8.7 *Severability.* If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such court will replace such illegal, void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision. The balance of this Agreement shall be enforceable in accordance with its terms.

8.8 *Titles and Subtitles.* The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. All references in this Agreement to sections, paragraphs and exhibits shall, unless otherwise provided, refer to sections and paragraphs hereof and exhibits attached hereto.

8.9 *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the parties that execute such counterparts, and all of which together shall constitute one instrument.

8.10 *Telecopy Execution and Delivery.* A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more parties hereto and delivered by such party by facsimile or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute and deliver an original of this Agreement as well as any facsimile, telecopy or other reproduction hereof.

8.11 *Termination Upon Change of Control.* Notwithstanding anything to the contrary herein, this Agreement (excluding any then-existing obligations) shall terminate upon (a) the acquisition of the Company by another entity by means of any transaction or series of related transactions to which the Company is party (including, without limitation, any stock acquisition, reorganization, merger or consolidation but excluding any sale of stock for capital raising purposes) other than a transaction or series of transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction continue to retain (either by such voting securities remaining outstanding or by such voting securities being converted into voting securities of the surviving entity), as a result of shares in the Company held by such holders prior to such transaction, at least fifty percent (50%) of the total voting power represented by the voting securities of the Corporation or such surviving entity outstanding immediately after such transaction or series of transactions; or (b) a sale, lease or other conveyance of all substantially all of the assets of the Company.

8.12 *Conflict.* In the event of any conflict between the terms of this Agreement and the Company's Certificate of Incorporation or its Bylaws, the terms of the Company's Certificate of Incorporation or its Bylaws, as the case may be, will control.

*(Remainder of Page Intentionally Left Blank)*

IN WITNESS WHEREOF, the parties hereto have executed this Investors' Rights Agreement effective as of the day and year first above written.

VENTURE REBEL, INC.
a California corporation

(Signature)

Jeff Linden, CEO

ANDREY MURAVIEV

(Signature)

(Name and Title of Signatory, if applicable)

ANDREY KUKUSHKIN

(Signature)

IN WITNESS WHEREOF, the parties hereto have executed this Investors' Rights Agreement effective as of the day and year first above written.

**VENTURE REBEL, INC.**
a California corporation

(Signature)

Jeff Linden, CEO

**ANDREY MURAVIEV**

(Signature)

(Name and Title of Signatory, if applicable)

**ANDREY KUKUSHKIN**

(Signature)

# EXHIBIT C

# MANAGEMENT SERVICES AGREEMENT

## VENTURE REBEL, INC.

## &

## MED THRIVE COOPERATIVE, INC.

This Management Services Agreement ("Agreement") is made by and between Venture Rebel, Inc., a California corporation (hereinafter called "Manager"), and Med Thrive Cooperative, Inc. a California cooperative ("Medithrive").

## RECITALS

A. Medithrive operates a permitted cannabis dispensary and delivery service at that certain real property in San Francisco, California, described more particularly in Exhibit A attached hereto and incorporated herein by reference (the "Property"), on which Medithrive seeks to rehabilitate ıe premises located on the Property (the "Project");

B. Medithrive is the tenant on a lease with the landlord for the Property that permits Medithrive to operate a cannabis dispensary and delivery service from the premises (the "Medithrive Lease");

C. Manager is in the business of managing, marketing, and consulting cannabis dispensaries, among other cannabis related services, and has experience in general marketing and managing services and corporate operations;

D. Medithrive desires the Manager to manage and market the Project, and Manager desires to manage and market the Project;

E. Medithrive also desires to borrow funds from Manager in order to remodel and improve the Project premises, and the parties intend to enter into a loan transaction for said purpose.

**NOW, THEREFORE**, in consideration of the promises herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Medithrive and Manager agree as follows:

**1. Definitions.**

For purposes of this Agreement, capitalized terms not otherwise defined herein, s :ll have the meanings specified below:

(a) "Contractual Requirements" shall mean any requirements imposed on the Project or Medithrive with respect to the operation and/or maintenance of the Project pursuant to an agreement or agreements between Medithrive and any third party including but not limited to Medithrive's lease relating to the premises, governmental permits, and any Loan Documents.

(b) "Expenditures" shall mean all current expenditures required to be made by Manager on a cash basis for any applicable period during the term hereof for the operation of the Project, or any part thereof, including but not limited to, the Management Fee as provided in Section 8 hereof, payroll and payroll expenses, suppliers, license and permit fees, maintenance and repair expenses, such reserves for replacements and repairs as Manager shall in its sole discretion determine, utility charges,



Exhibit "C"

insurance premiums (including deductible amounts), and debt service on any loans evidenced or secured by any Loan Documents. Expenditures shall not include: (i) payments from insurance proceeds for capital improvements; (ii) any capital improvements, except as required in Section 4(l) hereof (Duties of Manager); (iii) depreciation of buildings or improvements or other non-cash items of expense or deduction from income; (iv) payments made in connection with Medithrive's acquisition or construction of the Project; or (v) general overhead or administrative expenses of Manager not related to the operation, management or marketing of the Project (which are the sole responsibility of Manager).

(c) "Income" means collected gross revenues from all sales on the project premises, delivery sales pursuant to the Project permit, any other sales pursuant to the Project permit, or rentals received by Medithrive or Manager from concessionaires, licensees or lessees for the use or occupancy of the Project, or any part thereof, and interest earned, if any, on any funds held in any of the accounts provided for in Section 5 hereof (Making of Contracts), on a cash basis during any pertinent or applicable period, and shall include any dividends or premium refunds on insurance policies for the Project. "Income" shall not include insurance or condemnation proceeds or the proceeds from any sale or refinancing of the Project or any part thereof, provided however that insurance proceeds for a casualty loss, to the extent that said proceeds are for loss of rents, or expended on any item that would qualify as a repair or maintenance item pursuant to the definition of Expenditures, shall be included in Income.

(d) "Net Operating Income" means Income during the applicable period minus Expenditures during the same period.

(e) "Loan Documents" shall collectively mean and refer to all documents and instruments evidencing or securing any loans related to the Project entered into by Medithrive and Manager.

**2. Term of Agreement; Termination.**

This Agreement shall have a term commencing on the date when dispensary retail operations commence, as determined by agreement of Medithrive and Manager, and shall continue for 15 years after the date the term commences subject to the following conditions:

a. Medithrive may terminate this Agreement for the following reasons:

(1) If Medithrive's permit is revoked or invalidated in any manner, or Medithrive is terminated as the tenant on the Property or the Project premises; or

(2) Notwithstanding the foregoing, upon repeated material non-performance and/or material breaches of contract by Manager for which Medithrive has notified Manager in writing (**"repeated"** meaning more than two occurrences in any twelve month period or four occurrences in the aggregate), Medithrive may terminate this Agreement and Manager shall not be entitled to notice or cure rights; or

(3) If by December 31, 2020, Medithrive's yearly Project Management Fee paid to Manager in the year end 2020 constitutes more than 70% of Manager's total gross income from all its operations, Medithrive shall have the option to terminate this agreement.

The term of this Agreement may be extended by agreement by Medithrive and Manager.

**3. Operation and Management of the Project.**

Manager shall operate and manage the Project under the provisions set forth in this Agreement. In its operation and management of the same, Manager shall collect all Income from its operation thereof, obtain and maintain all necessary licenses and permits pertaining to such operations, and pay all Expenditures to the extent that Income is currently available to do so.

**4. Duties of Manager.**

In addition to the duties of Manager provided for in Sections 3 and 5 hereof (Making of Contracts), Manager's obligations hereunder shall include, but shall not be limited to, the following:

(a) Manager shall provide or procure all management, accounting, administrative and all other services, supplies and goods necessary for the orderly operation and management of the Project.

(b) Manager shall maintain full and complete books and records with ıtries of all receipts and disbursements resulting from the operation and management of the Project. Such books and records shall be kept on a cash or accrual basis in a consistent manner and in compliance with good accounting practices consistently applied. Such books and records shall be the property of Manager and shall at all times during regular business hours be open to inspection by Medithrive at Manager's principal place of business. Manager shall furnish to Medithrive monthly a detailed statement, certified by Manager, of all receipts and disbursements for each month, such statement to be furnished on or before the last day of each calendar month for the preceding calendar month. Such statement shall show the status of collections and shall be supported by cancelled checks, vouchers, duplicate invoices, and similar documentation covering all receipts and disbursements, which supporting documentation shall be kept at such place of business and shall be available for inspection by Medithrive at all times during regular business hours. Within fifteen (15) days after the close of each calendar quarter, Manager shall deliver to Medithrive a detailed statement, certified by Manager, of all receipts and disbursements with respect to the Project for such calendar quarter. Manager shall prepare an annual budget for the operation of the Project and submit the same to Medithrive for Medithrive's convenience 45 days prior to the beginning of each calendar year. Manager shall also furnish all other statements, accountings, notices, documents and reports required herein to be furnished to Medithrive or which are required under the Contractual Requirements, provided however, that Manager shall not be obligated to prepare any special report or work papers for an audit, but shall provide the books and records as hereinabove provided and make available to Medithrive at reasonable times the parties preparing such books and records. Medithrive shall provide Manager with copies of all such filings made by Medithrive and all approvals and other notices received by Medithrive from governmental agencies regarding tax matters.

(c) Manager may employ, discharge, supervise, and pay all employees, agents, and contractors required for the efficient operation and maintenance of the Project. All such employees, agents, and contractors shall be, and shall be deemed to be, for all purposes the employees of Manager.

(d) Manager shall provide all supplies and miscellaneous equipment used or consumed in the operation of the Project. The cost of said supplies and miscellaneous equipment (without any markup or profit to Manager) shall be an Expenditure. Any service or supply contracts for the Project made by Manager with an affiliate or subsidiary of Manager shall be on commercially reasonable terms for similar projects by unrelated parties; otherwise, they must be approved by Medithrive.

(e) Manager shall, at least five (5) days before the same becomes delinquent, pay business license taxes imposed in connection with the operation of the Project.

(f) Manager shall pay all charges for or related to water, gas, electricity, telephone service or other commodities or services furnished to the Project or any part thereof durin the term of this Agreement. Said charges shall be Expenditures.

(g) Manager shall operate the Project and perform its duties under this Agreement in accordance with all applicable laws, ordinances and regulations of governmental authorities having jurisdiction over the Project, and shall cause the occupancy and operation of the Project to be in compliance with Medithrive's obligations under the Contractual Requirements applicable thereto, including but not limited to, all deeds of trust or mortgages encumbering the Project or any part thereof, all California and local laws and regulations regarding dispensaries, and all matters of record affecting the Project or any part thereof and all unrecorded leases and vendor contracts for the Project to the extent that such obligations are not inconsistent. To the extent that any of the obligations are inconsistent, Manager shall make the determination of which obligation shall be complied with. Each party shall provide the other with copies of any notice received from governmental agencies of any violation of any laws, ordinances or regulations applicable to the Project, or any notice of default received under any Contractual Requirement or from the holder of any deed of trust, mortgage or other instrument of record against the Project.

(h) Manager shall pay all items included in the definition of "Expenditures" prior to delinquency to the extent that Income is currently available to do so, but shall not be required to prepay any of said expenses. Manager shall at all times during the term of this Agreement maintain any reserves required by any Contractual Requirement.

(i) At all times during the term of this Agreement, Manager shall rocure and maintain insurance against the hazards hereinafter provided for, and in the amounts hereina er set forth, and certificates of all policies evidencing such insurance shall be delivered to Medithrive; all policies of insurance provided for herein shall name both Medithrive, Manager, the parties required pursuant to the Contractual Requirements, and the holder of any mortgage or deed of trust on the Project as insureds thereunder as their respective interests may appear; all such policies or contracts of insurance shall be issued by insurance carriers who are acceptable to Manager. The nature and amount of the insurance which Manager is required to procure and maintain under the provisions hereof shall be such insurance and in such amounts as required by the Contractual Requirements.

(j) The premiums for each of the foregoing policies shall be an Expenditure, as well as any deductibles paid under such insurance to the extent the payment is for any item otherwise not excluded from the definition of an Expenditure hereunder.

(k) Manager shall take all appropriate steps to insure that the Project (including interior and exterior walls) is maintained in good condition and in a good state of repair and in strict compliance with the Contractual Requirements and shall make such expenditures for capital improvements as Medithrive in the exercise in its reasonable judgment deems required to operate and maintain the Project in good condition. Manager shall arrange for gardening services, painting and cleaning services, plumbing, utility, pest control, and repair services to the Project and every part thereof, all of which shall be Expenditures. If there is any conflict between the terms of the Contractual Requirements and this Agreement with respect to the maintenance and repair of the Project, the terms of the Contractual Requirements shall control.

(l) Manager shall have the right to utilize such advertising and other marketing and promotional aids as it in its discretion deems required or desirable, provided however, that Manager shall comply in all respects with the requirements of the Contractual Requirements. All such expenses shall be considered Expenditures.

(m) All legal, accounting, and other operational expenses incurred in any relation to the Project or Medithrive's operations shall be deemed to be Expenditures.

**5. Making of Contracts, Payment of Expenses, and Other Financial Obligations.**

(a) Manager shall collect the Income for the Project and shall deposit all such Income in a separate bank account (the "Cash Income Bank Account") maintained by Manager. Manager may withdraw funds from the Cash Income Bank Account for (i) disbursements authorized or required for the Project to be made under this Agreement (including but not limited to disbursements for authorized Expenditures pursuant to this Agreement), and (ii) sums to which Manager is entitled under this Agreement, including all Compensation (Project Management Fees or other compensation), subject, however, to the limitations set forth in this Agreement.

(b) To the extent that Income for the Project for any period during the term of this Agreement is insufficient to pay Expenditures for such calendar month as they become due for the Project, Manager shall have no obligation to pay such Expenditures from its own funds, however, Manager agrees to notify the Medithrive of such insufficiency. Commencing upon the end of the first full calendar month of the term of this Agreement, Manager shall within five (5) business days of the end of each calendar month, disburse from the Cash Income Bank Account to Medithrive, the Net Operating Income, if any, for said month, provided that Manager shall be entitled to receive the Property Management Fee provided for in Section 8 hereof (Compensation) prior to the disbursement of Net Operating Income to Medithrive.

(c) Manager shall use its best efforts to market, operate, and manage the Project subject to the requirements of the Contractual Requirements. Manager shall not engage in any activities on the Medithrive premises that are not approved by Medithrive and allowed under Medithrive's dispensary permit or permits. Manager may use office space in the Project for on-site management and staff personnel. Manager shall make no contract, agreement or commitment in any way binding on Medithrive or against the Project which extends beyond the term of this Agreement without the prior written consent of Medithrive, except necessary service agreements and vendor contracts.

**6. Consent to Alterations.**

No structural alterations, additions or improvements of any character shall be made in or to the Project by Manager except as consented to in writing by Medithrive and Medithrive's landlo. . in advance of the making thereof. Any such structural alterations, additions or improvements shall be the property of Medithrive or its landlord per Medithrive's lease and shall remain as a part of the Project upon the expiration or termination of this Agreement.

**7. Liens and Claims.**

Manager shall have the right to cause such works of repair, replacement and maintenance as may be required in the ordinary course of maintaining the Project in good condition or in compliance with the terms of any deed of trust encumbering title to the Project. Notwithstanding anything to the contrary herein contained, if the Manager in good faith contests the validity of any lien, claim or demand covered by this Section, Manager shall defend itself and Medithrive and the Project against the same, and shall pay and satisfy any final adverse judgment that may be rendered therein before the enforcement thereof against Medithrive or the Project. Manager shall have the right to appeal any such final adverse judgment rendered against Medithrive or the Project pending the enforcement thereof. Notwithstanding anything herein contained to the contrary, Manager's obligation to make any payments provided for in this Section

shall be limited to funds available from Income, insurance or condemnation proceeds or from funds otherwise made available by Medithrive.

**8. Compensation – Project Management Fee.**

The Manager shall be compensated for its services under this Agreement by monthly fees to be paid out of Income treated as Project Expenditures. Such fees will be payable monthly in arrears, on or before the fifteenth (15th) day of the month. Each such monthly fee shall be as follows:

Fifty percent (50%) of Income collected during the immediately preceding month (the "Base Management Fee").

**9. Limitation of Liability; Imdemnification.**

(a) Manager shall not be liable to any person whomsoever for or on account of any injury, death, property or personal damage or any loss occurring or alleged to have occurred by reason of the operations or activities of the Project or any part thereof or any real or personal property situated thereon, or by reason of any act or thing done or omitted to be done by Medithrive, its agents or employees.

(b) To the fullest extent permitted by law, excluding the gross negligence or willful misconduct of Manager (the indemnitee), Medithrive shall indemnify, defend and s: e harmless Manager, its shareholders, parents, partners, subsidiaries, and affiliates, and their agents, officers and employees from and against liability, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and causes of action arising out of or connected with Medithrive's operations or activities in relation to the Project. This obligation to indemnify shall include reasonable legal and investigation costs and all other reasonable costs, expense and liabilities from the first notice that any claim or demand is or may be made. Medithrive's obligations shall become effective beginning on the date the Term commences and shall survive the expiration of the Term or the earlier termination of this Agreement.

**10. Intellectual Property Ownership**

(a) Ownership. Manager will own any and all right, title and interest, including patent rights, copyrights, trademarks, and trade secrets, and other intellectual property rights however designated, and any similar right, existing under the laws of any country of the world, or under any treaty (together, "Intellectual Property Rights") in and to all designs, discoveries, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, plans, documents, information and materials, whether or not patentable, made, conceived or developed, whether developed by Manager alone or with Medithrive and that result from or relate to the Services provided pursuant to this Agreement (collectively, the "Work Product"), and including any such Work Product created prior to the date of execution and commencement of this Agreement and in anticipation of execution of this Agreement. Medithrive will treat all Work Product as Confidential Information, as defined in this Agreement below, of the Manager. Medithrive shall disclose promptly in writing to the Manager all Work Product and shall cooperate with the other provisions of this section in connection with the W rk Product.

(b) At any time and upon the Manager's request, Medithrive shall execute an assignment of rights in a form reasonably acceptable to the Manager evidencing the foregoing transfer, and/or Medithrive hereby authorizes and appoints the Manager as Medithrive's attorney-in-fact, coupled with an interest, to prepare and sign all documents on Medithrive's behalf which may be required to obtain full copyright, trademark or other legal benefits, including, but not limited to, registrations, extensions and renewals.

(c) The rights assigned to the Manager hereunder shall give the Manager or any third party designated by the Manager, the unlimited right to manufacture, sell, sublicense or otherwise use or exploit the Work Product and/or any Derivative Works in perpetuity, by any method in which the Manager desires, and to use any trademarks, trade names or labels in connection therewith. Medithrive also waives any moral or "droit moral" rights to the Work Product and any Derivative Works.

(d) Trademark License: Notwithstanding any rights conferred to Manager herein, Medithrive shall retain all trademark rights, common law or otherwise, in the "Medithrive" and "Med Thrive" marks, and hereby licenses all of said trademark rights to Manager during the term of this Agreement and any extension thereof. Said License shall be exclusive and valid as long as Manager and Medithrive are performing under the Agreement any extensions.

**11. Confidentiality.**

(a) Definition. The parties agree that information disclosed by Manager, including, but not limited to, information learned from the managing the Project, that relates to the products, designs, business plans, business opportunities, finances, research, development, know-how, personnel, or third party confidential information, including information about the customers, suppliers, and clients of the Manager, and the terms and conditions of this Agreement, will be considered and referred to collectively in this Agreement as "Confidential Information." Confidential Information, however, does not include information that 1) is now or subsequently becomes generally available to the public through no fault or breach on the part of Medithrive; 2) Medithrive can demonstrate to have had rightfully in its possession prior to disclosure by the Manager; 3) is independently developed by Medithrive without the use of any Confidential Information; or 4) Medithrive rightfully obtains from a third party who has the right to transfer or disclose it.

(b) Nondisclosure and Nonuse of Confidential Information. Medithrive agrees that it will not disclose, publish, or disseminate Confidential Information to anyone, except for (a) disclosure to those of its employees with a demonstrated need to know and strictly for the purposes of performing the Agreement; (b) as required to be disclosed pursuant to law, regulation, order or rule of court, provided Medithrive provides the Manager with reasonable opportunity to seek confidential treatment of such disclosure; or (c) with the prior written consent of the Manager. Medithrive agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information. Medithrive agrees to use Confidential Information solely for the purposes contemplated by this Agreement and not otherwise for its own or any third party's benefit without the prior written approval of an authorized representative of Manager in each instance. All Confidential Information remains the property of Manager. Medithrive shall take any other measures necessary to prevent disclosure of such Confidential Information to third parties and shall enter into appropriate agreements, if Medithrive has not already done so, to protect the Confidential Information. Medithrive shall not use the Confidential Information at any time for any purpose other than as instructed by Manager. Medithrive shall hold all such Confidential Information in confidence, shall not disclose it except as stated herein, and shall not allow any unauthorized person to access it, for a period of 7 years from the expiration of this Agreement. Medithrive will immediately notify Manager of any unauthorized use or disclosure of Confidential Information by or through Medithrive.

**12. Amendment.**

Medithrive agrees that it shall not amend the terms of any Contractual Requirement during the term of this Agreement without the prior written consent of Manager.

**13. Miscellaneous.**

(a) It is understood that in operating and managing the Project, M ıager is an independent contractor and is not acting as employee, partner, joint venturer, or lessee or Medithrive and nothing herein shall be construed as reserving to Medithrive the right to control Manager's business or operations or the manner in which the same shall be conducted.

(b) This Agreement may be executed in any number of counterparts which together shall constitute the contract of the parties. The Section headings herein contained are for purposes of identification only and shall not be considered in construing this Agreement. Time is of the essence in this Agreement. In the event of any action or proceeding by any party hereto for breach or to enforce the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover reasonable attorneys' fees and costs as the court may determine. The waiver by either party of a default or breach hereunder shall not be construed as a waiver of any after default or breach hereunder by such party.

(c) Any notices to be given to either party to this Agreement shall be in writing and shall be delivered personally or by certified, registered U.S. Mail, or by overnight courier service. Notice shall be deemed to be delivered to the other party upon receipt, or seventy-two (72) hours after deposit in the U.S. mail, postage prepaid, if by registered or certified mail, or twenty-four (24) hours after delivered to Federal Express or equivalent private courier service for guaranteed overnight delivery. The respective notices shall be addressed as follows, or at such other address as the parties hereto may give by notice to each other:

Manager:

_____
_____
_____

Medithrive:

_____
_____
_____

(d) **Binding Effect; Choice of Law; Mandatory Arbitration; Mediation.** This Agreement shall be governed by the laws of the State of California, and any litigation concerning this Agreement between the parties hereto shall be initiated in San Francisco County through binding arbitration. If any federal laws conflict with California state law concerning this Agreement, California state law and San Francisco local ordinances and regulations shall supersede. In the event of any material dispute between the parties that cannot be settled amicably, Manager and Medithrive agree that such dispute shall be submitted, as soon as practicable, to final and binding arbitration in San Francisco in accordance with the rules and procedures of JAMS Inc., a private mediation and arbitration facilitator. Prior to filing arbitration, the parties also agree to engage in at least a half day of mediation to attempt to resolve the dispute before a JAMS, Inc. mediator or a mediator chosen by both parties. Any dispute shall be strictly confidential between Landlord and Tenant and will not be disclosed to any otl r person or entity, except for the parties' own representatives.

(e) **Attorneys' Fees**. If either party brings an action to enforce the terms of this Agreement or declare rights hereunder, the prevailing party in any such action, or appeal thereon, shall be entitled to its reasonable attorneys' fees and court costs to be paid by the losing party as fixed by the arbitrator in the same or separate suit, and whether or not such action is pursued to decision or judgment.

(f) No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon Medithrive or Manager unless in writing and signed by both Manager and Medithrive.

(g) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted respective successors and assigns, provided, however, that Manager shall not have the right to assign its obligations hereunder without the prior written approval of the Medithrive. Manager shall have the right to assign or subcontract its obligations hereunder, provided Manager shall not be released from liability hereunder without the written consent of Medithrive. Medithrive shall not assign its rights under this Agreement without the prior written approval of Manager.

(h) Upon the expiration or termination of this Agreement, Manager shall vacate and relinquish control of the Project to Medithrive, and all of the books and records in the possession or control of Manager pertaining to the management and operation of the Project, together with all other property or funds of Medithrive in Manager's possession or control, shall be promptly released and delivered to Medithrive, provided that Manager shall have the right at its cost and expense to retain copies of said books and records. Manager shall, upon the expiration or termination of this Agreement, also deliver to Medithrive all furniture, equipment, supplies, brochures and advertising material used in the operation of the Project and a complete list of same, and all service contracts and agreements binding upon Medithrive or the Project. Said furniture shall include furniture used in the office of the Project, but may not include furniture which may be leased from third parties. Manager shall, at any such termination or expiration, cooperate with Medithrive or any successor Manager in providing Medithrive or any successor Manager such information as it may reasonably require to operate the Project to provide for an orderly transition in the management of the Project.

(h) Notwithstanding any provision or obligation to the contrary contained in this Agreement, (a) the liability of Medithrive under this Agreement to Manager and its successors and assigns, is limited to Medithrive's interest in the Project and other agreements affecting the Project, and Manager shall look exclusively thereto, or to such other security as may from time to time be given for the payment of obligations arising out of this Agreement or any other agreement securing the obligations of Medithrive under this Agreement; and (b) from and after the date of this Agreement, no deficiency or other personal judgment, nor any order or decree of specific performance (other than pertaining to this Agreement, any agreement pertaining to the Project or other agreement securing Medithrive's obligations under this Agreement), shall be rendered against Medithrive, the assets of Medithrive (other than Medithrive's interest in the Project and the rents, issues and profits thereof and operating and reserve funds established therefor, any agreement pertaining to the Project or any other agreement securing Medithrive's obligations under this Agreement), its officers, directors or members or their heirs, personal representatives, successors, transferees or assigns, as the case may be, in any action or proceeding arising out of this Agreement or any agreement securing the obligations of Medithrive under this Agreement, or any judgment, order or decree rendered pursuant to any such action or proceeding.

(i) In the event of any material conflict between the terms of this Agreement and the Medithrive Lease for the Project premises, the terms of the Medithrive Lease shall control including and up to termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Management Services Agreement as of _____, 2015.

MEDITHRIVE:

MED THRIVE COOPERATIVE, INC.

By: _____

Name: _____

Its: _____

MANAGER:

VENTURE REBEL, INC.

By: _____

Name: _____

Its: _____

## EXHIBIT "A"

Dispensary Retail Store and Delivery:

**Medithrive**
**1933 Mission St.**
**San Francisco, California**

MARC S. MAZER (SBN 081163)
ANDREW J. WEILL (SBN 073093)
WEILL & MAZER
A Professional Corporation
200 California Street
Suite 400
San Francisco, California 94105
Telephone: (415) 421-0730

Attorneys for Defendants Med Thrive Cooperative, Inc., Misha Breyburg, and Sasha Plotitsa



**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**CITY AND COUNTY OF SAN FRANCISCO**

ANDREY KUKUSHKIN,

Plaintiff,

v.

MED THRIVE COOPERATIVE, INC. dba MEDITHRIVE, INC. a California Corporation; MISHA BREYBURG, SASHA PLOTITSA, JEFFREY LINDEN, ARMAN JAVID and DOES 1 through 50, inclusive,

Defendants.

Case No.: CGC-18-567013

**DECLARATION OF MARC S. MAZER IN SUPPORT OF DEMURRER TO FIRST AMENDED COMPLAINT AND TO SHOW REQUIRED MEET/CONFER EFFORTS TO RESOLVE PENDING ISSUES RAISED IN THIS DEMURRER**

Date: October 12, 2018
Time: .9:30 a.m.
Dept: 302

RESERVATION NO. 08241012-05

I, MARC S. MAZER, declare as follows:

1. I am counsel for demurring defendants Med Thrive Cooperative, Inc., Misha Breyburg, and Sasha Plotitsa in this action. I make this declaration of my personal knowledge, and if sworn as a witness, I would testify competently to the facts stated herein.

2. I make this declaration in support of defendants' demurrer, to call the court's attention to a judicial admission made by Plaintiff in response to a Request for Admissions and Interrogatories (appropriately considerable on a demurrer; *Del E. Webb Corp. v. Structural Materials Co.* (1981) 123 Cal.App.3d 593, 604) and to show that meet and confer efforts were made to try to resolve the issues on this demurrer.

3. Attached as Exhibit A, B and C are true and accurate copies of excerpts from Plaintiff's Response to Defendants' First Set of Requests for Admissions, Supplemental Response to Defendants' First Set of Requests for Admissions, and Second Supplemental Response to Defendants' First Set of Requests for Admissions (respectively) showing that Plaintiff has admitted to the following: (a) Plaintiff admits that he never transferred $1 Million of his funds to Venture Rebel, Inc.; (b) Plaintiff was never a party to any contract with Med Thrive Cooperative, Inc.; (c) Plaintiff did not use his personal funds to purchase stock in Venture Rebel, Inc.; (d) Plaintiff did not pay the sum of $1 Million for his purchase of stock in Venture Rebel, Inc.; (e) In 2016 and in 2017, Plaintiff was an officer and director of Venture Rebel, Inc.; (f) Andrey Muraviev transferred $1 Million in funds to Venture Rebel, Inc.; (g) Andrey Muraviev is not a citizen of the United States; and (h) Andrey Muraviev is a citizen of Russia.

4. Attached as D is a true and accurate copy of an excerpt of Plaintiff's Second Supplemental Responses to Form Interrogatories in which he states that Andrey Murarviev resides in Russia.

5. MEET/CONFER REQUIREMENT: As required, I engaged in significant efforts

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A PROFESSIONAL CORPORATION
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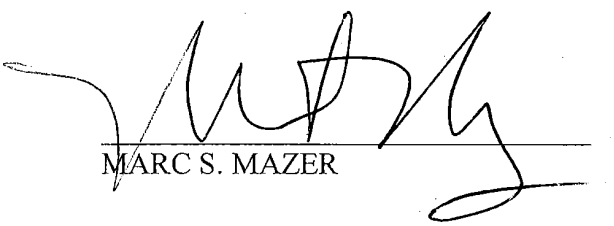
SAN FRANCISCO, CA 94111
(415) 421-0730

to resolve the issues of this Demurrer. Prior to filing this instant Demurrer, I personally engaged in over 90 minutes of discussions with Plaintiff's counsel, Matthew Schoech, for the purpose of addressing the issues raised in this Demurrer as to the First Amended Complaint, and we were unable to resolve those disputes. Unfortunately, the issues could not be resolved and the movants therefore have filed this Demurrer as to the First Amended Complaint.

I declare under penalty of perjury that the foregoing is true and correct this 24th day of August, 2018, at San Francisco, California.



MARC S. MAZER

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Attorneys for Plaintiff ANDREY KUKUSHKIN

SUPERIOR COURT OF CALIFORNIA IN AND FOR

THE COUNTY OF SAN JOAQUIN

| | |
|---|---|
| ANDREY KUKUSHKIN,<br><br>Plaintiff,<br><br>vs.<br><br>MED THRIVE COOPERATIVE, INC. dba MEDITHRIVE, INC., a California Corporation; VENTURE REBEL, INC., a California Corporation; MISHA BREYBURG, SASHA PLOTITSA, JEFFREY LINDEN, ARMAN JAVID and DOES 1 through 50, inclusive,<br><br>Defendants. | CASE NO. STK-CV-UF-2018-1646<br><br>**PLAINTIFF'S RESPONSES TO REQUEST FOR ADMISSIONS, TO MEDITHRIVE, INC. SET ONE** |

PROPOUNDING PARTY: Defendant, MEDITHRIVE, INC.

RESPONDING PARTY: Plaintiff, ANDREY KUKUSHKIN

SET NO.: ONE

EXHIBIT A

## PRELIMINARY STATEMENT

These responses are made solely for, and in relation to, this action. Each of the following responses is rendered and based on information in the possession of PLAINTIFF at the time of the preparation of the responses, after a reasonable inquiry and search.

PLAINTIFF has not yet completed investigation of the facts related to this action, and has not yet completed their discovery in this action, and has not yet completed their preparation for trial. Consequently, the following responses are given without prejudice to the PLAINTIFF'S right to produce, at the time of trial, subsequently discovered evidence in relation to the proof of any material facts, and to produce all evidence, whenever discovered, relating to the proof of facts subsequently discovered to be material. If any information has unintentionally been omitted from these responses, PLAINTIFF reserves the right to apply for relief so as to permit the insertion of omitted data from these responses.

## RESPONSE TO REQUEST FOR ADMISSIONS

**Request for Admission No. 1:**

Plaintiff Andrey Kukushkin did not use his personal funds to purchase stock in Venture Rebel, Inc.

**Response to Request for Admission No. 1:**

Objection. This request is vague and ambiguous as to the phrase "personal funds." However, without waiving said objections, responding party responds as follows: Admit.

**Request for Admission No. 2:**

Plaintiff Andrey Kukushkin did not purchase common shares of stock in Venture Rebel, Inc.

**Response to Request for Admission No. 2:**

Objection. This request is vague as to time, and as such, the request is overbroad, and unduly burdensome. However, without waiving said objections, responding party responds as follows: Deny.

**Request for Admission No. 3:**

Plaintiff Andrey Kukushkin did not pay the sum of $1 Million for his purchase of stock in Venture Rebel. Inc.

**Response to Request for Admission No. 3.**

Admit.

**Request for Admission No. 4:**

At some time in the year 2016, Plaintiff Andrey Kukushkin was a member of the board of directors of Venture Rebel, Inc.

**Response to Request for Admission No. 4.**

Admit.

**Request for Admission No. 5:**

At some time in the year 2016. Plaintiff Andrey Kukushkin was an officer of Venture Rebel. Inc.

**Response to Request for Admission No. 5:**

Admit.

**Request for Admission No. 6:**

At some time in the year 2017. Plaintiff Andrey Kukushkin was an officer of Venture Rebel. Inc.

**Response to Request for Admission No. 6:**

Admit

**Request for Admission No. 7:**

At some time in the year 2017, Plaintiff Andrey Kukushkin was a member of the board of directors of Venture Rebel, Inc.

**Response to Request for Admission No. 7:**

Admit

**Request for Admission No. 8:**

Plaintiff Andrey Kukushkin is a party to the written shareholders Purchase Agreement attached hereto as Exhibit 1.

**Response to Request for Admission 8.**

Admit

**Request for Admission No. 9:**

Plaintiff Andrey Kukushkin is not a party to the written Term Sheet dated December 18, 2015 attached hereto as Exhibit 2.

**Response to Request for Admission No. 9:**

Deny.

**Request for Admission 10:**

Prior to Plaintiff Andrey Kukushkin purchasing common shares of stock of Venture Rebel, Inc., he was provided with a copy of an executed written Management Services Agreement between Venture Rebel, Inc. and Med Thrive Cooperative, Inc.

**Response to Request for Admission No. 10:**

Objection. This request is vague as to the phrase "prior to Plaintiff Andrey Kukushkin purchasing common shares of stock of Venture Rebel, Inc." However, without waiving said

objections, responding party responds as follows: This responding party is presently unable to either admit or deny this request as he does not have sufficient information with which to respond. Discovery is continuing and ongoing.

**Request for Admission 11:**

Sasha Plotitsa did not cause Plaintiff Andrey Kukushkin to suffer any physical injuries.

**Response to Request for Admission No. 11:**

Objection. This request is vague and ambiguous as to the terms "cause" and "physical injuries." Further, this request seeks the premature of expert opinion pursuant to Code of Civil Procedure section 2034 et seq. However, without waiving said objections, responding party responds as follows: Admit.

**Request for Admission 12:**

Misha Breyburg did not cause Plaintiff Andrey Kukushkin to suffer any physical injuries.

**Response to Request for Admission No. 12:**

Objection. This request is vague and ambiguous as to the terms "cause" and "physical injuries." Further, this request seeks the premature of expert opinion pursuant to Code of Civil Procedure section 2034 et seq. However, without waiving said objections, responding party responds as follows: Admit.

**Request for Admission 13:**

Med Thrive Cooperative. Inc. did not cause Plaintiff Andrey Kukushkin to suffer any physical injuries.

**Response to Request for Admission No. 13:**

Objection. This request is vague and ambiguous as to the terms "cause" and "physical injuries." Further, this request seeks the premature of expert opinion pursuant to Code of Civil

**Request for Admission 21:**

Plaintiff Andrey Kukushkin never transferred $1 Million to Venture Rebel, Inc.

**Response to Request for Admission No. 21:**

Admit.

**Request for Admission 22:**

Plaintiff Andrey Kukushkin never transferred $1 Million of his funds to Venture Rebel, Inc.

**Response to Request for Admission No. 22:**

Objection. This request is vague and ambiguous as to the phrase "his funds." As such, this request is unintelligible and cannot be answered as phrased.

**Request for Admission 23:**

Alexander Mikhalev was never a financial analyst working on behalf of Plaintiff Andrey Kukushkin.

**Response to Request for Admission No. 23:**

Objection. This request is vague and ambiguous as to the phrase "working on behalf of." However, without waiving said objections, responding party responds as follows: Deny.

**Request to Admission No.24.**

Plaintiff Andrey Kukushkin was a member of the board of directors of Venture Rebel, Inc. on September 21, 2016.

**Response to Request for Admission No. 24:**

Admit.

**Request for Admission 25:**

In 2017, the majority of issued common stock of Venture Rebel, Inc. was not owned

consolidation." However, without waiving said objections, responding party responds as follows:

Admit.

**Request for Admission 29:**

Plaintiff Andrey Kukushkin did not provide the board of directors of Venture Rebel, Inc. with a written legal opinion that the law permits the consolidation of Med Thrive Cooperative. Inc. with Venture Rebel. Inc.

**Response to Request for Admission No. 29:**

Admit

**Request for Admission 30**:

Andrey Muraviev transferred $1 Million in funds to Venture Rebel, Inc.

**Response to Request for Admission No. 30:**

Admit

**Request for Admission 31 :**

Andrey Muraviev is not a citizen of the United States.

**Response to Admission 31:**

Admit

**Request for Admission No. 32:**

Andrey Muraviev is a citizen of Russia.

**Response for Admission 32:**

Admit

**Request for Admission 33:**

Andrey Muraviev is an owner of businesses which sell cannabis products in California.

**Response for Admission 33:**

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Attorneys for Plaintiff ANDREY KUKUSHKIN

SUPERIOR COURT OF CALIFORNIA IN AND FOR

THE COUNTY OF SAN JOAQUIN

| | |
|---|---|
| ANDREY KUKUSHKIN,<br><br>Plaintiff,<br><br>vs.<br><br>MED THRIVE COOPERATIVE, INC. dba MEDITHRIVE, INC., a California Corporation; VENTURE REBEL, INC., a California Corporation; MISHA BREYBURG, SASHA PLOTITSA, JEFFREY LINDEN, ARMAN JAVID and DOES 1 through 50, inclusive,<br><br>Defendants. | CASE NO. STK-CV-UF-2018-1646<br><br>**PLAINTIFF'S SUPPLEMENTAL RESPONSES TO REQUEST FOR ADMISSIONS, TO MEDITHRIVE, INC. SET ONE** |

PROPOUNDING PARTY: Defendant, MEDITHRIVE, INC.

RESPONDING PARTY: Plaintiff, ANDREY KUKUSHKIN

SET NO.: SUPPLEMENTAL ONE

EXHIBIT B

## PRELIMINARY STATEMENT

These responses are made solely for, and in relation to, this action. Each of the following responses is rendered and based on information in the possession of PLAINTIFF at the time of the preparation of the responses, after a reasonable inquiry and search.

PLAINTIFF has not yet completed investigation of the facts related to this action, and has not yet completed their discovery in this action, and has not yet completed their preparation for trial. Consequently, the following responses are given without prejudice to the PLAINTIFF'S right to produce, at the time of trial, subsequently discovered evidence in relation to the proof of any material facts, and to produce all evidence, whenever discovered, relating to the proof of facts subsequently discovered to be material. If any information has unintentionally been omitted from these responses, PLAINTIFF reserves the right to apply for relief so as to permit the insertion of omitted data from these responses.

## SUPPLEMENTAL RESPONSES TO REQUEST FOR ADMISSIONS

**Request for Admission No. 1:**

Plaintiff Andrey Kukushkin did not use his personal funds to purchase stock in Venture Rebel, Inc.

**Supplemental Response to Request for Admission No. 1:**

Admit.

**Request for Admission No. 2:**

Plaintiff Andrey Kukushkin did not purchase common shares of stock in Venture Rebel, Inc.

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Email: matt@norcallawfirm.com

Robert D. Finkle, Esq. (SBN 264581)
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Telephone: (510) 736-5529
Email: robert@finklelawoffice.com

Attorneys for Plaintiff ANDREY KUKUSHKIN

SUPERIOR COURT OF CALIFORNIA IN AND FOR

THE COUNTY OF SAN FRANCISCO

| | |
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| ANDREY KUKUSHKIN,<br><br>Plaintiff,<br><br>vs.<br><br>MED THRIVE COOPERATIVE, INC. dba MEDITHRIVE, INC., a California Corporation; VENTURE REBEL, INC., a California Corporation; MISHA BREYBURG, SASHA PLOTITSA, JEFFREY LINDEN, ARMAN JAVID and DOES 1 through 50, inclusive,<br><br>Defendants. | CASE NO. CGC-18-567013<br><br>**PLAINTIFF'S SECOND SUPPLEMENTAL RESPONSES TO REQUEST FOR ADMISSIONS, TO MEDITHRIVE, INC. SET ONE** |

PROPOUNDING PARTY: Defendant, MEDITHRIVE, INC.

RESPONDING PARTY: Plaintiff, ANDREY KUKUSHKIN

SET NO.: SECOND SUPPLEMENTAL - ONE

**EXHIBIT C**

**Request for Admission 17:**

Plaintiff Andrey Kukushkin is not a citizen of the United States.

**Supplemental Response to Request for Admission No. 17:**

Objection. This request is not reasonably calculated to lead to the discovery of admissible evidence. Further, this request seeks to invade responding party's right to privacy. Without waiving said objection, Responding Party responds as follows: Deny.

**Request for Admission 20:**

Plaintiff Andrey Kukushkin was never a party to any contract with Med Thrive Cooperative, Inc.

**Supplemental Response to Request for Admission No. 20:**

Objection. The request is vague and ambiguous as to the term "party". Without waiving said objection, Plaintiff responds as follows: Admit.

**Request for Admission 22:**

Plaintiff Andrey Kukushkin never transferred $1 Million of his funds to Venture Rebel, Inc.

**Supplemental Response to Request for Admission No. 22:**

Admit.

**Supplemental Response to Request for Admission No. 26:**

Objection. The request is vague and ambiguous as to the term "party". Without waiving said objection, Plaintiff responds as follows: Admit.

**Request No. 1:**

The "Venture Rebel, Inc." Stock Purchase Agreement," attached hereto as Exhibit 1, is genuine.

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SUPERIOR COURT OF CALIFORNIA IN AND FOR

THE COUNTY OF SAN FRANCISCO

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| ANDREY KUKUSHKIN,<br><br>Plaintiff,<br><br>vs.<br><br>MED THRIVE COOPERATIVE, INC. dba MEDITHRIVE, INC., a California Corporation; VENTURE REBEL, INC., a California Corporation; MISHA BREYBURG, SASHA PLOTITSA, JEFFREY LINDEN, ARMAN JAVID and DOES 1 through 50, inclusive,<br><br>Defendants. | CASE NO. CGC-18-567013<br><br>**PLAINTIFF'S SECOND SUPPLEMENTAL RESPONSES TO FORM INTERROGATORIES - GENERAL, TO SASHA PLOTITSA, SET ONE** |

PROPOUNDING PARTY: Defendant, SASHA PLOTITSA

RESPONDING PARTY: Plaintiff, ANDREY KUKUSHKIN

SET NO.: SECOND SUPPLEMENTAL - ONE

EXHIBIT D

(a) who witnessed the **INCIDENT** or the events occurring immediately before or after the **INCIDENT**;

(b) who made any statement at the scene of the **INCIDENT**;

(c) who heard any statements made about the **INCIDENT** by any individual at the scene; and

(d) who **YOU OR ANYONE ACTING ON YOUR BEHALF** claim has knowledge of the **INCIDENT** (except for expert witnesses covered by Code of Civil Procedure section 2034).

**SUPPLEMENTAL RESPONSE TO FORM INTERROGATORY NO. 12.1:**

Objection. This interrogatory seeks information that is protected from disclosure by the attorney client privilege and the attorney work product doctrine. However, without waiving said objections, responding party responds as follows:

(a-d)

Alexander Mikhalev (alexander.mikhalev@yahoo.comparu), 7-963-764-1400; resides in Russia but address is unknown;

Andre Muraviev (muraviev@paruscapital.com), 7-906-096-9999; Resides in Russia but address is unknown;

and

Defendants.

**FORM INTERROGATORY NO. 17.1:**

Is your response to each request for admission served with these interrogatories an unqualified admission? If not, for each response that is not an unqualified admission:

(a) state the number of the request;

(b) state all facts upon which you base your response;

(c) state the names, **ADDRESSES,** and telephone numbers of all **PERSONS** who have knowledge of those facts; and

(d) identify all **DOCUMENTS** and other tangible things that support your response and state the name, **ADDRESS,** and telephone number of the **PERSON** who has each **DOCUMENT** or thing.

**SUPPLEMENTAL RESPONSE TO FORM INTERROGATORY NO. 17.1:**

RFA No. 2, Andrey Kukushkin purchased shares of common stock in Venture Rebel, see Investor Rights Agreement attached to Complaint, Andrey Kukushkin, can be contacted through counsel, Alex Mikhalev, 7-963-764-1400; resides in Russia but address is unknown; Andrey Muraviev; 7-906-096-9999; Resides in Russia but address is unknown; and Defendants all have knowledge and Defendants have email addresses for Alex Mikhalev and Andrey Muraviev, who reside in Russia.

RFA No. 9, Andrey Kukuskin was a party by virtue of his membership in Palmway Holdings Limited. Andrey Kukushkin, can be contacted through counsel, Alex Mikhalev 7-963-764-1400; resides in Russia but address is unknown; Andrey Muraviev7-906-096-9999; Resides in Russia but address is unknown, and Defendants all have knowledge and Defendants. See referenced Term Sheet dated December 18, 2015

RFA No. 10, Andrey Kukushkin was not provided a copy of an executed written Management Services Agreement between Venture Rebel, Inc. and Med Thrive Cooperative, Inc. prior to purchasing common shares of stock of Venture Rebel, Inc. Andrey Kukushkin, can be contacted through counsel.

RFA No. 16, After a reasonable inquiry, responding party is presently unable to either