



ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY

PLANNING DEPARTMENT

Chris Bazar
Agency Director

February 23, 2018

Agenda Item ~~4~~ ⁵
February 27, 2018

Albert Lopez
Planning Director

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The Honorable Board of Supervisors
County Administration Building
1221 Oak Street, Fifth Floor
Oakland, CA 94612

Dear Board Members:

SUBJECT: Appeal submitted by Buchalter, representing Sunol Ranch LLC, of a decision by the Administrative Cannabis Dispensary Appeals Panel for approval of a Medical Cannabis dispensary Operator Permit application from 3220 Andrade Partners, LLC, on property located at 3220 Andrade Road, in the Sunol area of unincorporated Alameda County, with County Assessor's Parcel Number: 096 - 0001-007-14 (case number: PLN2017-00226).

RECOMMENDATION:

That the Board of Supervisors deny the appeal and sustain the decision of the Administrative Appeals Panel to approve the Cannabis Dispensary Operator Permit Application for 3220 Andrade Partners.

SUMMARY:

Pursuant to Section 6.108.130 and 6.108.140 of the Alameda County Ordinance Code, an Administrative Appeals Panel composed of County staff was convened on February 2, 2018 to hear appeals submitted related to the approval of cannabis dispensaries in the unincorporated East County area of Alameda County. The results of the Administrative Panel are described below. All three applications, PLN2017-00224, PLN2017-00226, and PLN2017-00227, have been further appealed to the Alameda County Board of Supervisors.

PLN2017-00224 Applicant: The Royal Herb/Leslie Flannery

Location: 1113 Greenville Road, Livermore area of unincorporated Alameda County

Original application decision: Denial of Cannabis Dispensary Operator Permit

Original appellant: The Royal Herb/Leslie Flannery

Appeal Panel decision: Denied the appeal, upholding CDA's denial of the application

Appellant to the Board of Supervisors: The Royal Herb/Leslie Flannery

PLN2017-00226 Applicant: 3220 Andrade partners, LLC/Garden of Eden

Location: 3220 Andrade Road, Sunol area of unincorporated Alameda County

Original application decision: Approval of Cannabis Dispensary Operator Permit

Original appellant: Shartsis Friese LLP, representing Sunol Ranch LLC

Appeal Panel decision: Denied the appeal, upholding CDA's approval of the application

Appellant to the Board of Supervisors: Buchalter, representing Sunol Ranch LLC

PLN2017-00227 Applicant: Larry Gosselin
Location: 7699 Altamont Pass Road, North Livermore area of unincorporated Alameda County
Original application decision: Approval of Cannabis Dispensary Operator Permit
Original appellant: City of Livermore
Appeal Panel decision: Sustained the appeal, reversing CDA's decision, resulting in a denial of the application
Appellant to the Board of Supervisors: Larry Gosselin

The scoring and ranking of the original proposals are listed below. Only the top two applications were approved as Cannabis Dispensary Permit Operations:

Rank	Case Number	Applicant	Average Score	Total Score
1	PLN2017-00226	3220 Andrade Partners, LLC 3220 Andrade Road, Sunol	373.92	1,121.75
2	PLN2017-00227	Larry Gosselin 7699 Altamont Pass Road, N. Livermore	330.00	990.00
3	PLN2017-00225	DPH Enterprises/Elemental Wellness 9950 Calaveras Road, Sunol	327.58	982.75
4	PLN2017-00228	Have a Heart CC Grant Line Road at I-580, Altamont Pass	312.42	937.25
5	PLN2017-00224	The Royal Herb 1113 Greenville Road, outside of Livermore	180.15	540.45

APPEAL:

This letter to the Board specifically references the appeal by Buchalter/Sunol Ranch LLC to the Board of Supervisors of the approval of PLN2017-00226.

The appeal letter submitted on February 20, 2018 by Alicia Guerra of Buchalter Corporation makes the following assertions. Staff responses are below each assertion.

DISCUSSION:

Appellant comments:

The application violates Measure D and thus fails to comply with Section 6.108:100 of the Cannabis Dispensary Ordinance. Also, the application is incomplete for failure to include environmental review in accordance with CEQA.

Staff Response:

In adopting the East County Area Plan (ECAP) in 1994 and Measure D in 2000, the Board of Supervisors and the voters established an urban growth boundary and associated goals and policies to protect agricultural and open space uses while allowing some limited development, including “agriculture enhancing commercial uses” that can demonstrate an economic connection to agricultural use and production and “visitor-serving commercial uses” that promote agriculture and are subordinate and directly related to the area’s agricultural production. In adopting the Cannabis Dispensary Ordinance, the Board of Supervisors has determined that, with appropriate conditions, a dispensary may be an appropriate conditionally permitted use in the agricultural district, and may exist outside of the urban growth boundary established by Measure D as an “agriculture enhancing commercial use” and a “visitor-serving commercial use” that is economically related to and supports the area’s cannabis cultivation.

Pursuant to County ordinances, a cannabis dispensary is a conditionally permitted use in the A – Agricultural zone, and this location on Andrade Road is within the A zone. The site under consideration is now a vacant driving range and has been out of business for several months. Adapting the building to a new use, and utilizing existing infrastructure (i.e. access roads and parking lot) were considered positive elements of the project, reflected in it receiving the highest score.

Staff considered the environmental review and CEQA issue, and determined that, because the Cannabis Dispensary Operator Permit alone does not authorize the permittee to open a dispensary at the proposed site, the County has not approved or committed to the project in a manner that would trigger CEQA review. The RFP selection was the first step to qualify to apply for a Conditional Use Permit, a discretionary land use permit. The required subsequent Conditional Use Permit is a project, and CEQA review will be completed at that time. The surrounding community will be invited to participate in the CUP process, which will include an environmental review.

CONCLUSION:

Based on the Board of Supervisors’ findings for adopting the Cannabis Dispensary Ordinance and the addition of cannabis cultivation as a conditionally permitted activity in the Agricultural zoning district, the approval of this Cannabis Dispensary Operator Permit conforms to Measure D and to the Alameda County Zoning Ordinance. Also, environmental review will be conducted as required by CEQA if and when a discretionary Conditional Use Permit is submitted for review by the County Planning Department. Therefore, staff recommends that the Board of Supervisors deny the appeal and sustain the decision to approve the Cannabis Dispensary Operator Permit, PLN2017-00226, for 3220 Andrade Partners, LLC.

Very truly yours,



Chris Bazar, Director
Community Development Agency

Enc: Appeal by Buchalter/Sunol Ranch, LLC
Decision by Administrative Appeals Panel
Application Packet



ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY

PLANNING DEPARTMENT

February 15, 2018

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**NOTICE OF DECISION OF ADMINISTRATIVE APPEALS PANEL
REGARDING CANNABIS DISPENSARIES**

AND

NOTICE OF APPEAL HEARING AT BOARD OF SUPERVISORS

Dear Interested Party:

Pursuant to Section 6.108.130 and 6.108.140 of the Alameda County Ordinance Code, an Administrative Appeals Panel was convened on February 2, 2018 to hear appeals submitted related to the approval of cannabis dispensaries in the unincorporated East County area of Alameda County. The results of the administrative panel are as follows:

APPLICATION PLN2017-00224: The Royal Herb/Leslie Flannery
ORIGINAL APPELLANT: The Royal Herb/Leslie Flannery
ADDRESS: 1113 Greenville Road, Livermore area of unincorporated Alameda County
ASSESSOR'S PARCEL NUMBER(S): 099A-1475-004-14 and 099A-1475-004-13
ORIGINAL DECISION ON APPLICATION: Denial of operator permit
PANEL DECISION: Denied the appeal, thereby upholding CDA's denial of the application for approval.

APPLICATION PLN2017-00226: 3220 Andrade partners, LLC/Garden of Eden
ORIGINAL APPELLANT: Shartsis Friese LLP/Sunol Ranch LLC
ADDRESS: 3220 Andrade Road, Sunol area of unincorporated Alameda County
ASSESSOR'S PARCEL NUMBER(S): 096 -0001-007-14
ORIGINAL DECISION ON APPLICATION: Approval of operator permit
PANEL DECISION: Denied the appeal, thereby upholding CDA's selection of the application for approval

APPLICATION PLN2017-00227: Larry Gosselin
ORIGINAL APPELLANT: City of Livermore
ADDRESS: 7699 Altamont Pass Road, N. Livermore area of unincorporated Alameda County
ASSESSOR'S PARCEL NUMBER(S): 099B-5500-004-00
ORIGINAL DECISION ON APPLICATION: Approval of operator permit
PANEL DECISION: Sustained the appeal, thereby reversing CDA's selection of the application for approval resulting in a denial of the application

Please note that all three applications, PLN2017-00224, PLN2017-00226, and PLN2017-00227, are being further appealed to the Alameda County Board of Supervisors.

Board of Supervisors Appeals Hearing:

Date: Tuesday, February 27, 2018
Time: 1:00 pm
Location: Board Chambers, Fifth Floor, Alameda County Administration Building
Address: 1221 Oak Street, Oakland, CA 94612

**Notice of Decision of Administrative Appeals and
Notice of Upcoming Appeal Hearing at Board of Supervisors
Page 2**

Applications being appealed to the Alameda County Board of Supervisors:

**Appealed to the Board of Supervisors by The Royal Herb/Leslie Flannery:
APPLICATION PLN2017-00224: The Royal Herb/Leslie Flannery
ORIGINAL APPELLANT: The Royal Herb/Leslie Flannery
ADDRESS: 1113 Greenville Road, Livermore area of unincorporated Alameda County
ASSESSOR'S PARCEL NUMBER(S): 099A-1475-004-14 and 099A-1475-004-13
REASON for APPEAL: Disagreed with decision by Appeals Panel.**

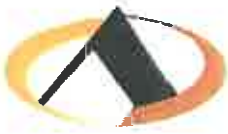
**Being Appealed to the Board of Supervisors by Shartsis Friese LLP/Sunol Ranch LLC:
APPLICATION PLN2017-00226: 3220 Andrade partners, LLC/Garden of Eden
ORIGINAL APPELLANT: Shartsis Friese LLP/Sunol Ranch LLC
ADDRESS: 3220 Andrade Road, Sunol area of unincorporated Alameda County
ASSESSOR'S PARCEL NUMBER(S): 096 -0001-007-14
REASON for APPEAL: Disagreed with decision by Appeals Panel.**

**Appealed to the Board of Supervisors by Larry Gosselin:
APPLICATION PLN2017-00227: Larry Gosselin
ORIGINAL APPELLANT: City of Livermore
ADDRESS: 7699 Altamont Pass Road, N. Livermore area of unincorporated Alameda County
ASSESSOR'S PARCEL NUMBER(S): 099B-5500-004-00
REASON for APPEAL: Disagreed with decision by Appeals Panel.**

Please contact me via email at rodrigo.orduna@acgov.org or via telephone at (510) 670-6503 if you wish to discuss the above or to submit comments regarding any of the above appeals.

Regards,


Rodrigo Orduna, AICP
Assistant Planning Director



ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY

P L A N N I N G D E P A R T M E N T

February 7, 2018

Chris Bazar
Agency Director

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NOTICE OF DECISION OF ADMINISTRATIVE APPEALS PANEL REGARDING CANNABIS DISPENSARIES

Dear Appellant/Interested Party:

Pursuant to Section 6.108.130 and 6.108.140 of the Alameda County Ordinance Code, an Administrative Appeals Panel was convened on February 2nd, 2018 to hear appeals submitted related to the approval of cannabis dispensaries in the unincorporated East County area of Alameda County. The results of the administrative panel are as follows:

APPLICATION PLN2017-00224: The Royal Herb/Leslie Flannery
ORIGINAL APPELLANT: The Royal Herb/Leslie Flannery
ADDRESS: 1113 Greenville Road, Livermore area of unincorporated Alameda County
ASSESSOR'S PARCEL NUMBER(S): 099A-1475-004-14 and 099A-1475-004-13
ORIGINAL DECISION ON APPLICATION: Denial of operator permit
PANEL DECISION: Denied the appeal, thereby upholding CDA's denial of the application for approval.

APPLICATION PLN2017-00226: 3220 Andrade partners, LLC/Garden of Eden
ORIGINAL APPELLANT: Shartsis Friese LLP/Sunol Ranch LLC
ADDRESS: 3220 Andrade Road, Sunol area of unincorporated Alameda County
ASSESSOR'S PARCEL NUMBER(S): 096 -0001-007-14
ORIGINAL DECISION ON APPLICATION: Approval of operator permit
PANEL DECISION: Denied the appeal, thereby upholding CDA's selection of the application for approval

APPLICATION PLN2017-00227: Larry Gosselin
ORIGINAL APPELLANT: City of Livermore
ADDRESS: 7699 Altamont Pass Road, N. Livermore area of unincorporated Alameda County
ASSESSOR'S PARCEL NUMBER(S): 099B-5500-004-00
ORIGINAL DECISION ON APPLICATION: Approval of operator permit
PANEL DECISION: Sustained the appeal, thereby reversing CDA's selection of the application for approval resulting in a denial of the application

Pursuant to Section 6.108.140(C) of the Alameda County Ordinance Code, any appellant may file an appeal of the determination of the administrative panel within ten days after the date of the notice of the decision. Because the 10th day falls on a holiday weekend, appeals will be accepted and must be filed by 5:00 pm on Tuesday, February 20, 2018, by submitting a letter to the Planning Department, located at 224 W. Winton Avenue, Hayward, CA 94544, along with an appeal fee of \$250.00.

Appeals received pursuant to Section 6.108.140(C) will be heard by the Alameda County Board of Supervisors on Tuesday, February 27, 2018, at 1:00 pm, at the Board Chambers, Fifth Floor, Alameda County Administration Building, 1221 Oak Street, Oakland, CA 94612.

Notice of Decision of Administrative Appeals
February 7, 2018
Page 2

Please contact Assistant Planning Director Rodrigo Orduña via email at rodrigo.orduna@acgov.org or via telephone at (510) 670-6503 if you wish to discuss the above.

Sincerely,

A handwritten signature in blue ink that reads "Chris Bazar". The signature is cursive and somewhat stylized.

Chris Bazar, Director
Community Development Agency

Attachment: Sections 6.108.130 through 6.108.150 of the Alameda County Ordinance Code

Excerpts of the Medical Cannabis Dispensary Ordinance explaining the appeals process:

6.108.130 - Appeal from administrative determinations.

- A. An appeal may be filed by an applicant, permittee or the owner or occupant of property within one thousand (1,000) feet of any existing or proposed dispensary or by an applicant, permittee or owner or occupant of property within the unincorporated area of the County for any existing or proposed delivery operation.
- B. Any appellant may appeal an administrative determination that is made in relation to any of the following actions:
 - 1. Finding that an application is incomplete;
 - 2. Determination that an application does not comply with the requirements of Section 6.108.100;
 - 3. Establishment or modification of operating conditions;
 - 4. Denial of a permit; or
 - 5. Suspension or revocation of a permit.
- C. Any appeal shall be filed with the director within ten days after the date of the notice of any such administrative determination.
- D. Within ten days after the filing of an appeal, notice shall be given in accordance with Section 6.108.050. Such notice shall set forth the grounds for the appeal, the method of submitting comments to the county regarding the appeal and the date and location of the hearing of the appeal.
- E. Any appeal that is not timely filed will be deemed ineffective and the administrative determination that is being appealed will become final.

6.108.140 - Administrative review of appeal.

- A. Within thirty (30) days after the filing of an appeal of an administrative determination, the director shall convene a panel consisting of one or more representatives of the county administrator, community development agency, health care services agency, and the sheriff at which the appeal shall be heard in public session. The appellant and any interested parties will be allowed to address the panel regarding the appeal.
- B. Within ten days after conclusion of the hearing of the appeal by the administrative panel, the director shall give notice of the decision of the panel.
- C. Any appellant may file an appeal of the determination of the administrative panel within ten days after the date of the notice of the decision of the administrative panel.

6.108.150 - Hearing by the board of supervisors.

- A. Within ninety (90) days after the filing of an appeal of the administrative panel's decision, the board of supervisors shall conduct a hearing of the appeal.
- B. At least ten days prior to the hearing of the appeal by the board of supervisors, notice shall be given in accordance with Section 6.108.050. Such notice shall set forth the grounds for the appeal, the method of submitting comments to the county regarding the appeal and the date and location of the hearing of the appeal by the board of supervisors. The board of supervisors may give such additional notice of hearing as it deems appropriate in a particular case.
- C. The board of supervisors may take any appropriate action upon the original administrative action that was appealed pursuant to Section 6.108.130, including granting or denying the appeal or imposing, deleting or modifying operating conditions of the permit. The decision of the board of supervisors shall be final.



ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY
P L A N N I N G D E P A R T M E N T

Chris Bazar
Agency Director

MEMORANDUM

Albert Lopez
Planning Director

Date: January 23, 2018
To: Cannabis Dispensary Administrative Appeals Panel
From: Albert Lopez, Planning Director
RE: Appeals of Medical Cannabis Dispensary Permits February 2nd, 2018

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Background

On September 12, 2017, the Alameda County Board of Supervisors approved an ordinance amending Chapter 6.108 of the Ordinance Code, which regulates medical cannabis dispensaries in the Unincorporated Area of the County.

The Ordinance allowed for the approval of up to two (2) Permits for medical cannabis dispensaries in the East County subject to a competitive Request for Proposals (RFP) process. The purpose of the cannabis RFP is to allow for the dispensing of medical cannabis in appropriate locations to help ensure that medical cannabis will be available to patients in need of it while preserving the character, health and safety of the surrounding area.

The RFP was the first of two steps in allowing new dispensaries, to be followed by the standard Conditional Use Permit (CUP) process where site specific impacts can be identified and mitigated. The CUP process includes a public hearing where community concerns can be aired, and adjacent property owners are notified in advance.

RFP applications were due November 13th, 2017, and five (5) total applications were received. In order to conduct the selection process required by the ordinance, a County Selection Committee (CSC) was formed and convened by the CDA Director to review, score and rank the applications. The CSC consisted of the Planning Director, the Director of Environmental Health, and a Commander from the Sheriff's Office. At the completion of the final scoring, the CSC provided their results to the CDA Director, who reviewed and affirmed their conclusions; letters of Notice of Intention to Grant a Permit were mailed on December 15, 2017.

The published RFP required a scoring and ranking, clearly stating that an application with a high weighted total will be deemed of higher quality than an application with a lesser-weighted total. Also, the RFP clearly explained that a site visit and oral interview were an optional 2nd stage of the final evaluation process, thereby allowing the CSC to complete the evaluation process based solely on what was submitted in the applications. After the first stage of scoring and ranking was complete, it was the consensus of the CSC that a site visit and interview would not be necessary. As required by the RFP, successful proposals would be selected based on their responses to a set scoring criteria, including security plan, site

suitability, operating plan, mitigations of potential impacts, environmental considerations and community benefits. The complete results are below:

Rank	Applicant	Average Score	Total Score
1	3220 Andrade/Garden of Eden	373.92	1,121.75
2	Larry Gosselin	330	990
3	DPH Enterprises/Elemental Wellness	327.58	982.75
4	Have a Heart CC	312.42	937.25
5	The Royal Herb	180.15	540.45

Appeals to an Administrative Panel

The RFP process described above included an appeals provision (excerpted on last page of this memo) whereby an appellant may appeal the results of the CSC. The role of the assembled administrative panel is to convene a public session where they can hear directly from the appellant about their appeal, with the panel's decision on the appeal to be issued by the CDA Director within 10 days. As the public session is scheduled for February 2nd, a decision is expected by close of business February 13th, accounting for weekends and County holidays. Staff recommends the panel select a chairperson, and that the forum be similar to other quasi-judicial boards and commissions of the County, and that a decision be made in the public session. Staff will take minutes of the panel, and relay the results of the panel to the CDA Director.

CDA/Planning received three appeals, one from an unsuccessful applicant, and two from adjacent property owners appealing the approval of dispensaries near them. A full description of each appeal is described below, with Planning staff's response to the claims of the appeal following in italics.

(1) Appeal by The Royal Herb/Leslie Flannery PLN2017-224

The appeal letter submitted on January 3, 2018 by Leslie Flannery makes a number of assertions, many of them not related to the RFP scoring process itself. Insofar as the appeal letter relates to specific grievances with the overall RFP and scoring process, those items are described in some detail in the following narrative.

The appeal raises a question about the RFP deadlines.

In preparation for this memorandum, staff consulted the principal staff charged with administering the RFP, and they maintain that all applications were given the same due dates with respect to the Exhibit B (background info) as well as the main Exhibit A proposal, that no exceptions was given to any of the applicants. One date was changed as a result of the Application Information Sessions, in an addendum clearly allowing all the applicants five additional days to submit their Exhibit B material. No applications were received after the stated deadlines.

The Royal Herb also states that it is ready to open a dispensary within 30 days of the permit award, as opposed to the successful applications that require new construction and other site improvements that could take 6-12 months to complete. The appellant asked for a temporary operating permit to conduct business while the other dispensaries are not yet in business..

The RFP did not award points for readiness, and there is no provision in the ordinance for temporary cannabis dispensary permits. It should also be noted that the cannabis ordinance for dispensaries does not allow any two dispensaries to be closer than 5 miles to each other, meaning that unless the ordinance is changed to allow it, a possible dispensary run by Ms. Flannery could not operate at the same time as another nearby dispensary.

The appeal letter also describes negotiations with a property owner (Gosselin) Ms. Flannery and asserts that he (or County staff) should have let her know that Gosselin himself was applying for a permit. Ms. Flannery states the process was unfair to her, asserting that a Gosselin was a "friend" of the County applying for a dispensary permit, and that she should have been informed that Gosselin was applying before risking her application fee.

The identity of the applicants was not known until the applications were received. Neither the ordinance nor the RFP required disclosure of the identity of the applicants to the other applicants.

The appeal letter concludes by asking for a refund of the application fees (\$12,000) based on the grievances described above.

There is no allowance to refund applications fees in the cannabis dispensary ordinance. Fees were paid by all applicants that elected to participate in the RFP process. Significant staff resources were used to administer the RFP including preparation for the current appeals panel hearing.

Recommendation

The panel should review the material provided by the applicant as well as their original proposal and determine whether the appellant has stated adequate grounds for reversing the decision of the CDA Director to deny the permit application.

Note: The following two appeals submitted by adjacent property owners are appealing the grant of a permit to an applicant proposing a site within 1000 feet of their property. The appeals process in the County ordinance is limited to the following actions taken by the County:

1. Finding that an application is incomplete;
2. Determination that an application does not comply with the requirements of Section 6.108.100;
3. Establishment or modification of operating conditions;
4. Denial of a permit; or
5. Suspension or revocation of a permit.

The granting of a permit is expressly not one of the appealable actions. Nevertheless, the appeals were received prior to the appeal deadline and a discussion of the merits of the appeals is provided below for the panel's consideration.

(2) Appeal by the City of Livermore – Granting of permit to Larry Gosselin, 7699 Altamont Pass Rd. PLN2017-227

The City of Livermore submitted an appeal letter on January 2, 2018 in which they make several claims as to why the subject permit should not be granted.

The City states that the manner in which the subject permit was approved is not consistent with certain East County Area Plan (ECAP) policies which encourage a cooperative approach to land use planning (ECAP policy 3), especially if plans or projects have a sub-regional impact (ECAP policy 4). The City states that the County should have coordinated with them more closely because this project falls within the City's Urban Growth Boundary as well as their Sphere of Influence.

Staff has coordinated with the City of Livermore during the ordinance formation process, and the City did submit a comment letter on April 25th of 2017 with several suggestions on how to improve the draft cannabis dispensary ordinance. Some changes were made to the ordinance in response to that letter. Future notice and coordination will occur if and when the subject permittee submits a Conditional Use Permit (CUP) application, at which point the project in its entirety is open for public review and comment, including a public hearing/appeals process. The City is encouraged to participate in that process where concerns listed such as traffic, aesthetics and environmental impacts can be addressed through the CEQA process.

The appeal letter states that the dispensary use is not consistent with the City's General Plan or Municipal code, and claims that due to the proximity to the City, and the Urban Growth Boundary/ Sphere of Influence, that a dispensary conflicts with City land use policy.

The County recognizes that the City boundary is very near the proposed dispensary, but ultimately the site is within the County's jurisdiction and subject to the County's ordinances. If there are specific aspects of the project of concern to the City, the City is encouraged to become involved during the CUP process.

The appeal letter also claims that the dispensary violates the County's own ordinance due to its proximity to Club Moto, a facility for off road motorcycle recreation, where both adults and minors may be present.

The ordinance prohibits a dispensary from being within 1,000 feet of a "recreation center." The CDA Director considered this issue prior to awarding the permit and concluded that the Club Moto business does not fall into this category.

The appeal letter states the County should have completed a complete California Environmental Quality Act (CEQA) review for the Gosselin permit, to assess site specific impacts such as biology, utilities, traffic and public services. The City states that the approval of this permit constitutes a "project" for CEQA purposes and that environmental impacts should have been considered prior to approving the operator permit.

Staff considered this issue and determined that, because the dispensary permit alone does not authorize the permittee to open a dispensary at the proposed site, the County has not approved or committed to the project in a manner that would trigger CEQA review. The RFP selection was the first step to qualify to apply for a CUP, a discretionary land use permit. The required subsequent CUP is a project, and CEQA review will be completed at that time. The City is encouraged to become involved during the CUP process which will include an environmental review.

Finally, the appeal letter expresses concerns with the proximity of the dispensary to the City, and potential for community character impacts, stating that negative associations to the project will be attributed to the City.

The proximity to the City and the specific location at a major freeway interchange were viewed as positive elements of the project, and contributed to its high scoring. If there are specific aspects of the project of concern to the City, they are encouraged to become involved during the CUP process which will include an environmental review.

Staff appreciates the concern of the City that more coordination should take place, and that what happens near the Livermore city limit does impact them, be it positive or negative. Staff believes the County has rightly exercised its jurisdiction in this case and adequately included the City in the early formation of the cannabis dispensary ordinance. The County is committed to having a full and transparent process if the permittee moves forward with applying for a CUP, including public hearings and environmental review.

Recommendation

The panel should review the material provided by the City of Livermore and determine whether the appellant has submitted a valid appeal. If the appeal is considered valid, the panel should determine whether the appellant has stated adequate grounds to reconsider the decision of the CDA Director to approve the permit application.

(3) Appeal by Shartsis Friese LLP/Sunol Ranch LLC – Granting of permit to 3220 Andrade Partners LLC/Garden of Eden, 3220 Andrade Rd, Sunol PLN2017-226

An appeal letter was received signed by an attorney representing Sunol Ranch LLC, objecting to the issuance of the permit, and the operating conditions established therein. The appellant believes the project will pose a safety concern and a disruption to the surrounding neighborhood.

Specifically, the appeal letter states the area around the project is rural and agricultural and is incompatible with a medical cannabis dispensary.

Pursuant to County ordinances, a cannabis dispensary is a conditionally permitted use in the A – Agricultural zone, and this location is within the A zone. The site under consideration is now a vacant driving range and has been out of business for several months. Adapting the building to a new use, and utilizing existing infrastructure (i.e. access roads and parking lot) were considered positive elements of the project, reflected in it receiving the highest score.

The appeal letter also states the site is near numerous residences with young children, and is incompatible with the operation of a medical cannabis dispensary.

There are no distance restrictions in the cannabis dispensary ordinance that would preclude a dispensary from operating at the proposed location. The site is not in a residential zone, and is not incompatible with the existing context.

The appeal includes concerns about traffic and loitering, suggesting the operation will have detrimental impacts on the immediate neighborhood.

The subsequent Conditional Use Permit process can control for these operational aspects that may be a concern. A CEQA review will be part of the process and will likely include a traffic analysis. Loitering is not permitted as part of the basic set of operational standards, and will be further emphasized during the CUP process. The appellant is encouraged to participate in the CUP deliberations that will include a public hearing at both the Sunol Advisory Council as well as the East County Board of Zoning Adjustments.

Finally, the appeal letter states that customers of the dispensary may use cannabis after leaving the dispensary and will drive impaired along nearby roads and freeways, leading to an increase in traffic accidents.

Driving under the influence of cannabis is illegal in California, even though cannabis is now legal for adult use. Operating conditions for new dispensaries includes language that prohibits ingestion on-site, including the parking lot, which will discourage impaired driving. The appellant is encouraged to participate in the CUP deliberations that will include a public hearing at both the Sunol Advisory Council as well as the East County Board of Zoning Adjustments.

Generally, this appeal is not opposed to cannabis dispensaries in East County, but believes other, more suitable locations may exist. There are concerns with this specific location, and the appeal letter concludes by asking that if the permit is issued, that operating conditions be modified to better address the safety and disruption concerns set forth above.

Recommendation

The panel should review the material provided by Sunol Ranch LLC and determine whether the appellant has submitted a valid appeal. If the appeal is considered valid, the panel should determine whether the appellant has stated adequate grounds to reconsider the decision of the CDA Director to approve the permit application.

Attachments:

Appeal letters submitted
Map of Dispensary applications received
Copy of applications subject to appeal
Copy of scoring sheets for applications subject to appeal
Copy of Cannabis Dispensary RFP
Copy of Cannabis Dispensary Ordinance 6.108 (includes standard conditions for dispensaries)

**APPEAL LETTERS
TO THE ADMINISTRATIVE APPEAL PANEL**

1/2/18
Dear Albert,

PLN2017-00224

Thank you for taking your time with me today. Please accept my appeal on the recent cultivation and dispensary permit outcomes.

Firstly I question the lack of date stamps on the applications and I take you at your word that Rodrigo did not allow variances for the submissions because I had several emails that made innuendo to some flexibility being provided. For those that weren't land owners finding a facility was quite a Houdini and in my case I did not secure the Dispensary property until 12 hours before the deadline and in the case of the Cultivation 6 days too late for me to present a competitive location with a viable building already intact. Had I had more time I could have made a better site specific case for the dispensary and the cultivation. So, I assume others did not get more time? I did not appeal the cultivation in the prescribed time but I argue that until I was able to review the scoring and compare my packet there was no basis for an appeal....so asking me to figure that out during the holiday is not reasonable or logical. I was the only applicant to apply for both permits and as such I posit that this deadline is sufficient for me to make my case.

On the one hand I lost the cultivation permit because the only option I had at the time was for a lot that was inferior to the other contenders; I see that. Not only was the lot difficult for security but that it lacked a viable building made the application a bit of a "wish" rather than the better positioned landowners that were plant-ready. On the other hand I lost the dispensary permit because the two men who scored higher had a better site location but the rest of their plans are a "wish" too. In fact I was told by three or more planners and Env. Health that sewer, water, and buildings were iffy and could not be guaranteed. It could be as long as a year for Larry Gosslin to get his facility ready, if at all; Charles Boyden too...while my facility is only 30 days from being business ready. Losing each permit for the inverse of the other looks on the surface to be upside down. Add the fact that Larry's lot is across the street from a children's park is questionable and also being near the freeway will dramatically increase the odds of a strong-arm robberies, nor did I see proof of funds to do what he wants. I also noticed that the negatives were not evaluated by the board which was why I was looking forward to the interview portion of the application, as described in the RFP. Had I been allowed, I would have pointed out the negatives of other sites because I knew that the only person who would have been able to compete with me was a land owner with barren land as I had secured the only viable building on Greenville that met proper zoning. Perhaps the applicant won't highlight his negatives but that is the purpose of the speaking with the competitors; especially those who scored lower than the winner. Imagine my surprise when my family left for vacation while I waited back for the interview but one never came. Rodrigo settled on telling me it was a "stand by" situation. Stand-by for what? Had I known of this change in protocol I'd have preserved 11 days of my holiday and I also may not have risked my 12K. Omitting the interview portion tells me the county didn't want lesser applicants to expound and improve their case nor wanted adverse information to be learned on the applicants they favored.

As I mentioned in my dispensary application, the facility I eventually secured would have ultimately made my cultivation prospect competitive but there was no way to amend the application. Since I was the only one to apply to both I ask for consideration to be re-evaluated. If I had time to make a site specific plan and/or do like the winner, just say I'll hire a company to provide security I may have fared better. I ask the county, since the entire cultivation permit is a pilot program then why are they limiting it to only four permits? It's in everyone's best interest to accommodate all of the qualified

applicants. The county would get more permit money, more tax money, the cannabis monopoly would be weaker and the people would have more options, products, and locations. I request that the remaining six applicants get cultivation permits.

Regarding the dispensary application. I don't disagree that the two men who scored higher are not worthy of their score or the permit but I do argue that some unfairness has made this an impossible competition for someone like me. I recognize through Albert that the county did not know who was going to apply but once it was known that a "friend" of the county was in the running it would have been relevant to me and I would not have submitted the second package and risked the money. According to Larry's packet he's been working with the county for as long as 14 years in capacity at East County Board of Zoning, Agriculture Advisory Board, East Bay Regional Park District, and Cannabis Education for Alameda County. Being part of the Cannabis Education Board... and me not getting to know that seems unethical. Also it's hard for me to believe that the county didn't know he was going to apply because he says in his RFP that he was working with Phil Sawrey-Kubicek...and I was also working with Phil on Larry's exact property! When I asked Phil and others I was told all infrastructure was not guaranteed. I went back and forth between Larry and the planners in an attempt to get his land and all the while Larry claimed in his RFP he had already gotten the same approvals from the same planning department...while at the same time concealing the fact that he himself, Larry, was going to apply. Had any of these folks been forthcoming I would have known that I could have never prevailed in the arena of landowners who are already dispensary owners in other places with up to 3million in contributions for Charles and in the case of Larry a land owner who was a member of the voting membership. I ask the Board to consider refunding my 12K for the dispensary application because of lack of disclosures and fair bidding practices. I don't begrudge Larry the win; I'm happy for him but this is not to say the process was equal, or that either men are actually prepared for business.

In lieu of a refund please consider a temporary permit for me to do business until Larry can show a viable facility and then at that time I would annex the property 1113 Greenville road into the city of Livermore and then the city would get the benefit of a tax boost without having to put it out to public bid...maybe? Livermore does not want a dispensary in their realm but the county moves forward anyhow; therefore the city is going to get a dispensary no matter what but without the tax windfall? That's strange business; yet I'm here, ready to bridge the gap, and ready to give the county or the city a pile of hard earned tax revenue by the end of the month. That way the county gets money until Larry or Charles prevails and then Leslie will have a track record of best practices to soothe the city into adopting me, with the county as my ombudsman. Isn't it possible that everyone can win? Also, I'd like to point out that my plan was to give 100% of my cultivation profits to charity and additional 20% from the dispensary while the winners do not promise gross giving. Preventing me from dedicating my time to raising this money for our citizens does not advance anyone. I ask you to find a compromise.

Finally, I ask you, "how can something legal be rationed?" Today, even alcohol licenses are not rationed. Since the law is now open to recreational users; a.k.a. Everyone. What's to ration? The only thing the rationing does is enrich the current permit holders. Not only does the county pick and choose who may profit but then they go to the extra step of protecting the dispensary owner's territory by giving a 1 or 5 mile exclusion zone as if the permit holders were a franchise? Already there are lawsuits that have been filed regarding permits being tied to the politics of who knows who; determining who gets what and Alameda could avoid it all if there was a will to mitigate the program. Thank you for hearing my concerns. Leslie Flannery



SHARTSIS FRIESE LLP

One Maritime Plaza ♦ Eighteenth Floor
San Francisco, California 94111-3598

Joseph V. Mauch
jmauch@sflaw.com

December 29, 2017

VIA HAND DELIVERY

Planning Department
Alameda County Community Development Agency
224 W. Winton Avenue
Hayward, CA 94544

Re: Approval of Permit No. PLN2017-00226 to allow an East County Medical Cannabis Dispensary Operator

Dear Planning Department:

We represent Sunol Ranch LLC and its managing member, Ernest L. Goble, Jr. Sunol Ranch LLC ("Appellant") is the owner of the real property at 3515 Andrade Road in Sunol ("Appellant's Property"). I write regarding Permit No. PLN2017-00226 (the "Permit"), which was issued to 3220 Andrade Partners LLC ("Permitee") to allow it to operate an East County Medical Cannabis Dispensary at 3220 Andrade Road in Sunol (the "Project Address"), which Project Address is within 1,000 feet of Appellant's Property.

Appellant objects to the operation of a Medical Cannabis Dispensary at 3220 Andrade Road and hereby appeals the issuance of the Permit and establishment of operating conditions for the proposed Medical Cannabis Dispensary. Appellant contends that, contrary to Section 6.108.110 of the Alameda County Ordinance Code, Permitee has not and cannot demonstrate "that the collective has a business plan, including its safety and security plan, that is likely to prevent the collective from posing a safety concern or disruption to the surrounding neighborhood." Operation of a Medical Cannabis Dispensary at the Project Address will pose a safety concern and a disruption to the surrounding neighborhood for the following reasons:

- The area around the Project Address is rural and agricultural, which setting is incompatible with the operation of a Medical Cannabis Dispensary;
- The area around the Project Address contains numerous residences, some of which are home to young children, which setting is incompatible with the operation of a Medical Cannabis Dispensary

- The operation of a Medical Cannabis Dispensary at the Project Address will increase traffic problems in the neighborhood, particularly congestion on Andrade Road;
- The operation of a Medical Cannabis Dispensary at the Project Address will lead to loitering in the neighborhood; and
- Customers of the proposed Medical Cannabis Dispensary, who are likely to use the purchased cannabis after leaving the Dispensary, must access Highway 680 to exit the neighborhood, which will lead to increased traffic accidents due to impaired driving.

Appellant notes that it is not against the operation of a Medical Cannabis Dispensary anywhere in the East County or Sunol. Rather, Appellant contends that there are other areas of Sunol and the East County where the above issues – particularly the existence of residences with children – would be significantly mitigated, which areas would be better suited for a Dispensary. Appellant also notes that the notification process, which provides for notices to be sent only to property owners within 1,000 feet and only after the permit has been issued, is insufficient for a rural area where properties are more dispersed and contrary to the best interests of the residents of Alameda County.

For all the foregoing reasons, among others, Appellant appeals the issuance of the Permit for the operation of a Medical Cannabis Dispensary at the Project Address. While Appellant contends the Permit should not be issued and a Medical Cannabis Dispensary should not be allowed at the Project Address, if the Planning Department determines that the operation of a Dispensary at the Project Address can go forward, then the required operating conditions should be modified to better address the safety and disruption concerns set forth above.

Please contact me if you have any questions or concerns regarding the foregoing. A check in the amount of \$250.00 for the appeal fee is being submitted with this letter.

Sincerely,

/s/ Joseph V. Mauch

Joseph V. Mauch

JVM:jli
Enclosure

cc via email:
Rodrigo Orduna (rodrigo.orduna@acgov.org)

8107868



January 2, 2018

Alameda County Planning Department
224 W. Winton Avenue
Hayward, CA 94544

Subject: Appeal of East County Medical Cannabis Dispensary Operator Permit for Larry Gosselin at 7699 Altamont Pass Road.

Dear Sir/Madam:

With the submittal of this letter, the City of Livermore is appealing the East County Medical Cannabis Dispensary Operator Permit (PLN2017-00227) for Larry Gosselin at 7699 Altamont Pass Road (APN 099B-5500-004-00) pursuant to Section 6.108.130 of the Alameda County Ordinance Code.

The City's appeal are based on the following:

1. The proposed site of the medical cannabis dispensary is located within the City of Livermore Urban Growth Boundary (UGB) and Sphere of Influence (SOI). The dispensary site is also located in the East County Area Plan (ECAP) area. The ECAP sets forth policies pertaining to Interjurisdictional Cooperation to foster cooperative planning and implementation in East County. Specifically, Policy 3 states, "The County shall work with cities and other agencies in planning land use and infrastructure to achieve the goals of the *East County Area Plan* using a **cooperative approach** that recognizes those environmental, social, and economic characteristics of the subregion (*see Figure 2*) that extend beyond jurisdictional boundaries." (Emphasis is in the original.) Furthermore, Policy 4 states, "The County shall actively consult with East County cities during formulation of County land use plans and projects that have potential **subregional impact**, and shall encourage cities to reciprocate." (Emphasis is in the original.)

The manner in which the subject permit was approved is inconsistent with the ECAP policies noted above. The City of Livermore was not consulted prior to approval of the subject permit. City Planning staff contacted County Planning staff via email on November 15, 2017, requesting information on any applications for medical cannabis dispensaries and their proposed locations. County Planning staff responded via email on November 16, 2017, with general information on the applications, including the following statement: "We are not publicizing the names of the applicants or the proposed locations of the facilities during the selection

process." Due to the lack of consultation and sharing of information, the City did not have an opportunity to provide input during the selection process for the Medical Cannabis Dispensary Operator Permits.

Considering the proposed location of the selected dispensary is adjacent to the city of Livermore and within the city's UGB and SOI, the City should have been consulted regarding the selection of this dispensary for the operator permit in accordance with the ECAP policies. Furthermore, the dispensary is a land use that has a potential subregional impact, including but not limited to traffic impacts, aesthetic impacts, and environmental impacts that affect both the city and unincorporated county. The lack of interjurisdictional coordination and cooperative approach during the selection process are inconsistent with East County Area Plan policies. The City submitted comments in a previous letter regarding the inconsistency with the ECAP in permitting stand-alone medical cannabis dispensaries in Agricultural Zones (see attached letter dated April 25, 2017). The City's comments were not addressed at the time and have not been addressed with this medical cannabis dispensary operator permit approval.

2. The proposed location of the selected medical cannabis dispensary is inconsistent with the City of Livermore General Plan and Municipal Code. The General Plan land use designation for the subject site is Highway Commercial. The Highway Commercial land use designation is intended for areas near freeway interchanges to be developed with uses that serve the traveling public. The General Plan states, "Appropriate uses include hotels and motels, restaurants, and gasoline service stations." A medical cannabis dispensary does not serve the traveling public and would not be permitted on Highway-Commercial-designated land.

The Livermore Municipal Code prohibits medical cannabis dispensaries in the city. The city's sphere of influence and urban growth boundary have been determined by the Alameda County Local Agency Formation Commission and are the "probable ultimate physical boundaries and service areas" of the city. Considering the import of the SOI and UGB, the approval of a land use that is not permitted in the City of Livermore at the proposed location conflicts with City land use policies.

3. The selected medical cannabis dispensary conflicts with the location requirements set forth in the Alameda County Ordinance Code. Specifically, Section 6.108.030.E.2 of the Code states, "No dispensary may be closer than one thousand (1000) feet from any school, and licensed child or day care facility, public park or playground, drug recovery facility or recreation center." Club Moto is a recreation facility located within 1,000 feet of the proposed dispensary. It is a popular recreation facility where minors gather. The dispensary is not compatible with this existing recreation use and is inconsistent with the Code section noted

above, which is intended to locate dispensaries away from land uses that attract minors.

4. The City did not receive any documentation of environmental review conducted for the approval of the subject permit. The California Environmental Quality Act (CEQA) requires compliance with CEQA prior to project approval. Project approval is broadly defined to include a commitment to a "definite course of action."

Approving a permit to operate would qualify as a commitment to a definite course of action, because the County has not retained discretion to disapprove the project altogether upon completion of CEQA review. An Initial Study/Mitigated Negative Declaration (IS/MND) was adopted for the recent amendment of the Alameda County Ordinance Code that established regulations for approving medical cannabis dispensaries in the East County. However, that IS/MND is inadequate in reviewing the potential environmental impacts that may result from the approval of the dispensary at its proposed location. The subject site is a vacant, unimproved parcel. The establishment of a dispensary on the site will require, at a minimum, the construction of a new building, parking lot, septic system, and water well; and extension of electric and gas utilities; and possible road improvements. The potential environmental impacts of these physical changes must be reviewed in accordance with the California Environmental Quality Act (CEQA). There are project- and site-specific impacts that should have been reviewed and disclosed to the public prior to the approval of the operator permit. They include, but are not limited to, the following:

- A. **Biological impacts.** The subject site is located in an identified San Joaquin kit fox migration corridor. The San Joaquin kit fox is an endangered species that have been documented to be present in the vicinity. Greenville Road is one of the few grade-separated crossings of Interstate 580 that connect the kit fox population at the northernmost range of the kit fox, north of I-580, with the core population south of I-580. The project has potential impacts on the kit fox migration corridor as the result of the development of the subject site with a new building and outdoor lighting and the generation of additional traffic in the area. Furthermore, the subject site is located near Altamont Creek, which is approximately 300 feet north of the project site.

The subject site is also within the US Fish & Wildlife Service Livermore Vernal Pool Region and adjacent to the Altamont Hills Vernal Pool Recovery Unit and critical habitat for the Vernal Pool Fairy Shrimp. Considering the presence of the creek, seasonal ponds, and other wetlands in the area, the project site should have been evaluated as potential habitat for the Vernal Pool Fairy Shrimp, California red legged frog and the California tiger salamander.

- B. Utilities. Since the project site is outside the City's current boundary and service area, any development on the site would not be connected to the City's sanitary sewer system. The development would require a septic system to treat wastewater. The ECAP Policy 273 states, "The County shall support Zone 7's policy which discourages commercial and industrial development using septic tanks." Although a medical cannabis dispensary is a conditional use in the Agricultural zone in the County zoning ordinance, the use will generate wastewater at a commercial rate. Furthermore, the project site is less than two acres in area. The environmental review of the project should have reviewed whether the site is suitable for a septic system required to serve the proposed dispensary.
- C. Traffic. The project site is located at the Greenville Road-Altamont Road intersection. According to a recent traffic study prepared by TJKM, the existing condition at the Greenville Road-Altamont Pass Road intersection is Level of Service (LOS) F during the AM and PM peak hours. A traffic study should have been prepared for the proposed dispensary to analyze the potential traffic impacts of additional vehicle trips generated by the project, as well as potential measures to mitigate these impacts. The traffic study should also have analyzed vehicle access to the site. The project site is an irregularly shaped parcel with limited frontage on Greenville Road, near the Altamont Road intersection. Providing a safe means of vehicle access to the site is a concern that must be addressed. Furthermore, providing safe vehicle access may require potential road improvements such as the addition of a left turn lane and a deceleration lane that could have additional environmental impacts.
- D. Public services. A review of whether the County is able to provide adequate fire and police service for the medical cannabis dispensary should have been conducted. The review should also have analyzed whether the proposed use would increase demand on the Livermore Police Department and the Livermore-Pleasanton Fire Department.

In summary, the approval of the medical cannabis dispensary permit is a project as defined by CEQA and subject to environmental review in accordance with CEQA. Such environmental review was not conducted prior to the approval of the permit. As noted above, there are a number of potential environmental impacts of the project that are of concern to the City. These potential environmental impacts should have been considered prior to approving the operator permit.

5. Finally, the City has concerns regarding the development of the medical cannabis dispensary at the proposed location, as it will have community character impacts at a major gateway into Livermore. The I-580 corridor is designated as a scenic route in the Livermore General Plan, which includes a number of policies to preserve the

views and character of this corridor. Because the project site is outside the City's jurisdictional boundary, it will not be subject to the General Plan scenic corridor policies and may have aesthetic impacts at a major entry point to the City. The City is also concerned that the County has selected one of the highest profile locations possible, at the eastern gateway to Livermore, as the location for a land use that is not currently permitted in the City. This very high profile location, which is focused on the traveling public, will be associated with the City of Livermore, and its aesthetic, operational, traffic, and public safety impacts will be attributed to and directly impact Livermore. The proposed medical cannabis dispensary will impact the community character of Livermore. It will have impacts on City streets, public services, and neighborhoods.

City staff regrets it did not have the opportunity to comment on the proposed medical cannabis dispensary during the selection process. The City would have strongly preferred to have shared these comments early in the process rather than during the appeal period after the decision had been made. The decision by the County to approve the dispensary operator permit has the potential to significantly impact the City and the subregion. For that reason, the County should have consulted with the City prior to making a decision, as set forth in the East County Area Plan policies.

Respectfully,



Paul Spence
Community Development Department Director

Attachment: City of Livermore letter to Chris Bazar, Alameda County Community Development Agency Director, dated April 25, 2017



April 25, 2017

Chris Bazar, Agency Director
Alameda County Community Development Agency
224 West Winton Avenue, Room 110
Hayward, CA 94544

RE: Proposed Medical Cannabis Dispensary and Cultivation Ordinance

Dear Mr. Bazar:

On April 3, 2017, the City of Livermore (City) submitted a letter to the County regarding the County's proposed Medical Cannabis Dispensary and Cultivation Ordinances. Based on the recommendations of the County's Planning Commission, we would like to renew the City's concerns regarding some aspects of the Medical Cannabis Dispensary and Cultivation Ordinances being reviewed by the Board of Supervisors on April 25, 2017. The City requests that this letter be provided to the Board of Supervisors for their consideration for the April 25th meeting.

The City's concerns are summarized below, along with an overview of any action taken by the Planning Commission and a City recommendation:

1. Stand-alone Medical Cannabis Dispensaries Conditionally Permitted in Agricultural Zones

City concern: The City remains concerned that stand-alone dispensaries are inconsistent with the definition of "agricultural enhancing commercial uses" in the East County Area Plan, noted below.

Agricultural Enhancing Commercial Uses: These uses include stables, fruit stands, feed stores, sampling rooms, bed and breakfasts, and other uses which can demonstrate an economic connection to agricultural use or production.

Since the proposed dispensary ordinance would not require the dispensary to be directly tied to the agricultural use of the land, the City does not find that a stand-alone dispensary would constitute an agriculture-enhancing use.

County Planning Commission Action: None.

City recommendation: The City recommends that a stand-alone medical cannabis dispensary would be more appropriately located in a commercial zone.

2. Sensitive Receptors

City concern: The City requested confirmation or inclusion in the draft ordinance that the County's 1,000 foot sensitive receptor buffer be applied to the City's sensitive receptors as well. The City recommended including churches and places of worship into the 1,000 foot buffer. In addition, the City requested a 1,000 foot buffer be applied to residential zones or their equivalent and that this revised standard apply to the City's residential zones or their equivalent as well.

County Planning Commission Action: The Planning Commission agreed to add "places of worship" to the list of sensitive receptors, but did not include residential zones or their equivalent to the list.

City recommendation: The City recommends a 1,000-foot buffer from permitted medical cannabis dispensaries be applied to the City's residential zones or their equivalent.

3. Potential Concentration of Medical Cannabis Dispensaries

City concern: The City remains concerned about the number of medical cannabis dispensaries that could be located near the City. The City is already exploring the possibility of permitting one or two dispensaries on the east side of town. The City's understanding is that dispensaries permitted in West County are required to be geographically distributed. Broader distribution will ensure that all Alameda County residents have equal access to these facilities and the potential traffic and public safety impacts are not all concentrated in one geographic County area.

County Planning Commission Action: None.

City recommendation: The City recommends that the County require dispensaries permitted in East County to be geographically distributed and allow no more than one dispensary in the East County area surrounding Livermore.

Thank you for this opportunity to comment and I would be happy to further discuss our letter with you.

Proposed Medical Cannabis Dispensary and Cultivation Ordinances
April 25, 2017
Page 3 of 3

If you have any questions, please call me at (925) 960-4474 or email me at prspence@cityoflivermore.net. You may also contact Principal Planner Scott Lee at (925) 960-4473 or sslee@cityoflivermore.net.

Sincerely,

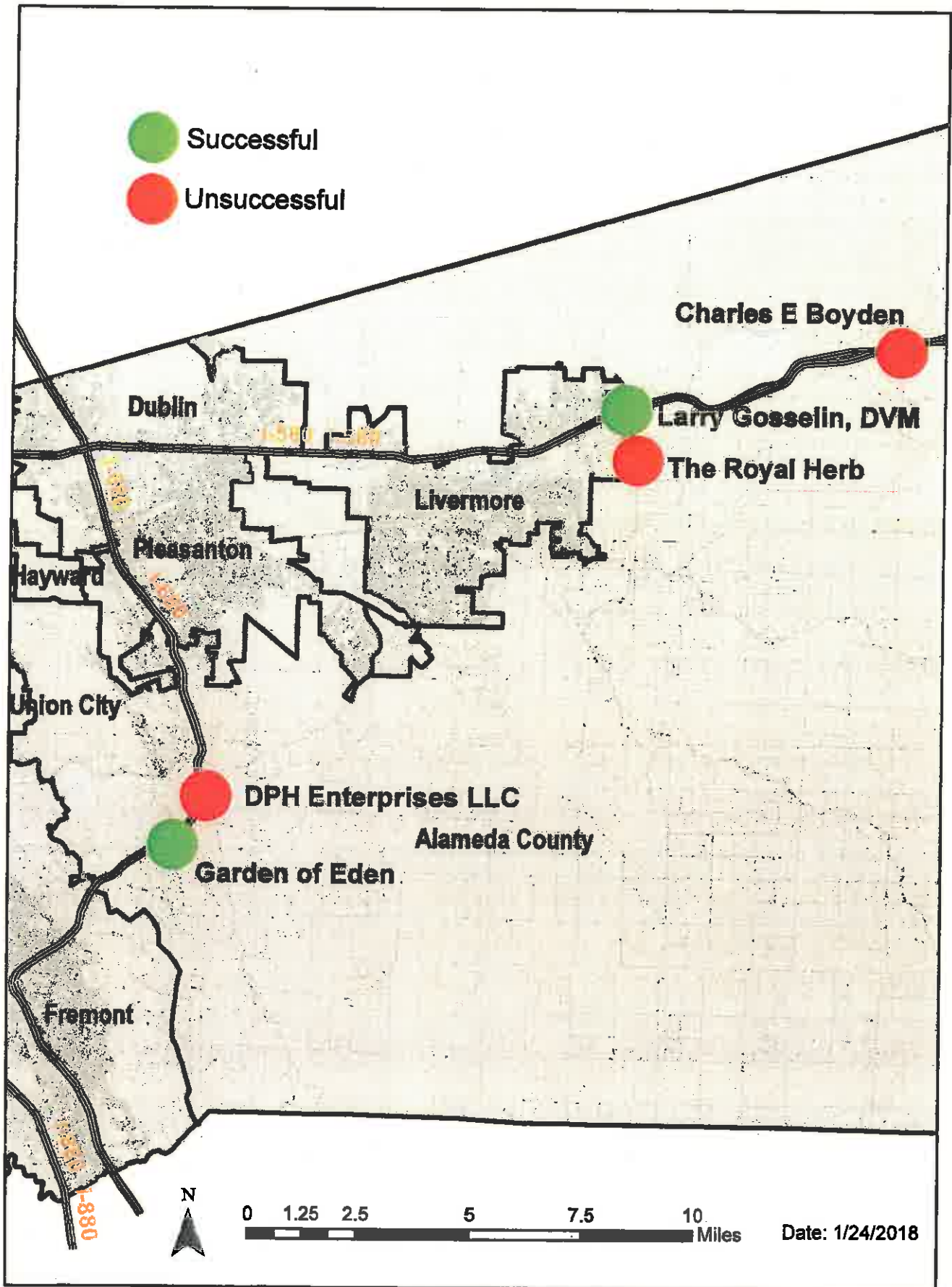


Paul Spence
Community Development Director

cc: Marc Roberts, City Manager
Steve Stewart, Planning Manager
Steve Riley, Principal Planner
Scott Lee, Principal Planner
Ashley McBride, Assistant Planner

**MAP OF DISPENSARY
APPLICATIONS RECEIVED**

Dispensaries Locations



CANNABIS DISPENSARY RFP



ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY
PLANNING DEPARTMENT

COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL

For East County

Medical Cannabis Dispensary Operator Permits ("MCDOP")

For complete information regarding this project, see RFP posted at <https://www.acgov.org/cda/planning/landuseprojects/medical-cannabis.htm> or contact the County representative listed below.

Contact Person: **Liz McElligott, Assistant Planning Director.**

Phone Number: (510) 670-5400

E-mail Address: elizabeth.mcelligott@acgov.org

RESPONSE DUE

by

5:00 p.m.

on

13th November 2017

at

Alameda County, CDA-Planning
224 West Winton Avenue, Suite 111
Hayward, CA 94544



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COUNTY OF ALAMEDA
REQUEST FOR PROPOSAL
for East County
Medical Cannabis Dispensary Operator Permits ("MCDOP")

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ATTACHMENTS

- EXHIBIT A – APPLICATION RESPONSE PACKET
- EXHIBIT B - SITE, APPLICANT AND EMPLOYEE INFORMATION

I. DISPENSARY PERMIT PROCESS OVERVIEW

A. INTENT

Thank you for your interest in applying for an East County Medical Cannabis Dispensary Operator Permit ("Permit") pursuant to Chapter 6.108 of the Alameda County Ordinance Code ("Ordinance Code").

This Request for Proposals ("RFP") outlines the process for solicitation of permit applications ("Applications") and selection of the Applicants who will be granted Permits. The County intends to grant a maximum of two (2) Permits in the East County to the Applicants whose responses conform to the RFP, meet the County's requirements, and are ranked highest in the competitive selection process described below. This Permit is the first of two permits required to operate a commercial medical cannabis dispensary in the Unincorporated Area of Alameda County.

The successful Applicants will be offered a Permit, subject to specified operating conditions and standard conditions. Each Permit shall expire two (2) years after the date of its issuance. If the Applicant(s) certify acceptance of the operating conditions and standard conditions of the Permit, the Applicant(s) will be eligible to apply for a Conditional Use Permit ("CUP") for a cannabis dispensary pursuant to Title 17 of the Alameda County General Ordinance Code ("Zoning Ordinance").

A Medical Cannabis Dispensary Operator Permit (MCDOP) and a Conditional Use Permit (CUP) must be obtained prior to commencement of operation of a medical cannabis dispensary.

B. BACKGROUND

On September 12, 2017, the Alameda County Board of Supervisors approved an ordinance adding Chapter 6.108 to the Ordinance Code and an ordinance introducing amendments to Sections 17.04.010, 17.06.040, 17.38.030, and 17.40.030 of the Zoning Ordinance to authorize and regulate medical cannabis dispensaries in the Unincorporated Area of the County.

Chapter 6.108 of the Ordinance Code allows for the approval of up to two (2) Permits for medical cannabis dispensaries in the East County subject to the processes and relevant considerations for application, review, and selection of Permits detailed in Sections 6.108.030 to 6.108.060 and 6.108.090 to 6.108.120 of Chapter 6.108.

The purpose of the program permitted under these sections is to allow for the dispensing of medical cannabis in appropriate locations to help ensure that medical cannabis will be available to patients in need of it while preserving the character, health and safety of the surrounding area.

Solicitation of Applications
for East County Medical Cannabis Dispensary Operator Permits (MCDOP)

Chapter 6.108 of the Ordinance Code identifies several decision-making and administrative processes which are required to be conducted by the Director of the Community Development Agency ("CDA") or his designee. For the purposes of permitting medical cannabis dispensaries, the CDA Director has designated the Planning Director as his designee.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION
County post Request for Proposals (RFP)	16 th October 2017
Applicant Information Session #1	18 th October 2017 @ 2:00 p.m at: Martinelli Center, Executive Conference Room, 3585 Greenville Road, Livermore, CA 94550
Applicant Information Session #2	19 th October 2017 @ 10:00 a.m at: Alameda County Public Works Building Auditorium, First Floor 399 Elmhurst Street, Hayward, CA 94544
Applicants submit Written Questions to the County by email	by 5:00 p.m. on 23 rd October 2017
Last date for Applicants to submit Exhibit B – Site, Applicant and Employment Information to the County by email for verification and background checks by the Sheriff	by 5:00 p.m on 27 th October 2017
County post RFP Addendum (Response to Questions)	by 27 th October 2017
Applicants submit Application (Exhibit A – Application Response Packet) and pay Application Fee	by 5:00 p.m on 13 th November 2017
Initial Evaluation Period	13 th November to 17 th November 2017
County notify Applicants outcome of Initial Evaluation	by 17 th November 2017
Last date for successful Applicants to pay Final Selection Fee	by 5:00 p.m. on 28 th November 2017
Last date for Applicants notified of incomplete or incorrect applications to amend and refile Application	by the earlier of 10 days from the date Notice of Rejection issued or by 5:00 p.m on 27 th November 2017

Solicitation of Applications
for East County Medical Cannabis Dispensary Operator Permits (MCDOP)

Final Evaluation Period	20 th November to 14 th December 2017
Applicant Interview Period	4 th December to 14 th December 2017
County issue Notice of Intention to Grant to highest ranked Applicants	15 th December 2017
Last date for Applicant to accept or appeal Operating Conditions contained in Notice of Intention to Grant and pay Permit Issuance Fee	by 5:00 p.m. on 28 th December 2017
County issue Permits	When Applicant certifies acceptance of Operating Conditions and Permit Issuance Fee has been paid

Note: The dates in the above Calendar of Events are subject to amendment by the County if required as the process progresses.

III. PRE-APPLICATION PROCESS

A. APPLICANT INFORMATION SESSIONS

Applicants are strongly encouraged, but not required, to attend either one of the two Applicant Information Sessions identified in the Calendar of Events. The Applicant Information Sessions will:

- Provide the County with an opportunity to present more detail about the RFP and Selection Process; and
- Provide an opportunity for Applicants to ask specific questions about the permitting process and requirements and request RFP clarification.

If you require further information regarding information session arrangements or have any difficulty locating the meeting room, please contact Maria Palmeri (details below):

Maria Palmeri
Alameda County Planning Department
224 W. Winton Avenue, Rm 111, Hayward, CA 94544
E-Mail: maria.palmeri@acgov.org
PHONE: (510) 670-5421

B. RFP ADDENDUM (RESPONSE TO QUESTIONS)

Following the Applicant Information Sessions, Applicants have the opportunity to submit in writing to the County any questions of clarification regarding the RFP. Questions are required to be submitted by email to elizabeth.mcelligott@acgov.org by the due date for Written Questions specified in the Calendar of Events.

The County will issue an RFP Addendum which will be posted on the County website following the Applicant Information Sessions. The RFP Addendum will address all relevant questions:

- Raised in the Application Information Sessions; and
- Submitted by email to elizabeth.mcelligott@acgov.org by the due date for Written Questions specified in the Calendar of Events.

C. APPLICANT AND EMPLOYEE INFORMATION

Prior to submitting the Application, Applicants are required to complete Exhibit B - Site, Applicant and Employee Information and submit it by email to elizabeth.mcelligott@acgov.org by the date specified in the Calendar of Events.

The information in Exhibit B is required to enable the Sheriff's Office to verify the information required under Ordinance Code Section 6.108.060.A.1-10 and Section 6.108.100.A.4, including the requirements that:

- The Applicant must be eighteen (18) years of age or older;
- A background check is required for every owner, manager, supervisor and employee specified in the Application; and
- No person convicted of a felony within the past three years may be actively engaged in the dispensary operation (Alameda County Ordinance Code Section 6.108.100.A.4). A conviction means a plea or verdict of guilty or a conviction following a plea of nolo contendere. Individuals with a drug violation which was reclassified from a felony to a misdemeanor by Proposition 47 must have taken the necessary action to have their violation reclassified to prevent it from appearing as a felony on the background check.

In addition to submitting Exhibit B - Site, Applicant and Employee Information to CDA-Planning by email, the specified personnel identified in Exhibit B will be required to attend the County Sheriff's Office to complete a background check. **Applicants should contact the County Sheriff's Office at (510) 667-3620 or by email at acsopermits@acgov.org as soon as possible to schedule an appointment for each person to submit the required information for a background check, to be fingerprinted and to be photographed for identification purposes. A fee of \$57.00 per person must be paid at the time of the appointment to cover the cost of the fingerprinting.**

IV. APPLICATION REVIEW AND EVALUATION PROCESS

A. INITIAL APPLICATION EVALUATION

- 1. Initial Review:** Applicants are required to complete the Application Response Packet provided in Exhibit A. After the County receives an Application, the Initial Application Evaluation will begin, using the criteria outlined in Table A below. During the Initial Application Evaluation, the following County agencies will review and comment on specific portions of the Application (Ordinance Code Section 6.108.090.A):
 - The Sheriff will be responsible for verifying the factual information in the Application, including names, addresses and other information on the Applicant and employees of the proposed dispensary, as required in Ordinance Code Section 6.108.060.A.1-10.
 - The Sheriff will comment on the adequacy of security measures that are described in the application, the security plan, the floor plan, and other relevant aspects of the Application.
 - The Community Development Agency will comment on:
 - The requirement that no permit shall be issued for a dispensary within five miles of another dispensary in the area shown in Exhibit B (East County) or within one mile of a permitted dispensary location in an incorporated city (Ordinance Code Section 6.108.030.D.2);
 - The requirements that:
 - No dispensary may be closer than one thousand (1,000) feet from any other dispensary (Ordinance Code Section 6.108.030.E.1);
 - No dispensary may be closer than one thousand (1,000) feet from any school, any licensed child or day care facility, public park or playground, drug recovery facility or recreation center (Ordinance Code Section 6.108.030.E.2); and
 - No dispensary shall be located in a residential zone or its equivalent (Ordinance Code Section 6.108.030.E.3);
 - The general responsiveness to the solicitation process in Ordinance Code Section 6.108.050;
 - The proposed location's compliance with zoning regulations;
 - The conditions that are needed to mitigate adverse impacts on surrounding uses.

- The Health Care Services Agency will comment on the services to be provided and the mission statement set forth in the Application.
 - The Environmental Health Department will comment upon the application's compliance with the requirements of Section 6.108.190.
2. **Application Completeness:** After the Initial Application Evaluation, the Planning Director will reject any Application that has been deemed to be improperly completed or incomplete, and will notify the Applicant of the rejection. The Applicant may amend and refile the application within 10 days after receiving notification from the Planning Director. If an Amended Application is not received within 10 days of notification or if the Amended Application is still deemed to be improperly completed or incomplete, the Application will receive no further consideration. (Ordinance Code Section 6.108.090.B)
3. **Completion of the Initial Review:** Upon completion of the Initial Application Evaluation, the Planning Director will reject any Application that meets any of the following criteria (Ordinance Code Section 6.108.100.A):
- The proposed dispensary does not comply with requirements of Chapter 6.108 of the Ordinance Code.
 - The Applicant has knowingly made a false statement of material fact or has knowingly omitted a material fact from the Application.
 - The operation of the proposed dispensary at the proposed location is prohibited by any state or local law or regulation.
 - Any person who is listed on the Application pursuant to subsection (A)(10) of Section 6.108.060 has been convicted of a felony within the past three (3) years. A conviction within the meaning of this section means a plea or verdict of guilty or a conviction following a plea of nolo contendere.
 - The Applicant or operator listed in the Application is less than eighteen (18) years of age.
 - The Health Care Services Agency has determined that the application for a dispensary has failed to state a health care purpose that fulfills the purposes of Section 11362.5 et seq. of the California Health and Safety Code.
4. **Determination of Eligible Applications:** Any Application that is not rejected upon completion of the Initial Application Evaluation will be deemed an Eligible Application and will be submitted to the Final Application Evaluation phase of the solicitation process. At the conclusion of the Initial Application Evaluation, the Planning Director will notify each Applicant of the results of the Initial Application Evaluation of their Application. All

Applications that pass the Initial Application Evaluation will be submitted to the County Selection Committee ("CSC") for Final Application Evaluation.

5. **Initial Evaluation Criteria:** The Initial Evaluation Criteria, which will be determined on a Pass/ Fail basis, are as follows.

TABLE A		
INITIAL EVALUATION CRITERIA		
	Evaluation Criteria	Evaluation Measure
A.	<p>Background Check:</p> <p>If any person listed on the Application as an owner, manager, supervisor or employee for the proposed dispensary fails to pass a background check, the Application will be rated a Fail in the Evaluation Criteria and will receive no further consideration.</p>	Pass/ Fail
B.	<p>Completeness of Application:</p> <p>An Applicant must amend and refile an Application within 10 days after receiving notification that the application has been deemed by the Planning Director to be improperly completed or incomplete (Ordinance Code Section 6.108.090.B). If an Amended Application is not received within 10 days of notification or If the Amended Application is still deemed to be improperly completed or incomplete, the Application will be rated a Fail in the Evaluation Criteria and will receive no further consideration.</p>	Pass/Fail
C.	<p>Compliance with Ordinance Code Section 6.108.100.A:</p> <p>Any Application that meets any of the criteria in Section 6.108.100.A. of the Ordinance Code will be rated a Fail in the Evaluation Criteria and will receive no further consideration.</p> <p>Assessment of compliance with the requirements of Chapter 6.108 includes consideration of the following requirements in Section 6.108.030.D.2 and 6.108.035.E.1-3:</p> <ul style="list-style-type: none"> • The proposed dispensary site must be within the East County, as shown on the map contained in Exhibit B of Chapter 6.108 of the Ordinance Code. 	Pass/Fail

	<ul style="list-style-type: none"> ● No permit shall be issued for a dispensary within: <ul style="list-style-type: none"> ○ five (5) miles* of another dispensary in the unincorporated area shown in Exhibit B of Chapter 6.108 (East County); or ○ one (1) mile of a permitted dispensary location in an incorporated city. ● Each dispensary shall comply with the zoning requirements in the Zoning Ordinance, the Alameda County General Plan and any Specific Plan applicable to the location of the dispensary, and shall meet all of the following locational standards: <ul style="list-style-type: none"> ○ No dispensary may be closer than one thousand (1,000) feet from any school, any licensed child or day care facility, public park or playground, drug recovery facility or recreation center. ○ No dispensary shall be located in a residential zone or its equivalent. <p>*Because compliance with the 5-mile spacing requirement cannot be evaluated in advance, confirmation of compliance with this requirement will be deferred until after the Applications are scored in the Final Evaluation Process.</p>	
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B. FINAL APPLICATION EVALUATION

1. Final Selection Process: The Final Application Evaluation phase of the solicitation process will include selection from the eligible Applications and the establishment of Operating Conditions for any permits issued to the selected eligible Applicants. The County’s goal is to grant Permits to the Applicants that represent the best quality applications as determined by the combined weight of the evaluation criteria. The County intends to grant up to two (2) Permit(s):

- If the number of eligible applications is the same as or less than two (2), then all eligible Applications will be submitted for establishment of Operating Conditions.
- If the number of eligible applications exceeds two (2), then a competitive evaluation process will be conducted in which Applicants are scored and ranked with the Planning Director recommending issuance of a Permit to the highest ranked, eligible applicants that meet the spacing requirements of Section 6.108.030.D.2.

- If the proposed locations of the two highest ranked Applications are within 5 miles of one another, the highest ranked Applicant will be submitted for establishment of Operating Conditions and the second highest ranked application will be deemed ineligible due to failure to comply with the spacing requirement (see Table A, Section C). The Director may then recommend issuance of the second permit to the next highest ranked, eligible applicant(s).

Note that Applicants wishing to propose more than one location must submit complete, separate applications for each proposed location. Each Application will be evaluated separately. (Ordinance Code Section 6.108.110)

2. **County Selection Committee ("CSC"):** If the number of Eligible Applications exceeds two (2), the CSC will evaluate and score each eligible application in accordance with the Final Evaluation Criteria set forth below in Table B. The CSC will be composed of County staff comprising representatives of the Planning Department, the Environmental Health Department and the Sheriff's Office. The evaluation of the Applications shall be within the sole judgment and discretion of the CSC.

All contact during the evaluation phase shall be through CDA-Planning staff only. Applicants shall neither contact nor lobby evaluators during the evaluation process. Attempts by any Applicant to contact and/or influence members of the CSC may result in disqualification of the Applicant.

3. **Assessment of Final Evaluation Criteria:** Each of the Final Evaluation Criteria below will be used in ranking and determining the quality of Applications. Applications will be evaluated according to each Final Evaluation Criteria, and scored on the zero to five-point scale outlined below. The scores for all Final Evaluation Criteria will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. An Application with a high weighted total will be deemed of higher quality than an Application with a lesser-weighted total. The final maximum score for any project is 550 points, including the local agricultural community commitment points (maximum 10% of final score).

The Final Evaluation Process may include a two-stage approach comprising an evaluation of the written application and preliminary scoring (Stage 1) to develop a short list of Applicants that will continue to the final stage of oral interviews and site visits (Stage 2). The preliminary scoring will be based on the total points, excluding points allocated to the oral interview and site visit.

If the two-stage approach is used, up to eight Applicants receiving the highest preliminary scores and with at least 200 points will be invited to an oral interview and asked to host a site visit. All other Applicants will be deemed eliminated from the process at this point.

**Solicitation of Applications
for East County Medical Cannabis Dispensary Operator Permits (MCDOP)**

All Applicants will be notified of the short list; however, the preliminary scores at that time will not be communicated.

The zero to five-point scale range is defined as follows:

0	Not Acceptable	Non-responsive, fails to meet RFP specification. The application has no probability of success. If a mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by CSC members.
4	Above Average / Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent / Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

4. **Final Evaluation Criteria:** The Final Evaluation Criteria and their respective weights are as follows:

TABLE B		
FINAL EVALUATION CRITERIA – STAGE 1		
	Evaluation Criteria	Weight
A.	<p>Security Plan (Ordinance Code Section 6.108.060.A.11): An adequate Security Plan must contain a detailed description of the proposed security arrangements for ensuring the safety of persons from theft and robbery and protection of the premises from theft and burglary.</p> <p>The Security Plan must:</p> <ul style="list-style-type: none"> • be submitted for review by the Sheriff; • include a lighting plan showing existing and proposed exterior premises and interior lighting levels; • include alarms and security surveillance cameras; • demonstrate that security video shall be maintained for 30 business days and shall be made available to the Sheriff upon request. The video system for security cameras must be located in a locked, tamper-proof compartment. A professionally monitored robbery alarm system shall be installed and maintained in good working condition; and • include the provision of a suitable locked safe on the premises for after-hours storage of medical cannabis. <p>In evaluating this criterion, the CSC will have regard to the comments of the Sheriff (Section 6.108.090.A.2).</p>	20 Points
B.	<p>Appropriateness of Site and Design of Proposed Facility (Ordinance Code Section 6.108.060.A.12&13 and 17.06.040, 17.38.030 and 17.40.030, as applicable):</p> <p>The proposed dispensary site:</p> <ul style="list-style-type: none"> • conforms with all applicable zoning requirements, • is consistent with the setbacks required in Sections 	20 Points

	<p>6.108.030.D.2 and 6.108.030.E of the County General Code,</p> <ul style="list-style-type: none"> ● provides adequate car parking; ● provides adequate customer access from a county road, and through proximity to population centers, ● is consistent with the Floor Area Ratio restrictions in Measure D, included in the land use description section of the East County Area Plan (ECAP), and ● minimizes visual impacts with appropriate measures, including fencing and screening. <p>In evaluating this criterion, the CSC will have regard to the comments of the Community Development Agency in relation to the proposed location's compliance with zoning regulations (Section 6.108.090.A.3).</p>	
<p>C.</p>	<p>Operating Plan (General Code Section 6.108.060.A.21):</p> <p>The Operating Plan must specifically describe how the dispensary will operate consistent with state and local law, including but not limited to:</p> <ul style="list-style-type: none"> ● the minimum staffing levels for operation of the dispensary; ● policies and procedures for record keeping; ● specific details of the dispensary's track and trace program; ● specific details of the dispensary's product testing; ● specific details of the dispensary's proposed odor absorbing ventilation and exhaust systems; ● other relevant information regarding the operation of the proposed dispensary; and ● a copy of the dispensary's labor peace agreement when the dispensary is required by California Business & Professions Code Section 26051.5 to enter into or abide by a labor peace agreement. <p>If the operation of the dispensary is proposed to include the sale of edibles, the Operating Plan must include a description of how the dispensary will achieve compliance</p>	<p style="text-align: right;">20 Points</p>

Solicitation of Applications
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	<p>with the requirements for the packaging and labelling of edibles in Ordinance Code Section 6.108.190.B. In evaluating compliance with Ordinance Code Section 6.108.190, the CSC will have regard to the comments of the Department of Environmental Health (Section 6.108.090.A.2).</p>	
<p>D.</p>	<p>Mitigation of Potential Impacts (Ordinance Code Section 6.108.060.A.16):</p> <p>The Application must include a description of the methods by which the applicant will mitigate any potentially adverse impacts, such as loitering, traffic, light, odors or noise, on surrounding property owners.</p> <p>The dispensary shall be designed to provide sufficient odor absorbing ventilation and exhaust systems so that any odor generated inside the dispensary is not detected outside the building in which it operates, on adjacent public rights-of-way or within other units located within the same building as the dispensary if it occupies only a portion of the building.</p> <p>In evaluating this criterion, the CSC will have regard to the comments of the Community Development Agency in relation to the conditions that are needed to mitigate adverse impacts on surrounding uses (Ordinance Code Section 6.106.090.A.3).</p>	<p style="text-align: right;">10 Points</p>
<p>E.</p>	<p>Environmental Considerations</p> <p>The Application must describe any proposed "green" business practices relating to energy and climate, water conservation, and materials and waste management.</p> <p>Examples of "green" practices could include energy efficiency and renewable energy, the use of green building measures, and conservation and recycling/re-use programs, among others.</p>	<p style="text-align: right;">5 Points</p>
<p>F.</p>	<p>Community Benefit:</p> <p>Applicants must provide a description of a proposed Community Benefits Program.</p> <p>Examples of benefits could include, but are not limited to, supporting or funding community programs, employment</p>	<p style="text-align: right;">5 Points</p>

	and job training programs, local substance abuse, cannabis youth education, or domestic violence programs, or other activities that benefit the residents of the County.	
FINAL EVALUATION CRITERIA – STAGE 2 (OPTIONAL)		
G.	Oral Interview: The oral interview on the Application shall not exceed 60 minutes. The oral interview may include responding to standard and specific questions from the CSC regarding the Application.	10 Points
H.	Site Visit: The CSC may arrange an inspection of the site to enable the CSC to review the Application having regard to relevant site features and constraints.	10 Points
LOCAL AGRICULTURAL COMMUNITY COMMITMENT		
I.	Local Commitment: Points equaling up to ten percent of the Applicant’s total score for the above Final Evaluation Criteria (Stage 1 + Stage 2) will be added based on the extent to which the Applicant(s) demonstrate an historic and/or a long-term commitment to improving the local agricultural community.	Ten Percent (10%)

Note: The assessment based on the Final Selection Criteria will be the Applicant’s final score for the purposes of grant evaluation.

5. **CSC Recommendations:** Applications will be evaluated by the CSC and ranked in accordance with the Final Evaluation Criteria. The CSC will recommend the grant of a Permit to the Applicant(s) who, in its opinion, has submitted the Application that attains the highest overall point score. On receiving the CSC’s recommendations, the Planning Director shall recommend issuance of a Permit(s) to the highest ranked, eligible applicants, that meet the spacing requirements of Section 6.108.030.D.2 (as discussed more fully in Sections IV.A.5 and IV.B.1 above), subject to Operating Conditions.
6. **Operating Conditions:** Prior to issuing Notice of Intention to Grant a Permit(s), the Planning Director shall establish Operating Conditions for each Permit (General Code Section 6.108.110.C), in addition to the Standard Conditions contained in Section 6.108.120. The Operating Conditions for each Permit shall:

- a. **Be limited to the conditions necessary to carry out the purpose of Chapter 6.108 and to mitigate specific and foreseeable adverse impacts on properties in the vicinity (General Code Section 6.108.110.C);**
- b. **Include the requirement for the Applicant to obtain (General Code Section 6.108.110.E):**
 - (1) **Any required state permits or licenses for the operation of a dispensary, if and when applicable; and**
 - (2) **All land use entitlements required to operate a dispensary, if and when applicable.**

C. NOTICE OF INTENTION TO GRANT

1. **At the conclusion of the final selection process, all Applicants will be notified in writing by personal delivery or certified US Mail, postage prepaid, return receipt requested, of the Permit grant recommendations, if any, by CDA-Planning.**
2. **Successful Applicants will receive a Notice of Intention to Grant, providing the following information:**
 - a. **Confirmation that the Applicant's Application was successful and is being recommended for grant of a Permit pursuant to this RFP;**
 - b. **The Operating Conditions that would attach to the Permit; and**
 - c. **The name of all Applicant(s) who are being recommended for grant of a Permit pursuant to this RFP.**
3. **Unsuccessful Applicants will receive notice in writing providing the following information:**
 - a. **Notification that the Applicant's Application was unsuccessful; and**
 - b. **The name of all Applicant(s) who are being recommended for grant of a Permit pursuant to this RFP.**
4. **An Applicant who has received a Notice of Intention to Grant shall, within ten (10) days after receiving that notice, either (General Code Section 6.108.110.D):**
 - a. **Certify acceptance of the Operating Conditions, including the standard conditions, of the Permit; or**
 - b. **Refuse to certify acceptance of the Operating Conditions.**

D. GRANT OF PERMIT(S)

1. If the Applicant certifies acceptance of the Operating Conditions within ten (10) days, the Permit shall be issued immediately by CDA-Planning. If the Applicant refuses or fails to certify acceptance of the Operating Conditions within ten (10) days, the Application shall be denied.
2. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Applicants to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
3. Any Applications that contain false or misleading information may be disqualified by the County.
4. The County reserves the right to grant the Permit(s) to a single or multiple Applicant(s).
5. The RFP specifications, terms, conditions and Exhibits, RFP Addenda and Applicant's Application, may be incorporated into and made a part of any Permit that may be granted as a result of this RFP.
6. The procedures regarding appeals from administrative determination are provided in Ordinance Code Sections 6.108.130 - 6.108.150. As outlined in the Ordinance, an Applicant may appeal a decision made by the Planning Director that an Application is incomplete, that an Application does not comply with the requirements of Ordinance Code Section 6.108.100, in relation to the establishment or modification of Operating Conditions or the refusal to grant a Permit. The appeal must be filed within 10 days following the issuance of the decision. The appeal will be considered at a public hearing by an Administrative Panel. The Applicant may file an appeal to the Board of Supervisors of the decision of the Administrative Panel within 10 days following the issuance of the decision. The Board of Supervisors will consider the appeal at a public hearing at which the Board may grant or deny the appeal or impose, delete or modify operating conditions of the permit.

E. FEES

1. Each Applicant progressing through the stages of the evaluation process pursuant to this RFP will be required to pay the following fees, on the dates specified in the Calendar of Events:
 - a. Application Fee: \$8,000;
 - b. Final Selection Fee: \$4,000;
 - c. Permit Issuance Fee: \$2,000.
2. Applicants should also be aware that if they successfully obtain a Permit pursuant to this RFP, they may also incur further fees pursuant to the following processes:
 - a. Any appeal pursuant to Alameda County General Code Section 6.108.130, pursuant to which the appellant may be liable to bear the County's reasonable costs associated with an appeal;
 - b. Obtaining a CUP for a dispensary;
 - c. Quarterly monitoring and compliance; and
 - d. A potential future taxation measure, which may be implemented by the County.

V. INSTRUCTIONS TO APPLICANTS

A. COUNTY CONTACTS

CDA-Planning is managing the competitive process for this RFP on behalf of the County. All contact during the competitive process is to be through the CDA Planning Department only, through the contact persons listed below.

The evaluation phase of the competitive process shall begin upon receipt of Applications until a Permit(s) has been granted. Applicants shall not contact or lobby evaluators during the evaluation process. Attempts by an Applicant to contact evaluators may result in disqualification of the Applicant.

The following website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda:

<https://www.acgov.org/cda/planning/landuseprojects/medical-cannabis.htm>

General Questions Regarding the RFP: Potential Applicants may submit questions regarding ordinance requirements or the contents of this RFP to Planning Department staff by 5:00 p.m. on the due date specified in the Calendar of Events. Responses to all general questions received regarding the RFP or ordinance requirements will be included in the Addendum described above.

Please submit general questions to:

Liz McElligott, Assistant Planning Director
Alameda County Planning Department
224 W. Winton Avenue, Rm 111, Hayward, CA 94544
E-Mail: elizabeth.mcelligott@acgov.org
PHONE: (510) 670-5400

Questions Regarding the Zoning of Specific Properties: If you have a question about the zoning designation of a specific property, please contact the County Permit Center either in person at 399 Elmhurst Street, Hayward; or by phone at: (510) 670-5400.

Questions Regarding Whether a Specific Property Meets Other Ordinance Requirements: If you have a question about whether a specific property meets other ordinance requirements, please direct those questions to:

Rodrigo Orduña, Assistant Planning Director
Alameda County Planning Department
224 W. Winton Avenue, Rm 111, Hayward, CA 94544
E-Mail: rodrigo.orduna@acgov.org
PHONE: (510) 670-5400

B. SUBMITTAL OF APPLICATIONS

1. All applications must be hand delivered and must be received at the CDA Planning Department of Alameda County by 5:00 p.m. on the due date specified in the Calendar of Events.

NOTE: LATE APPLICATIONS CANNOT BE ACCEPTED. PLEASE ALLOW TIME FOR METERED PARKING OR PARKING IN PUBLIC PARKING LOTS.

Applications will be received only at the address shown below, and by the time indicated in the Calendar of Events. Any Application received after said time and/or date or at a place other than the stated address cannot be considered and will be returned to the Applicant.

All Applications must be hand delivered and must be received and time stamped by the Planning Department at the stated address prior to the time designated. The timestamp applied by a Planning Department staff member shall be considered the official submission time for the purpose of establishing the actual receipt of Applications.

2. Applications are to be addressed as follows:

Medical Cannabis Dispensary Operation Permits
East County MCCOP RFP 2017
Alameda County, Planning Department
224 W. Winton Avenue, Rm 111
Hayward, CA 94544

The Applicant's name, return address, and the RFP title ("East County MCDOP RFP 2017") must also appear on the package.

3. Applicants are to submit one original hardcopy Application (Exhibit A – Application Response Packet, including additional required documentation), with original ink signatures, plus 6 copies of the Application. The original Application is to be clearly marked "ORIGINAL" with copies to be marked "COPY". All Applications should be printed on plain white paper, and must be in a 3-ring binder (NOT bound). It is preferred that all Applications submitted shall be printed double-sided and on minimum 30% post-consumer recycled content paper. Inability to comply with the 30% post-consumer recycled content recommendation will have no impact on the evaluation and scoring of the Application.

Applicants **must** also submit an electronic copy of their proposal. The electronic copy must be in a single file (PDF with OCR preferred), and shall be an **exact** scanned image of the original hard copy Exhibit A – Application Response Packet, including additional required documentation. The file must be on disk or USB flash drive and enclosed with the sealed original hardcopy of the bid.

4. All costs required for the preparation and submission of an Application shall be borne by the Applicant.
5. All other information regarding the Application responses will be held as confidential until such time as the County Selection Committee has completed its evaluation and Permit(s) have been granted by the County.
6. Each Application received, with the name of the Applicant, shall be entered on a record, and each record with the successful Application indicated thereon shall, after the grant of the Permit, be open to public inspection.

C. RESPONSE FORMAT

- 1. Application responses are to be straightforward, clear, concise and specific to the information requested.**
- 2. In order for Application to be considered complete, the Applicant must provide responses to all information requested. See Exhibit A – Application Response Packet.**
- 3. Application responses, in whole or in part, are NOT to be marked confidential or proprietary. The County may refuse to consider any Application response or part thereof so marked. Application responses submitted in response to this RFP may be subject to public disclosure. The County shall not be liable in any way for disclosure of any such records.**

**THIS IS THE FINAL PAGE OF THE EAST COUNTY MCDOP RFP 2017
(NOT INCLUDING EXHIBITS A AND B, WHICH ARE IN SEPARATE DOCUMENTS)
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**CANNABIS DISPENSARY
ORDINANCE 6.108**

ORDINANCE NO. 2017-_____

AN ORDINANCE AMENDING CHAPTER 6.108 OF THE ALAMEDA COUNTY GENERAL ORDINANCE CODE TO REGULATE MEDICAL CANNABIS DISPENSARIES, TO PERMIT AND REGULATE THE DELIVERY OF MEDICAL CANNABIS IN THE UNINCORPORATED AREA OF THE COUNTY OF ALAMEDA, AND TO REGULATE THE SALE, DISPENSING AND DELIVERY OF EDIBLES

SECTION 1

The Board of Supervisors makes the following findings of fact in support of this ordinance:

1. In 1996, the voters of the State of California approved Proposition 215 (codified as California Health and Safety Code section 11362.5 and titled the "Compassionate Use Act of 1996"); and
2. The intent of Proposition 215 was to enable persons who are in need of cannabis for medical purposes to be able to obtain and use it without fear of criminal prosecution under limited, specified circumstances; and
3. In 2004, Senate Bill 420 was enacted (codified as California Health and Safety Code section 11362.7 *et seq.* and titled the "Medical Marijuana Program Act") to clarify the scope of the Compassionate Use Act of 1996. The Medical Marijuana Program Act allows counties to adopt and enforce rules and regulations consistent with its provisions; and
4. In 2011, Assembly Bill 2650 was enacted (codified as California Health and Safety Code section 11362.768). This law affirms that counties can adopt ordinances that restrict the location and establishment of medical cannabis collectives and cooperatives; and
5. In 2015, Assembly Bill 243, Assembly Bill 266 and Senate Bill 643 were enacted (codified in part as California Business and Professions Code section 19300 *et seq.* and titled the "Medical Marijuana Regulation and Safety Act"). These bills also amended provisions of the Medical Marijuana Program Act related to the cultivation of medical cannabis; and
6. In 2016, Senate Bill 837 was enacted to change all references to medical marijuana or marijuana to medical cannabis or cannabis, including changing the name of the Medical Marijuana Regulation and Safety Act to the Medical Cannabis Regulation and Safety Act; and
7. The Medical Cannabis Regulation and Safety Act established a comprehensive framework to license and regulate commercial medical cannabis cultivation, manufacturing, distribution, transportation, sales, and testing; and
8. On November 8, 2016, the voters of the State of California approved Proposition 64 (codified, in part, as California Business and Professions Code sections 26000 *et seq.* and titled the "Control, Regulate and Tax Adult Use of Marijuana Act"), which decriminalized the adult use of cannabis for non-medical purposes and established a regulatory scheme at the state level; and

9. On June 27, 2017, Senate Bill 94 (codified, in part, as California Business and Professions Code sections 26000 *et seq.* and titled the "Medicinal and Adult-Use Cannabis Regulation and Safety Act", or, "MAUCRSA") repealed and replaced MCRSA. MAUCRSA consolidates the medical and non-medical cannabis statutes (MCRSA and Proposition 64).
10. Pursuant to California Business and Professions Code section 26200, nothing in the Medicinal Cannabis Regulation and Safety Act shall be interpreted to supersede or limit existing local authority for law enforcement activity, enforcement of local zoning requirements or local ordinances, or enforcement of local permit or licensing requirements; and
11. This Ordinance is enacted, consistent with the Compassionate Use Act of 1996, the Medical Marijuana Program Act, and the Medicinal and Adult-Use Cannabis Regulation and Safety Act to protect the public health, safety, and welfare of residents of the County of Alameda in relation to the distribution and delivery of medical cannabis; and
12. In *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal.4th 729, the California Supreme Court concluded that nothing in the Compassionate Use Act nor the Medical Marijuana Program Act precludes a local jurisdiction from regulating or prohibiting facilities that distribute medical cannabis; and
13. Although not authorized by the County, it is believed that the delivery of medical cannabis has been occurring in the unincorporated area of the County; and
14. Permitting the delivery of medical cannabis provides an important service to those who are seriously ill, elderly, and persons with disabilities who are otherwise unable to easily access "brick and mortar" dispensaries; and
15. Absent appropriate regulation, the delivery of medical cannabis in the unincorporated area of the County poses a potential threat to the public peace, health, and safety; and
16. Medical cannabis dispensaries have been dispensing food products containing cannabis, commonly referred to as "edibles", that may constitute a unique health hazard to the public because, unlike other ingestible items, edibles are not presently regulated, inspected, or analyzed for concentration by state or federal government; and
17. The County intends to proceed with further study and public meetings to consider additional ordinances that most effectively regulate and license all facets of medical cannabis activities, including cultivation and manufacturing; and
18. The County has a compelling interest in protecting the public health, safety, and welfare of its residents, visitors and businesses, in preserving the peace and quiet of the neighborhoods within the unincorporated areas of the County by regulating the distribution and delivery of medical cannabis and the packaging, labeling and sale of edibles; and
19. In adopting the East County Area Plan (ECAP) in 1994 and Measure D in 2000, the Board of Supervisors and the voters established an urban growth boundary and associated goals and policies to protect agricultural and open space uses while allowing some limited development, including "agriculture enhancing commercial uses" that can demonstrate an economic connection to agricultural use and production and "visitor-serving commercial uses" that promote agriculture and are subordinate and directly related to the area's

agricultural production; and

20. The Board of Supervisors has determined that, with appropriate conditions, cultivation of medical cannabis may be an appropriate conditionally permitted use in the agricultural districts and outside of the urban growth boundary established by Measure D; and
21. The Board of Supervisors has determined that, with appropriate conditions, a dispensary may be an appropriate conditionally permitted use in the agricultural district and outside of the urban growth boundary established by Measure D as an "agriculture enhancing commercial use" and a "visitor-serving commercial use" that is economically related to and supports the area's cannabis cultivation; and
22. This Ordinance regulates the dispensing and delivery of medical cannabis and medical cannabis products in the unincorporated areas of the County and does not address the dispensing or delivery of cannabis for non-medical use under Proposition 64, MAUCRSA or otherwise; and
23. Nothing in this Ordinance shall be deemed to conflict with federal law as contained in the Controlled Substances Act, 21 U.S.C. § 801 *et seq.* or to license any activity that is prohibited under said Act except as mandated by State law; and
24. Nothing in this Ordinance shall be construed to: (1) allow persons to engage in conduct that endangers others or causes a public nuisance; (2) allow the use of cannabis for non-medical purposes; (3) exempt dispensaries or delivery operations from compliance with zoning and land use regulations, or, (4) allow any activity relating to the cultivation, distribution, or consumption of cannabis that is illegal under state or federal law.

SECTION 2

NOW, THEREFORE, BE IT ORDAINED by the Board of Supervisors of the County of Alameda, as follows:

Chapter 6.108 of the Alameda County General Ordinance Code is hereby amended to read as follows:

Chapter 6.108 – Medical Cannabis Dispensaries, Delivery Operations and Edibles

6.108.010 - Purpose and intent.

The purpose and intent of this chapter is to implement state law by providing a means for regulating the operation of medical cannabis dispensaries, the delivery of medical cannabis, and the packaging, labeling and sale of medical cannabis edibles in a manner that is consistent with state law and which promotes the health, safety and general welfare of the residents and businesses within the unincorporated portions of the county.

6.108.020 - Definitions.

The following words and phrases shall have the following meanings when used in this chapter:

- A. "Applicant" means a person who shall seek a permit under this chapter by filing an application as provided for in this chapter.

- B. "Application" means that form provided by the director in accordance with this chapter for the purpose of seeking a permit.
- C. "Bureau" means the Bureau of Cannabis Control within the California Department of Consumer Affairs.
- D. "Brick and mortar" dispensary means a cannabis dispensary with a permanent physical location for which a license or permit to dispense medical cannabis from a store-front retail premise for direct physical access to qualified patients and primary caregivers has been issued by the local jurisdiction in which the dispensary is located and by the state, once state licenses become available.
- E. "Cannabis" shall have the same definition as in Business and Professions Code section 26001(f), which defines "cannabis" as all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For purposes of this chapter, "cannabis" does not mean "industrial hemp" as defined by Section 11018.5 of the California Health and Safety Code.
- F. "Cannabis concentrate" or "Concentrate" shall have the same definition as in Business and Professions Code section 26001(h), which defines "cannabis concentrate" to mean cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product's potency. Resin from granular trichomes from a cannabis plant is a concentrate for purposes of this chapter. A cannabis concentrate is not considered food, as defined by Section 109935 of the California Health and Safety Code, or a drug, as defined by Section 109925 of the California Health and Safety Code.
- G. "Cannabis cultivation," "Cultivate" or "Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of medical cannabis. Cannabis cultivation includes the operations of a cannabis nursery. Cannabis cultivation does not mean the temporary maintenance and selling of clones from a permitted dispensary, where such activities are incidental and subordinate to the primary dispensary operation.
- H. "Cannabis Delivery" or "Delivery" means the commercial transfer of medical cannabis or medical cannabis products from a dispensary, up to an amount determined by the Bureau, or, until the Bureau establishes an allowed amount, the amount allowed by California Health and Safety Code Section 11362.77, to a primary caregiver, qualified patient or person with an identification card as defined in Section 11362.7 of the California Health and Safety Code, or a testing laboratory. "Delivery" also includes the use by a dispensary of any technology platform owned and controlled by the dispensary, or independently licensed by the Bureau, that enables qualified patients, persons with an identification card or primary caregivers to arrange for or facilitate the commercial transfer by a licensed dispensary of medical cannabis or medical cannabis products.

- I. "Cannabis Delivery Operator" means a person holding a permit under this chapter to engage in the delivery of medical cannabis or medical cannabis products.
- J. "Cannabis Dispensary" or "Dispensary" means a premises where medical cannabis, medical cannabis products, or devices for the use of medical cannabis or medical cannabis products are offered, either individually or in any combination, for retail sale, including an establishment that delivers, medical cannabis and medical cannabis products as part of a retail sale under the authority of the California Compassionate Use Act, the Medical Marijuana Program Act, or the medical provisions of the California Medicinal and Adult-Use Cannabis Regulation and Safety Act and as regulated by this chapter; provided, however, that the following facilities are exempt from the requirement of a permit:
 - 1. A clinic that is licensed under Chapter 1 of Division 2 of the California Health and Safety Code.
 - 2. A health care facility that is licensed under Chapter 2 of Division 2 of the California Health and Safety Code.
 - 3. A residential care facility for persons with chronic life-threatening illness that is licensed under Chapter 3.01 of Division 2 of the California Health and Safety Code.
 - 4. A residential care facility for the elderly that is licensed under Chapter 3.2 of Division 2 of the California Health and Safety Code.
 - 5. A residential hospice or a home health agency that is licensed under Chapter 8 of Division 2 of the California Health and Safety Code. "Cannabis Operator" means the natural person or designated officer responsible for the operation of any permitted cannabis operation.
- K. "Clone" means the cutting of a cannabis plant that has been re-planted and is non-flowering.
- L. "Community Development Agency" means the community development agency of the County of Alameda.
- M. "County" means the County of Alameda.
- N. "Director" means the director of the Community Development Agency or his designee.
- O. "Dispensing" means any activity involving the retail sale of medical cannabis or medical cannabis products from a dispensary.
- P. "Distribution" means the procurement, sale, and transport of medical cannabis and medical cannabis products between entities licensed pursuant to the medical provisions of Division 10 of the California Business and Professions Code.
- Q. "Edible cannabis product", "Edible" or "Edibles" shall have the same definition as in Business and Professions Code section 26001(t), which defines "edible cannabis product" as a cannabis product that is intended to be used, in whole or in part, for human consumption, including, but not limited to chewing gum, but excluding products set forth in Division 15 (commencing with Section 32501) of the California Food and Agricultural Code. An edible cannabis product is not considered food, as defined by Section 109935 of the California Health and Safety Code or a drug as defined by Section 109925 of the California Health and Safety Code.

- R. "Eligible application" means an application that complies with the requirements of the initial review and is submitted for final selection, as provided for in Section 6.108.110.
- S. "Identification card" has the same definition as in Section 11362.7 of the California Health and Safety Code, as it may be amended.
- T. "Labeling" means any label or other written, printed, or graphic matter upon a medical cannabis product, or upon its container or wrapper, or that accompanies any medical cannabis product.
- U. "Manufactured cannabis" means raw cannabis that has undergone a process whereby the raw agricultural product has been transformed into a concentrate, an edible product, or a topical product.
- V. "Medical cannabis," "medical cannabis product," or "cannabis product" means a product containing cannabis, including, but not limited to, concentrates and extractions, intended to be sold for use by medical cannabis patients in California pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the Health and Safety Code. For the purposes of this chapter, "medical cannabis" does not include "industrial hemp" as defined by Section 11018.5 of the Health and Safety Code.
- W. "Nursery" means a cannabis operation that produces only clones, immature plants, seeds, and other agricultural products used specifically for the planting, propagation, and cultivation of medical cannabis.
- X. "Permit" means a permit issued by the county to a medical cannabis dispensary or delivery operator under this chapter.
- Y. "Permittee" means a person who holds an effective and current permit under this chapter.
- Z. "Person" means any human being or an incorporated or unincorporated business entity or association established under the laws of the state.
- AA. "Person with an identification card" means an individual who is a qualified patient who has applied for and received a valid identification card pursuant to Article 2.5 of the California Health and Safety Code
- BB. "Premises" means the building in which a medical cannabis dispensary is operated and, in addition, any accessory structures and appurtenant areas.
- CC. "Primary caregiver" means the individual, designated by a qualified patient or a person with an identification card, who has consistently assumed responsibility for the housing, health, or safety of that patient or person, and may include those persons identified in subdivision (e) of Section 11362.5 of the California Health and Safety Code, as it may be amended.
- DD. "Qualified patient" means a person who is entitled to the protections of Section 11362.5 of the California Health and Safety Code, but who does not have an identification card issued pursuant to Article 2.5 of the California Health and Safety Code.
- EE. "School" means an institution of learning for minors, whether public or private, that offers a regular course of instruction.

FF. "Sheriff" means the sheriff of the County of Alameda and his or her authorized representatives.

GG. "State" means the state of California.

6.108.030 – Cannabis dispensary permit required.

- A. It shall be unlawful for any person to conduct, engage in or allow to be conducted or engaged in, the operation of a medical cannabis dispensary in the unincorporated portion of Alameda County, unless such medical cannabis dispensary has been granted a legally effective permit issued under this chapter. Notwithstanding the above, the permits issued under this chapter do not provide any protection or immunity for any person from state or federal laws, or from prosecution pursuant to any applicable state or federal laws.
- B. The owner, managing partner, officer of a corporation or such other person who shall be primarily responsible for the operation of a proposed medical cannabis dispensary shall apply for a permit under this chapter and, if granted, shall maintain the operation of the medical cannabis dispensary in conformity with the terms of this chapter and of the permit.
- C. The fact that an applicant possesses other types of state or county permits or licenses other than those identified in Section 6.108.020 shall not exempt the applicant from obtaining a permit under this chapter, nor shall the terms and conditions of any other such permit or license modify the requirements of a permit granted under this chapter.
- D. At no time shall the county have in effect more than five permits.
 - 1. In the West County, in no event shall the total number of permits for all areas shown in Exhibit A (West County) exceed three. No more than two permits shall be issued in any one of the two areas shown in Exhibit A (West County). No more than one permit shall be issued in the other area shown in Exhibit A (West County).
 - 2. In the East County, in no event shall the total number of permits for all areas shown in Exhibit B (East County) exceed two. No permit shall be issued for a dispensary within five miles of another dispensary in the area shown in Exhibit B (East County) or within one mile of a permitted dispensary location in an incorporated city.
 - 3. No permit shall be issued in any portion of the unincorporated area that is not within one of the areas delineated in Exhibit A or Exhibit B.
- E. Notwithstanding subsection D of this section, each medical cannabis dispensary shall comply with all zoning requirements in Title 17 of the Alameda County General Ordinance Code, the Alameda County General Plan, and any Specific Plan applicable to the location of the dispensary, including the requirement to obtain any conditional use permits, and shall also meet all of the following locational standards:
 - 1. No dispensary may be closer than one thousand (1000) feet from any other dispensary.
 - 2. No dispensary may be closer than one thousand (1000) feet from any school, any licensed child or day care facility, public park or playground, drug recovery facility or recreation center.
- 3. No dispensary shall be located in a residential zone or its equivalent.

6.108.035 – Cannabis delivery permit required.

- A. It shall be unlawful for any person, including a legally permitted medical cannabis dispensary, to conduct, engage in or allow to be conducted or engaged in the delivery of

medical cannabis or medical cannabis products in the unincorporated portion of Alameda County, unless such person has been granted a legally effective delivery permit issued under this chapter. Notwithstanding the above, the permits issued under this chapter do not provide any protection or immunity for any person from state or federal laws, or from prosecution pursuant to any applicable state or federal laws.

B. The owner, managing partner, officer of a corporation or such other person who shall be primarily responsible for the operation of a proposed medical cannabis delivery operation shall apply for a permit under this chapter and, if granted, shall maintain the operation of the medical cannabis delivery operation in conformity with the terms of this chapter and of the permit.

C. The fact that an applicant possesses other types of state or county permits or licenses shall not exempt the applicant from obtaining a delivery permit under this chapter, nor shall the terms and conditions of any other such permit or license modify the requirements of a permit granted under this chapter.

D. A medical cannabis delivery permit shall be issued only to a "brick and mortar" dispensary holding a valid license or permit to dispense medical cannabis issued by the State of California or by a California city, county, or city and county. Mobile dispensaries that do not have a permanent physical dispensary location (a "brick and mortar" dispensary) are not eligible for and shall not be issued a delivery permit.

E. A delivery permit shall automatically expire, be suspended or revoked when the permit holder's dispensary license or permit expires, is suspended or revoked. The expiration, suspension or revocation of a delivery permit will not automatically affect the status of the delivery permit holder's dispensary license.

6.108.040 - Term of cannabis dispensary permits and renewals.

A. Each cannabis dispensary permit shall expire two years after the date of its issuance.

B. The term of each delivery permit shall run concurrent with the term of the delivery permit holder's dispensary permit, but in no event longer than two years after the date of its issuance.

C. Any permit may be renewed by the director for successive two-year periods upon the submission of a renewal application by the permittee. At the time of consideration of a renewal application, the county shall consider compliance with conditions in the prior term.

D. Any application for renewal shall be filed at least forty-five (45) days before expiration of the permit.

E. Any application for renewal shall be rejected if:

1. The application is filed less than forty-five (45) days before its expiration.
2. The permit is suspended or revoked at the time of the application; provided, however, that an application for renewal may be filed within ten days after the granting of a permittee's appeal of the suspension or revocation of a permit.
3. The dispensary authorized by the dispensary permit has not been in regular operation in the four months prior to the renewal application.
4. The dispensary fails to conform to the criteria set forth in Section 6.108.100 or, for a delivery permit, the dispensary fails to conform to the criteria set forth in Section 6.108.125.

6.108.050 – Cannabis dispensary permit application and renewal procedures.

- A. When one or more cannabis dispensary permits authorized by Section 6.108.030 is available for award, the director will initiate a process to solicit applications for the establishment of a dispensary within an area where a dispensary could be established based upon the provisions of Section 6.108.030.
- B. Each application for the establishment of a dispensary or renewal of an existing cannabis dispensary permit shall be filed with the director and the director shall be responsible for administering the application solicitation and renewal application processes as set forth in this chapter.
- C. The director shall adopt such forms and procedures as are necessary to implement this chapter with respect to the initial selection, future selection, renewal, revocation and suspension of permits.
- D. Wherever this chapter requires the county to give notice to an applicant, appellant or permittee, such notice shall be given by the director, in writing, and shall be delivered either by personal delivery or by certified U.S. mail, postage prepaid, return receipt requested. In addition, any such notice shall be posted at the address of the dispensary on the date of the mailing of notice.
- E. No person or facility that purports to have distributed or delivered cannabis prior to the enactment of this chapter shall be deemed to have been a legally established dispensary or delivery operation under the provisions of this chapter, and such person or facility shall not be entitled to claim a legal nonconforming status.

6.108.060 - Contents of cannabis dispensary permit application.

- A. In response to a solicitation for applications initiated by the director, each application for a cannabis dispensary permit shall set forth or incorporate by reference the following information and such other relevant information determined by the director to be reasonably required, all in a standard form adopted by the director:
 - 1. Address of the proposed cannabis dispensary and the name and address of the owner of the premises.
 - 2. The full name, date of birth, social security number, present address and telephone number of the applicant.
 - 3. The address to which notice of action on the application is to be mailed.
 - 4. All residential addresses of the applicant for the five years immediately prior to the date of the application.
 - 5. Written proof that the applicant is eighteen (18) years of age or older (i.e., California driver's license, California identification card or birth certificate).
 - 6. The height and weight and the color of eyes and hair of the applicant.
 - 7. Photographs of the applicant for identification purposes to be taken by the sheriff.
 - 8. The names and addresses of all businesses operated by and the employment of the applicant for the five years immediately prior to the date of the application.
 - 9. The address of any dispensaries that had previously been operated by the applicant and a statement of whether the authorization for any such operation had been revoked or suspended and, if so, the reason therefor.

10. The names and telephone numbers of the person or persons to be regularly engaged in the operation of the proposed cannabis dispensary, whether an employee, volunteer or contractor. The application shall also identify those persons, including telephone numbers (i.e., emergency contact), having management and supervisory responsibilities for the proposed dispensary. Every person listed as owner, manager, supervisor or employee must submit fingerprints and other necessary information for a background check to the Alameda County Sheriff's Office, and be photographed for identification purposes. In addition, any new employees, independent contractors, other persons and/or volunteers regularly engaged in the proposed medical cannabis dispensary must submit their information to the sheriff's office within five days prior to their employment pursuant to Section 6.108.120(A)(11).
11. A security plan containing a detailed description of the proposed security arrangements for ensuring the safety of persons from theft and robbery and protection of the premises from theft and burglary. The security plan shall be approved by the Sheriff, and shall include a lighting plan showing existing and proposed exterior premises and interior lighting levels, alarms and security surveillance cameras. Security video shall be maintained for 30 business days and shall be made available to the Sheriff upon request. The video system for security cameras must be located in a locked, tamper-proof compartment. A professionally monitored robbery alarm system shall be installed and maintained in good working condition. The security plan shall include the provision of a suitable locked safe on the premises for after-hours storage of medical cannabis.
12. A floor plan, consisting of a sketch or diagram showing the interior configuration of the premises of the cannabis dispensary, including a statement of the total floor area occupied by the dispensary. The sketch or diagram need not be professionally prepared, but must be drawn to a designated scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus twelve (12) inches. The dispensary must have a lobby waiting area at the entrance to receive clients, and a separate and secure designated area for dispensing medical cannabis to qualified patients, persons with an identification card or designated caregivers. The primary entrance shall be located and maintained clear of barriers, landscaping or similar obstructions so that it is clearly visible from public streets, sidewalks, or site driveways.
13. A description of external appearance of the dispensary, including a precise depiction of any signage, which shall not obstruct the entrance or windows of the dispensary. All signage shall comply with the County Zoning Ordinance.
14. A description of products to be sold or dispensed by the dispensary.
15. The mission statement of the dispensary with respect to meeting the medical needs of patients in its area, as delineated by subsection D of Section 6.108.030.
16. A description of the methods by which the applicant will mitigate any potentially adverse impacts, such as loitering, odors or noise, on surrounding property owners. The dispensary shall be designed to provide sufficient odor absorbing ventilation and exhaust systems to that any odor generated inside the dispensary is not detected outside the building in which it operates, on adjacent public rights-of-way, or within other units located within the same building as the dispensary if it occupies only a portion of the building.
17. Authorization for the county, its agents and employees to seek verification of the information contained in the application.

9. The entrance to a dispensary shall be posted with a notice that states the restrictions on the presence of persons under the age of eighteen (18) and that smoking, ingesting or consuming cannabis on the premises is prohibited. In addition, each dispensary shall conspicuously display the permit.
10. No dispensary may hold a license from the State Department of Alcohol Beverage Control to sell alcoholic beverages, nor may it include a business that sells alcoholic beverages. No alcohol may be stored, sold, dispensed or used on the premises.
11. Each permittee shall maintain a current registry of persons, including, but not limited to, employees, contractors and volunteers, who are regularly engaged in the operation of the dispensary. The registry shall be provided to the director at any time upon request. The registry shall include the name, current residential address, telephone number, date of birth and the height, weight and color of eyes and hair of each such person. In addition, any new employees, independent contractors, other persons and/or volunteers to be regularly engaged in the operation of the proposed medical cannabis dispensary must submit their information to the sheriff's office within five days prior to their employment or engagement.
12. No person who has been convicted of a felony within the past three years may be actively engaged in the operation of any dispensary. A conviction within the meaning of this section means a plea or verdict of guilty or a conviction following a plea of nolo contendere.
13. A dispensary shall provide adequate security on the premises, including lighting and alarms, to ensure the safety of persons and to protect the premises from theft.
14. The permittee shall provide the director with the name, telephone number and facsimile number of a community relations contact to whom one can provide notice of problems associated with the dispensary. The permittee shall make a good faith effort to resolve problems without the need for intervention by the county.
15. A dispensary shall provide litter removal services twice each day of operation on and in front of the premises and, if necessary, on public sidewalks within one hundred (100) feet of the premises.
16. A dispensary shall comply with county building, zoning and health codes, and shall allow inspections to ensure conformance with such regulations.
17. A dispensary shall not be delinquent in the payment of fees required by this chapter.
18. All activities of the dispensary must take place within the interior of the building.
19. A dispensary must have appropriate restroom facilities that will accommodate both male and female customers.
20. Once the Bureau begins issuing licenses to testing laboratories, a dispensary shall ensure that a representative sample of its cannabis and cannabis products have been submitted for analytical testing at a licensed testing laboratory, as defined in Business and Professions Code section 26001(as), before the cannabis and cannabis products are delivered to the dispensary.
21. A dispensary shall package all cannabis flowers sold on its premises in child resistant packaging.
22. A dispensary shall implement a track and trace program with a unique identifier for every product, both for inventory stored in a safe and inventory packaged for sale. A dispensary shall implement a track and trace program that shall be in compliance with

Section 26067, 26068 and 26069 of the California Business and Professions Code and all applicable regulations, once that program is established and becomes operational.

23. A dispensary shall use devices that meet the standards of the California Department of Food and Agriculture's Division of Measurement Standards for all weighing and measuring devices, including but not limited to scales and scanners; register with Alameda County Sealer of Weights of Measures; allow inspections and sealing of all weighing and measuring devices, including scanners or POS systems; and comply with all other requirements in Division 5 of California Business and Professions Code related to weights and measures, Title 4 Division 9 of the California Code of Regulations, and any relevant Alameda County ordinance.
24. No dispensary shall (a) enter into any agreement with or employ a physician for the purpose of evaluating patients for the issuance of a medical cannabis recommendation or identification card; (b) allow a physician to locate on the dispensary premises at any time for the purpose of issuing a medical cannabis recommendation or identification card; (c) give or offer to give any form of remuneration to a physician if the physician or his or her immediate family have a financial interest (as that term is defined in California Business and Professions Code section 650.01) in the dispensary; and (d) not distribute any form of advertising for physician recommendations for medical cannabis in California unless the advertisement bears the notice to consumers contained in California Business and Professions Code section 2525.5.
25. Each dispensary shall fully comply with the terms of its approved security plan, floor plan and operating plan.
 - B. In order to minimize any adverse impacts on surrounding properties or residents, the standard operating conditions that are set forth in this section may be modified upon the issuance of the permit or upon ten days' notice during the term of the permit.
 - C. During the term of each permit, the county shall require the permittee to comply with the standard operating conditions that are set forth in this section or as they may be modified in accordance with subsection B of this section and, in addition, any such operating conditions that may be established pursuant to subsections C and D of Section 6.108.110.
 - D. At any time during the operation of a dispensary and without notice, the director, acting in conjunction with other appropriate county officials, may enter the premises for the purpose of observing compliance of the dispensary with the conditions of its permit.
 - E. Release of the county from liability. The owner and permittee of each dispensary and delivery operation shall release the county, and its agents, officers, elected officials, and employees from any injuries, damages, or liabilities of any kind that result from any arrest or prosecution of dispensary or delivery operator owners, operators, employees, or clients for violation of state or federal laws in a form satisfactory to the director.
 - F. County indemnification. The owners and permittee of each dispensary and delivery operator shall indemnify and hold harmless the county and its agents, officers, elected officials, and employees for any claims, damages, or injuries brought by adjacent or nearby property owners or other third parties due to the operations at the dispensary or by the delivery operator, and for any claims brought by any of their clients for problems, injuries, damages or liabilities of any kind that may arise out of the distribution, delivery and/or on- or off-site use of cannabis provided at the dispensary or delivered by the delivery operator in a form satisfactory to the director.

6.108.125 - Standard conditions for cannabis delivery operations.

A. Throughout the term of the medical cannabis delivery permit, each permit holder shall not violate this chapter and shall comply with the following standard conditions:

- 1. It shall be a violation of this chapter for a delivery operation to deliver, distribute, provide or allow to be provided cannabis to any person except those persons who are primary caregivers, qualified patients or persons with an identification card, as defined by California Health and Safety Code section 11362.7. All deliveries that do not comply with provisions of Sections 26000, et seq., of the Business and Professions Code applicable to medical operations, associated state regulations, and the terms of the permit and this chapter are prohibited. It shall be the responsibility of the permit holder to ensure that a good faith effort is made to verify the validity of any identification card or the written recommendation from a licensed physician provided to the delivery operator.**
- 2. All employees of a delivery operator delivering medical cannabis or medical cannabis products shall carry a copy of the dispensary's current dispensary license or permit and the dispensary's current delivery permit authorizing those services with them during deliveries and the employee's government-issued identification, and shall present that license, permit and identification upon request to state and local law enforcement, employees of regulatory authorities, and other state and local agencies enforcing this chapter.**
- 3. During any delivery, the permittee shall maintain a physical copy of the delivery request and shall make it available upon request of the director or law enforcement officers. The delivery request documentation shall comply with state and federal law regarding the protection of confidential medical information.**
- 4. The qualified patient, person with an identification card or primary caregiver requesting the delivery shall maintain a copy of the delivery request and shall make it available, upon request, to the director or law enforcement officers.**
- 5. No deliveries shall be made between the hours of 12:00 a.m. and 9:00 a.m. or between the hours of 9:00 p.m. and 11:59 p.m. on any day.**
- 6. No person who is less than eighteen (18) years of age may be employed or otherwise engaged in the delivery of medical cannabis.**
- 7. It shall be unlawful for any delivery operation to provide medical cannabis to any person under the age of eighteen (18) unless that person is a qualified patient or a primary caregiver with a valid identification card in accordance with California Health and Safety Code section 11362.7 or has a verifiable written recommendation from a licensed physician for medical cannabis.**
- 8. Each permittee shall maintain a current registry of persons, including, but not limited to, employees, contractors and volunteers, who are regularly engaged in delivery operations. The registry shall be provided to the director at any time upon request. The registry shall include the name, current residential address, telephone number, date of birth and the height, weight and color of eyes and hair of each such person. Every person listed as owner, manager, supervisor or employee must submit fingerprints and other necessary information for a background check to the Alameda County sheriff's office, and be photographed for identification purposes. In addition, any new employees, independent contractors, other persons and/or volunteers to be regularly engaged in the delivery operation must submit their information to the sheriff's office within five days prior to their employment.**

9. No person who has been convicted of a felony within the past three years may be actively engaged in delivery operations. A conviction within the meaning of this section means a plea or verdict of guilty or a conviction following a plea of nolo contendere.
10. Delivery vehicles shall not include signage or markings that identify the vehicle as a cannabis delivery vehicle.
11. Delivery operators shall provide adequate security for their delivery personnel and vehicles, to ensure the safety of persons and to protect the vehicle operators from theft.
12. The delivery permit holder will satisfy the release of liability and county indemnification requirements in subdivision E and F of Section 6.108.120.

6.108.130 - Appeal from administrative determinations.

- A. An appeal may be filed by an applicant, permittee or the owner or occupant of property within one thousand (1,000) feet of any existing or proposed dispensary or by an applicant, permittee or owner or occupant of property within the unincorporated area of the County for any existing or proposed delivery operation.
- B. Any appellant may appeal an administrative determination that is made in relation to any of the following actions:
 1. Finding that an application is incomplete;
 2. Determination that an application does not comply with the requirements of Section 6.108.100;
 3. Establishment or modification of operating conditions;
 4. Denial of a permit; or
 5. Suspension or revocation of a permit.
- C. Any appeal shall be filed with the director within ten days after the date of the notice of any such administrative determination.
- D. Within ten days after the filing of an appeal, notice shall be given in accordance with Section 6.108.050. Such notice shall set forth the grounds for the appeal, the method of submitting comments to the county regarding the appeal and the date and location of the hearing of the appeal.
- E. Any appeal that is not timely filed will be deemed ineffective and the administrative determination that is being appealed will become final.

6.108.140 - Administrative review of appeal.

- A. Within thirty (30) days after the filing of an appeal of an administrative determination, the director shall convene a panel consisting of one or more representatives of the county administrator, community development agency, health care services agency, and the sheriff at which the appeal shall be heard in public session. The appellant and any interested parties will be allowed to address the panel regarding the appeal.
- B. Within ten days after conclusion of the hearing of the appeal by the administrative panel, the director shall give notice of the decision of the panel.
- C. Any appellant may file an appeal of the determination of the administrative panel within ten days after the date of the notice of the decision of the administrative panel.

6.108.150 - Hearing by the board of supervisors.

- A. Within ninety (90) days after the filing of an appeal of the administrative panel's decision, the board of supervisors shall conduct a hearing of the appeal.
- B. At least ten days prior to the hearing of the appeal by the board of supervisors, notice shall be given in accordance with Section 6.108.050. Such notice shall set forth the grounds for the appeal, the method of submitting comments to the county regarding the appeal and the date and location of the hearing of the appeal by the board of supervisors. The board of supervisors may give such additional notice of hearing as it deems appropriate in a particular case.
- C. The board of supervisors may take any appropriate action upon the original administrative action that was appealed pursuant to Section 6.108.130, including granting or denying the appeal or imposing, deleting or modifying operating conditions of the permit. The decision of the board of supervisors shall be final.

6.108.160 - Suspension and revocation.

- A. The director may initiate the revocation or suspension of a permit when it shall appear that the permittee has committed any of the following actions:
 - 1. Violates the operating or standard conditions of the permit or the requirements of state or local laws.
 - 2. Fails to take reasonable measures to control disturbances, loitering or such other problems on the premises.
- B. No permit shall be revoked or suspended by virtue of this section until a hearing has been held in the same manner as described in Section 6.108.140. Notice of the hearing shall contain a brief statement of the grounds for revoking or suspending the permit and the time and date for the hearing.
- C. The decision of the administrative panel may include suspension, revocation or the modification of the permit by adding conditions that are designed to reduce or remove the problems that caused the proposed revocation or suspension of the permit.
- D. Within ten days after conclusion of the hearing of the appeal by the administrative panel, the director shall give notice of the decision of the panel.
- E. Any appellant may appeal the determination of the administrative panel to the board of supervisors within ten days after the date of the notice of the decision of the administrative panel. The board of supervisors shall act upon the appeal in accordance with Section 6.108.150.

6.108.170 - Transfer of the permit.

- A. No permittee may transfer a permit without authorization by the county, granted in accordance with this section.
- B. A permittee shall apply for transfer of a dispensary permit by submitting an application that complies with Section 6.108.060. The director shall verify information in the application and shall approve the transfer unless it fails to comply with the standards set forth in Section 6.108.100.
- C. A permittee shall apply for transfer of a delivery permit by submitting an application that complies with Section 6.108.070. The director shall verify information in the application and

shall approve the transfer unless it fails to comply with the standards set forth in Section 6.108.100.

- D. Before a transfer of a permit may become effective, the transferee shall certify acceptance of the operating conditions and the standard conditions of the permit.

6.108.180 - Prohibited operations.

The permittee and or his or her agents shall at all times comply with Section 11326.5 *et seq.* of the California Health and Safety Code and this chapter in the operation of the dispensary and the delivery operation. This includes, but is not limited to, the prohibition of delivery of medical cannabis off the site of the dispensary premises unless the dispensary holds a valid delivery permit.

6.108.190 – Sale, Distribution and Dispensing Edibles.

The sale, distribution and delivery of edibles shall be conducted in a manner that complies with all applicable food safety laws for the protection of consuming medical cannabis patients. It shall be unlawful for any dispensary or delivery operation to sell, distribute or deliver edibles not prepared, packaged or labeled as required by this Section.

A. Preparation of Edibles.

1. A facility, such as a commercial kitchen, that proposes to prepare, store, dispense, and distribute edibles must comply with the relevant provisions of all state and local laws regarding the preparation, distribution, labeling and sale of food. No food production will be allowed in the same facility to avoid the unintentional contamination of food with cannabis. Facilities shall be constructed, permitted, operated and inspected in accordance with the applicable building code and applicable food safety requirements by the Alameda County Department of Environmental Health.
2. Individuals involved in the production or distribution of edibles shall thoroughly wash their hands before commencing production and before handling the finished product. Gloves must be worn when packaging edibles.
3. To reduce the likelihood of foodborne disease transmission, individuals who are suffering from symptoms associated with acute gastrointestinal illness or are known to be infected with a communicable disease that is transmissible through foodstuffs are prohibited from preparing edibles until they are free of that illness or disease, or are incapable of transmitting the illness or disease through foodstuffs. Individuals who have sores or cuts on their hands must use gloves when preparing and handling edibles.
4. Producers of edibles must be state certified food handlers. The valid certificate must be onsite at the facility where the edible is produced and made available during inspections.
5. Hand-washing facilities shall be adequate and convenient and be furnished with 100F hot running water. Hand washing facilities shall be located in the facility in edible preparation areas and where good sanitary practices require employees to wash their hands and provide effective hand-cleaning (liquid soap) and disposable paper towel or suitable drying devices.

B. Packaging and Labeling of Edibles. Edibles shall be labeled and packaged in accordance with Section 26120 of the California Business and Professions Code and all applicable regulations and as provided in this subdivision.

1. All edibles shall be individually wrapped at the original point of preparation. Labeling shall be distinctly and clearly legible on the front of the package and must include: (a) a warning if nuts or other known allergens are used in the manufacturing of the edibles; (b) a warning that the item is a medication containing cannabis and the total weight (In ounces or grams) and amount of active ingredients in the package; (c) the cultivation and manufacture date and source; (d) a statement that the contents are not a food product; and (e) information indicating any caloric impact on the consumer. The package label must have a warning clearly legible emphasizing that the product is to be kept away from children.
 2. Labels of edibles that are not tested for contaminants (baked goods) shall include a statement that the cannabis used in the product was tested for contaminants.
 3. Packaging of edibles shall be opaque (non see-through), and may not make it appear as if the edible is a food product. Packaging that makes the product attractive to children or imitates candy is prohibited.
 4. Packaging of edibles shall be tamper proof and child resistant.
- C. Edible Product Log. Producers of edibles that are tested for contaminants shall maintain a written or computerized log documenting:
1. The source of the cannabis used in each batch of product;
 2. The contaminant testing date; and
 3. The testing laboratory that analyzed the sample of the medical cannabis product.

6.108.200 - Misdemeanor violation.

Any person violating any of the provisions of this chapter is guilty of a misdemeanor. Each person is guilty of a separate offense for each and every day during any portion of which any violation of any provision of this chapter or the permit is committed, continued or allowed in conjunction with the dispensary or delivery operation and is punishable accordingly. For purposes of this section, each and every day of violation includes each day on which a failure to comply with this chapter or any conditions of a permit issued pursuant to this chapter continues.

6.108.210 - Civil injunction.

In addition to the penalties provided in this chapter, any condition caused or allowed to exist in violation of any of the provisions of this chapter shall be deemed a public nuisance and shall, at the discretion of county, create a cause of action for injunctive relief.

6.108.2220- Severability.

The provisions of this chapter are hereby declared to be severable. If any provision, clause, word, sentence or paragraph of this chapter or the application thereof to any person, establishment or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this chapter.

6.108.230 - Judicial review.

Judicial review of a final decision made under this chapter may be had by filing a petition for a writ of mandate with the Superior Court in accordance with the provisions of Section 1094.5 of the California Code of Civil Procedure. Any such petition or any other action seeking judicial review shall be filed within ninety (90) days after the day the decision becomes final.

Chapter 6.108 of the Alameda County General Ordinance Code is hereby further amended as follows:

Delete Exhibit A, including the list of Assessor parcel numbers for each area, and insert the revised Exhibit A attached to this Ordinance.

Delete Exhibit B and insert the revised Exhibit B attached to this Ordinance.

SECTION 3

This ordinance shall take effect and be in force thirty (30) days from and after the date of passage and before the expiration of fifteen (15) days after its passage it shall be published once with the names of the members voting for and against the same in the Inter-City Express, a newspaper published in the County of Alameda.

Adopted by the Board of Supervisors of the County of Alameda, State of California, on the ___ day of _____, 2017, by the following called vote:

AYES:

NOES:

EXCUSED:

WILMA CHAN
President of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors,

By: _____
Deputy Clerk

APPROVED AS TO FORM:
DONNA R. ZIEGLER, COUNTY COUNSEL

By: _____
Heather Littlejohn
Deputy County Counsel

PLN 2017-00226

Buchalter

55 Second Street
Suite 1700
San Francisco, CA 94105
415.227.0900 Phone
415.227.0770 Fax
File Number: G4075.0002
415.227.3508 Direct
aguerra@buchalter.com

February 20, 2018

Rodrigo Orduña, *AICP*
Assistant Planning Director
Alameda County Planning Department
Community Development Agency
224 West Winton Avenue, Suite 111
Hayward, CA 94544

Re: Appeal of Notice of Decision of Administrative Appeals Panel Regarding Cannabis
Dispensary – Application PLN2017-00224- 3220 Andrade Partners, LLC/Garden of Eden

Dear Mr. Orduña:

Buchalter represents Sunol Ranch LLC and its managing member, Ernest L. Goble, Jr. Sunol Ranch LLC ("Appellant") is the owner of the real property at 3515 Andrade Road in Sunol ("Appellant's Property"). On behalf of the Appellant, we hereby appeal Permit No. PLN2017-00226 (the "Permit"), which the Administrative Appeals Panel (the "Appeals Panel") issued to 3220 Andrade Partners LLC /Garden of Eden("Permitee") to allow it to operate an East County Medical Cannabis Dispensary at 3220 Andrade Road in Sunol (the "Project Address"). The Project Address is within 1,000 feet of Appellant's Property.

Appellant objects to the operation of a Medical Cannabis Dispensary at 3220 Andrade Road and hereby appeals the Appeals Panel's issuance of the Permit and the associated operating conditions for the proposed Medical Cannabis Dispensary at the Project Address. The Appellant disagrees with the Appeals Panel's decision to uphold the Permit under Section 6.108.130 of the Medical Cannabis Dispensary Ordinance on the basis that the Permit application is incomplete, and the Permit does not comply with the requirements of Section 6.108.100 for the following reasons.

The Application Violates Measure D and Thus Fails to Comply with Section 6.108.100.

The Alameda County Medical Cannabis Dispensary Ordinance governs the issuance of permits to operate a medical cannabis dispensary. Specifically, Section 6.108.030(A) provides that,

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Los Angeles
Napa Valley
Orange County
Sacramento
San Francisco
Scottsdale

Mr. Rodrigo Orduña
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“It shall be unlawful for any person to conduct, engage in or allow to be conducted or engaged in, the operation of a medical cannabis dispensary in the unincorporated portion of Alameda County, unless such medical cannabis dispensary has been granted a legally effective permit issued under this chapter.”

Section 6.108.030(E) further states that,

“Notwithstanding subsection D of this section, each medical cannabis dispensary shall comply with all zoning requirements in Title 17 of the Alameda County General Ordinance Code...”

Section 6.108.030(F) further states that,

“Each cannabis cultivation site shall comply with all requirements in the Alameda County General Plan, including Measure D (Save Agriculture and Open Space Lands)...”

The proposed Dispensary appears to be located in the Mission Pass-Andrade Road area designated for agricultural open space uses according to Measure D. The Dispensary is just that – a dispensary. No agricultural uses are proposed as part of the Dispensary. Although the Project Address is a vacant driving range, the County Staff’s analysis indicates that it is zoned A-Agriculture. As an agricultural use within Measure D, the only allowable new development is agricultural use, including “agriculture-enhancing commercial uses” such as stables, fruit stands, feed stores, and other uses demonstrating an economic connection to agricultural use.” A stand-alone medical dispensary was not included in the definition of agricultural use or agricultural enhancing commercial uses when Measure D was enacted by the voters in 2000.

Section 23 of Measure D states that,

“The provisions of this ordinance may be changed only by vote of the people of Alameda County.”

Measure D also provides that,

“The Board may also make technical or nonsubstantive modifications to the terms of this ordinance ... for purposes of reorganization, clarification or formal consistency within a Plan. Any modifications must be consistent with the purposes and substantive content of this ordinance.”

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Measure D added Policy 96 to the East County Area Plan (ECAP) and this policy states,

“In areas outside the County Urban Growth Boundary designated Large Parcel Agriculture, Resource Management or Water Management Lands, the number of parcels that may be created, the residential units permitted on each parcel, the size of the development envelope, the maximum floor areas and floor area ratios, and the uses permitted by the Plan on February 1, 2000, or by the Initiative, whichever is less, may not be increased.”

The County has attempted to unlawfully increase the types of uses that may be included as agricultural uses or agricultural enhancing commercial uses by approving the Dispensary without *any* agricultural use because the County amended the A-zoning district to include cannabis dispensaries as a commercially permitted use. Commercial uses alone, however, are not “agricultural enhancing commercial uses” of the type envisioned in Measure D for agriculturally zoned property. The Alameda County Zoning Ordinance did not include commercial medical dispensaries in that list in 2000 when Measure D was adopted by the voters. Thus, the County’s attempts to improperly include the commercial Dispensary which does not have any agricultural cultivation in the list of “agricultural enhancing commercial uses” unlawfully increases the uses under Measure D without subjecting that increase in use to a vote of the people. Thus, the Appeals Panel’s decision to uphold the Permit violates the County Code and Measure D because this Dispensary increases the uses to included commercial uses when they were not previously approved under Measure D in violation of County zoning ordinances. Accordingly, the Appeal must be upheld and the Permit must be denied pursuant to Section 6.108.100.

The Application is Incomplete for Failure to Include Environmental Review in Accordance with CEQA.

The California Environmental Quality Act (Pub. Resources Code §§ 21000 *et seq.*; 14 Cal. Code Regs. §§ 15000 *et seq.*) (“CEQA”) requires that a lead agency conduct environmental review of a discretionary action for a project at the earliest possible step in the approval process for the Project, and the CEQA document must evaluate the “whole of the project action” (see e.g., *Save Tara v. City of West Hollywood* (2008) 45 Cal.4th 116, 132-134; *Cedar Fair, L.P. v. City of Santa Clara* (2011) 194 Cal.App.4th 1150, 1170.) Projects include discretionary actions such as the approval of a Permit for the Dispensary (see e.g., 14 Cal. Code Regs. § 15378 and the City of Livermore appeal letter dated January 2, 2018 regarding the proposed dispensary at 7699 Altamont Pass Road). Deferring environmental review to a later approval after the County has already decided to proceed with this Dispensary violates CEQA.

The Appellant previously identified for the County’s consideration the types of significant environmental impacts that may occur and would need to be evaluated under CEQA. The County staff disregarded the impacts by failing to conduct *any* environmental review of the

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Mr. Rodrigo Orduña
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Project contrary to the requirements of Section 6.106.080(18). Thus, the Application is incomplete and the Permit must be denied.

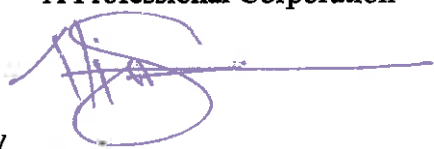
For all of these reasons, Appellant appeals the Appeals Panel's decision to uphold the issuance of the Permit for the operation of the Medical Cannabis Dispensary at the Project Address.

Please contact me if you have any questions or concerns regarding the foregoing. A check in the amount of \$250.00 for the appeal fee is being submitted with this letter.

Sincerely,

BUCHALTER
A Professional Corporation

By


Alicia Guerra

AG:sl

cc (via email):

Chris Bazar, Community Development Director
County Clerk
Heather Littlejohn, Deputy County Counsel
Roy Goble
Joe Mauch

To: The Planning Department Alameda County Community
Development Agency 224 W. Winton Avenue Hayward, CA 94544

From: Concerned Citizens of Andrade and Sheridan Roads, Sunol

Contact: Toni Amant (tonisunol@aol.com)

Re: Approval of Permit No. PLN2017-00226 to allow an East County
Medical Cannabis Dispensary Operator

Dear Planning Department:

We represent the residents of Andrade and Sheridan Roads in Sunol.

We object to the operation of a Medical Cannabis Dispensary at 3220 Andrade Road and request you rescind this permit. We contend that this site is a terrible location for the dispensary. The rural location is not a suitable site, the traffic will be impacted, safety is a concern, and the community of families will suffer as a result. In addition, we are very concerned about the safety in the area, as well as loitering.

We believe there are other areas of Sunol and the East County where the above issues – particularly the existence of residences with children – would be significantly mitigated, which areas would be better suited for a Dispensary.

We believe the notification process, which provides for notices to be sent only to property owners within 1,000 feet and only after the permit has been issued, is insufficient for a rural area where properties are more dispersed and contrary to the best interests of the residents of Alameda County.

For all the foregoing reasons, among others, we the undersigned appeal the issuance of the Permit for the operation of a Medical Cannabis Dispensary at the Project Address.

Signed: *Toni Amant*

Name Laurie Higgins *LH* Address 5499 Sheridan Rd Sunol 94586

Name Gil & Mary Peters Address 7455 Sheridan Rd - Sunol
unkogil@pacbell.net

Name Brooks & Susan Address 5447 Sheridan Rd - Sunol

Name Rosy Alaniz Address 7457 Sheridan Rd - Sunol

Name Jesse Alaniz Address 7457 Sheridan Rd - Sunol

Name MIKE PICARD Address 5135 ANDRADE ROAD, SUNOL
Mike Picard

Name Zaira Alaniz Address 7457 Sheridan Rd - Sunol

Name Edgar Alaniz Address 7457 Sheridan Rd, Sunol
Edgar Alaniz

Name Ocrio Abdullak Address 3000 Andrade Rd Sunol.

Name Michael Elmont Address 3111 Andrade Rd Sunol.

Name Pamela Lopez (Vargas) Address 2627 E. Howard Ct Visalia
owner @ 41256 Vargas Rd.

Name Judy Gile Address 6426 DAPHNE CT NEWARK
94560 (HORSES ON ANDRADE)

Name Carol Hinder Address 38908 LeCount Way Fremont
94536 (Horses) on Andrade

Name Brittany Hinder Address 58903 LeCount way Fremont
(Horses) on Andrade

Name Lisa Garcia Address 7498 Sheridan Road
Sunol Ca 94586

Name Jon Hojie Address 7500 Sheridan Rd, Sunol

Name Cynthia Hojie Address 7500 Sheridan Rd Sunol

Name Harry Chen Address 6353 Sheridan Rd Sunol CA

Name *Sueledh* Address *5353 Glenda Rd.
Sunol CA 94586*

Name *DEBORAH TAN* Address *3313 ANDRADE RD*

Name *DR. BRIAN TAN* Address *3313 ANDRADE RD.*

Name *MRS. T. TAN.* Address *3313 ANDRADE RD -*

Name *LARRY MONTGOMERY* Address *3515 ANDRADE RD*

Name *SARA Montgomery* Address *3515 Andrade Rd*

Name *Jocan Montgomery*
Hoover Address *3515 Andrade Rd.*

Name *TRAVIS HOOVER* Address *3515 ANDRADE RD
SUNOL CA*

Name *Karla Friatus* Address *412 Covellite Ln Live*

Name *CHAD MONTGOMERY* Address *more 945502
3515 ANDRADE RD*

Name *Robbie DeMaria* Address *16880 Midway Rd Livermore
own property on Vargas Road*

Name *Jeanne Westrape* Address *3111 Andrade Rd
Sunol*

Name *Cliff May* Address

Name *Clayton Westrape* Address

Name *Mila Whitfield* Address *41256 Vargas Rd. Fremont
CA 94539*

Name *Cynthia Graft* Address *36276 Cedar Blvd; Newark CA
94560*

Name *Antoine Thomas* Address *3000 Andrade Rd. #3
Sunol, CA 94586*

Name *Kristi Clebo* Address *3101 Andrade Rd, Sunol, CA
94586*

Name	Sandy Blown	Address	5362 Sheridan Rd
	Sandra Blown		Sunol Ca 94586
Name	Daniel Blown	Address	5362 Sheridan Rd
	Daniel Blown		Sunol Ca 94586
Name	BARBARA HAZELTON	Address	BOARDER SHERIDAN EQUESTRIAN CENTER
	Barbara Hazelton		
Name	Tanet Berkey	Address	23047 AVIS Lane
			Hayward, CA 94541
Name	Ivonne Entenetz	Address	BOARDER SHERIDAN EQUESTRIAN
Name	Susan Tambara	Address	Boarder Sheridan E.C.
Name	Kristin Ummt	Address	Boarder Sheridan Equestrian Center
Name	Teri Kern	Address	Boarder, Sheridan Equestrian Ctr
Name	Karen Gardner	Address	Boarder, Sheridan Equestrian Ctr
Name	Glean Andres	Address	Boarder SHERIDAN EQUESTRIAN OR
Name	[Signature]	Address	BOARDER SHERIDAN EQUESTRIAN CTR
Name	Amy Robins	Address	Boarder, SEC
Name	[Signature]	Address	Boarder, SEC
Name	Rambria Nava	Address	Boarder, SEC
Name	[Signature]	Address	Boarder, SEC
Name	Jordan Smith	Address	Boarder, SEC
Name	Juan Kempagna	Address	5105 Andrade Rd, Sunol
Name	John Campagna	Address	5105 Andrade Rd Sunol
Name	-		
Name	-		

Name	<i>Jo Bobb</i>	Address	3101 ANDRADE ROAD SUNOL, CA 94586
Name	<i>Ally Bass</i>	Address	7645 ATHENOUR WAY SUNOL, CA 94586
Name	<i>Samuel M...</i>	Address	7645 Athenour Way Sunol, CA 94586
Name	<i>John A...</i>	Address	7645 Athenour way Sunol CA 94586
Name	Joyce Bass	Address	7645 Athenour Way Sunol Ca 94586
Name	Kelly Muelle	Address	7587 Athenour way SUNOL, CA 94586
Name	Felix Tian	Address	7484 Sheridan Rd, Sunol
Name	Madeline Eisenhart	Address	3000 ANDRADE RD. CA 94586 SUNOL, CA 94586 House 1
Name	<i>Mud</i>	Address	3000 ANDRADE RD. House 1 SUNOL, CA 94586
Name	<i>Quint</i>	Address	4085 Canyon Heights Dr Fremont Ca
Name	Sgt. Ruiz	Address	7555 Sheridan Rd.
Name	Sara M Blanco	Address	6467 B Mission Rd Sunol Ca 94586
Name	Bryan Zapata	Address	6467 Mission Rd Sunol Ca 94586
Name	Alfredo Terriguez	Address	1012- Sapphire way mantle, CA 95336
Name	Cristian Morales	Address	2108 Vicksburg Ave Oakland, CA 9460
Name		Address	
Name		Address	
Name		Address	

Name *Stanley J. Rebelo* Address *5115 Sheridan Rd SUNOL 94586*

Name *Jeanette E Rebelo* Address *5115 Sheridan Rd SUNOL 94586*

Name *Patricia P. Pardo* Address *5135 Andrade Rd, Sunol, 94586*

Name *Lorri Vargas* Address *41224 Vargas Rd*
L. Vargas T. Vargas *Fremont CA 94539*

Name Address *41224 Vargas Rd*
Fremont, CA 94539

Name Address

Name Address

Name Address

Name Address

Name Address

Name Address

Name Address

Name Address

Name Address

Name Address

Name Address

Name Address

Name Address

Name Address

Name Address

County Selection Committee member: Commander K Miles Date 12-13-17

Applicant: 3220 ANDRADE, LLC; dba GARDEN OF EDEN

A. FINAL APPLICATION EVALUATION

1. Final Selection Process: The Final Application Evaluation phase of the solicitation process will include selection from the eligible Applications and the establishment of Operating Conditions for any permits issued to the selected eligible Applicants. The County's goal is to grant Permits to the Applicants that represent the best quality applications as determined by the combined weight of the evaluation criteria. The County intends to grant up to two (2) Permit(s):

- If the number of eligible applications is the same as or less than two (2), then all eligible Applications will be submitted for establishment of Operating Conditions.
- If the number of eligible applications exceeds two (2), then a competitive evaluation process will be conducted in which Applicants are scored and ranked with the Planning Director recommending issuance of a Permit to the highest ranked, eligible applicants that meet the spacing requirements of Section 6.108.030.D.2.
- If the proposed locations of the two highest ranked Applications are within 5 miles of one another, the highest ranked Applicant will be submitted for establishment of Operating Conditions and the second highest ranked application will be deemed ineligible due to failure to comply with the spacing requirement (see Table A, Section C). The Director may then recommend issuance of the second permit to the next highest ranked, eligible applicant(s).

Note that Applicants wishing to propose more than one location must submit complete, separate applications for each proposed location. Each Application will be evaluated separately. (Ordinance Code Section 6.108.110)

2. County Selection Committee ("CSC"): If the number of Eligible Applications exceeds two (2), the CSC will evaluate and score each eligible application in accordance with the Final Evaluation Criteria set forth below in Table B. The CSC will be composed of County staff comprising representatives of the Planning Department, the Environmental Health Department and the Sheriff's

County Selection Committee member: _____ Date _____

Applicant: _____

1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by CSC members.
4	Above Average / Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent / Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

4. **Final Evaluation Criteria:** The Final Evaluation Criteria and their respective weights are as follows:

County Selection Committee member:	TABLE B	Date
FINAL EVALUATION CRITERIA – STAGE 1		
Applicant:	Evaluation Criteria	Weight
A.	<p>Security Plan (Ordinance Code Section 6.108.060.A.11):</p> <p>An adequate Security Plan must contain a detailed description of the proposed security arrangements for ensuring the safety of persons from theft and robbery and protection of the premises from theft and burglary.</p> <p>The Security Plan must:</p> <ul style="list-style-type: none"> • be submitted for review by the Sheriff; • include a lighting plan showing existing and proposed exterior premises and interior lighting levels; • include alarms and security surveillance cameras; • demonstrate that security video shall be maintained for 30 business days and shall be made available to the Sheriff upon request. The video system for security cameras must be located in a locked, tamper-proof compartment. A professionally monitored robbery alarm system shall be installed and maintained in good working condition; and • include the provision of a suitable locked safe on the premises for after-hours storage of medical cannabis. <p>In evaluating this criterion, the CSC will have regard to the comments of the Sheriff (Section 6.108.090.A.2).</p>	<p>4 x 20 Points</p>
B.	<p>Appropriateness of Site and Design of Proposed Facility (Ordinance Code Section 6.108.060.A.12&13 and 17.06.040, 17.38.030 and 17.40.030, as applicable):</p> <p>The proposed dispensary site:</p> <ul style="list-style-type: none"> • conforms with all applicable zoning requirements, • is consistent with the setbacks required in Sections 6.108.030.D.2 and 6.108.030.E of the County General Code, • provides adequate car parking; 	<p>4 x 20 Points</p>

County Selection Committee member: _____ Date _____

Applicant: _____

	<ul style="list-style-type: none"> ● provides adequate customer access from a county road, and through proximity to population centers, ● Is consistent with the Floor Area Ratio restrictions in Measure D, included in the land use description section of the East County Area Plan (ECAP), and ● minimizes visual impacts with appropriate measures, including fencing and screening. <p>In evaluating this criterion, the CSC will have regard to the comments of the Community Development Agency in relation to the proposed location's compliance with zoning regulations (Section 6.108.090.A.3).</p>	
C.	<p>Operating Plan (General Code Section 6.108.060.A.21):</p> <p>The Operating Plan must specifically describe how the dispensary will operate consistent with state and local law, including but not limited to:</p> <ul style="list-style-type: none"> ● the minimum staffing levels for operation of the dispensary; ● policies and procedures for record keeping; ● specific details of the dispensary's track and trace program; ● specific details of the dispensary's product testing; ● specific details of the dispensary's proposed odor absorbing ventilation and exhaust systems; ● other relevant information regarding the operation of the proposed dispensary; and ● a copy of the dispensary's labor peace agreement when the dispensary is required by California Business & Professions Code Section 26051.5 to enter into or abide by a labor peace agreement. <p>If the operation of the dispensary is proposed to include the sale of edibles, the Operating Plan must include a description of how the dispensary will achieve compliance with the requirements for the packaging and labelling of</p>	<p>4x 20 Points</p>

County Selection Committee member: _____ Date _____

Applicant: _____

	<p>edibles in Ordinance Code Section 6.108.190.B. In evaluating compliance with Ordinance Code Section 6.108.190, the CSC will have regard to the comments of the Department of Environmental Health (Section 6.108.090.A.2).</p>	
<p>D.</p>	<p>Mitigation of Potential impacts (Ordinance Code Section 6.108.060.A.16):</p> <p>The Application must include a description of the methods by which the applicant will mitigate any potentially adverse impacts, such as loitering, traffic, light, odors or noise, on surrounding property owners.</p> <p>The dispensary shall be designed to provide sufficient odor absorbing ventilation and exhaust systems so that any odor generated inside the dispensary is not detected outside the building in which it operates, on adjacent public rights-of-way or within other units located within the same building as the dispensary if it occupies only a portion of the building.</p> <p>In evaluating this criterion, the CSC will have regard to the comments of the Community Development Agency in relation to the conditions that are needed to mitigate adverse impacts on surrounding uses (Ordinance Code Section 6.106.090.A.3).</p>	<p>4x 10 Points</p>
<p>E.</p>	<p>Environmental Considerations</p> <p>The Application must describe any proposed "green" business practices relating to energy and climate, water conservation, and materials and waste management.</p> <p>Examples of "green" practices could include energy efficiency and renewable energy, the use of green building measures, and conservation and recycling/re-use programs, among others.</p>	<p>4x 5 Points</p>
<p>F.</p>	<p>Community Benefit:</p> <p>Applicants must provide a description of a proposed Community Benefits Program.</p>	<p>4x 5 Points</p>

County Selection Committee member: _____ Date _____

Applicant: _____

	<p>Examples of benefits could include, but are not limited to, supporting or funding community programs, employment and job training programs, local substance abuse, cannabis youth education, or domestic violence programs, or other activities that benefit the residents of the County.</p>	
<p>FINAL EVALUATION CRITERIA – STAGE 2 (OPTIONAL)</p>		
<p>G.</p>	<p>Oral Interview: The oral interview on the Application shall not exceed 60 minutes. The oral interview may include responding to standard and specific questions from the CSC regarding the Application.</p>	<p>10 Points</p>
<p>H.</p>	<p>Site Visit: The CSC may arrange an inspection of the site to enable the CSC to review the Application having regard to relevant site features and constraints.</p>	<p>10 Points</p>
<p>LOCAL AGRICULTURAL COMMUNITY COMMITMENT</p>		
<p>i.</p>	<p>Local Commitment: Points equaling up to ten percent of the Applicant's total score for the above Final Evaluation Criteria (Stage 1 + Stage 2) will be added based on the extent to which the Applicant(s) demonstrate an historic and/or a long-term commitment to improving the local agricultural community.</p>	<p>7% Ten Percent (10%)</p>

Notes: _____

County Selection Committee member: _____

Date _____

Applicant: Garden of Eden

	Criteria	0-5 Point scale range	X possible points	Total Points
A	Security Plan	4	20	80
B	Appropriateness of Site and Design of Proposed Facility	4	20	80
C	Operating Plan	4	20	80
D	Mitigation of Potential Impacts	4	10	40
E	Environmental Considerations	4	5	20
F	Community Benefit:	4	5	20
			SUBTOTAL	320
G	Oral Interview:		10	
H	Site Visit:		10	
I	Local Commitment:	77. (22.4)	10% max	22.4
			GRAND TOTAL	342.4

County Selection Committee member: A. Lopez Date 12/13/17
Applicant: Garden of Eden

A. FINAL APPLICATION EVALUATION

1. Final Selection Process: The Final Application Evaluation phase of the solicitation process will include selection from the eligible Applications and the establishment of Operating Conditions for any permits issued to the selected eligible Applicants. The County's goal is to grant Permits to the Applicants that represent the best quality applications as determined by the combined weight of the evaluation criteria. The County intends to grant up to two (2) Permit(s):

- If the number of eligible applications is the same as or less than two (2), then all eligible Applications will be submitted for establishment of Operating Conditions.
- If the number of eligible applications exceeds two (2), then a competitive evaluation process will be conducted in which Applicants are scored and ranked with the Planning Director recommending issuance of a Permit to the highest ranked, eligible applicants that meet the spacing requirements of Section 6.108.030.D.2.
- If the proposed locations of the two highest ranked Applications are within 5 miles of one another, the highest ranked Applicant will be submitted for establishment of Operating Conditions and the second highest ranked application will be deemed ineligible due to failure to comply with the spacing requirement (see Table A, Section C). The Director may then recommend issuance of the second permit to the next highest ranked, eligible applicant(s).

Note that Applicants wishing to propose more than one location must submit complete, separate applications for each proposed location. Each Application will be evaluated separately. (Ordinance Code Section 6.108.110)

2. County Selection Committee ("CSC"): If the number of Eligible Applications exceeds two (2), the CSC will evaluate and score each eligible application in accordance with the Final Evaluation Criteria set forth below in Table B. The CSC will be composed of County staff comprising representatives of the Planning Department, the Environmental Health Department and the Sheriff's

County Selection Committee member: _____ Date: _____

Applicant: _____

1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on Interpretation of proposal by CSC members.
4	Above Average / Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent / Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

4. **Final Evaluation Criteria:** The Final Evaluation Criteria and their respective weights are as follows:

County Selection Committee member:		TABLE B	Date
FINAL EVALUATION CRITERIA – STAGE 1			
Applicant:			
	Evaluation Criteria		Weight
A.	<p>Security Plan (Ordinance Code Section 6.108.060.A.11):</p> <p>An adequate Security Plan must contain a detailed description of the proposed security arrangements for ensuring the safety of persons from theft and robbery and protection of the premises from theft and burglary.</p> <p>The Security Plan must:</p> <ul style="list-style-type: none"> • be submitted for review by the Sheriff; • Include a lighting plan showing existing and proposed exterior premises and interior lighting levels; • Include alarms and security surveillance cameras; • demonstrate that security video shall be maintained for 30 business days and shall be made available to the Sheriff upon request. The video system for security cameras must be located in a locked, tamper-proof compartment. A professionally monitored robbery alarm system shall be installed and maintained in good working condition; and • include the provision of a suitable locked safe on the premises for after-hours storage of medical cannabis. <p>In evaluating this criterion, the CSC will have regard to the comments of the Sheriff (Section 6.108.090.A.2).</p>		20 Points
B.	<p>Appropriateness of Site and Design of Proposed Facility (Ordinance Code Section 6.108.060.A.12&13 and 17.06.040, 17.38.030 and 17.40.030, as applicable):</p> <p>The proposed dispensary site:</p> <ul style="list-style-type: none"> • conforms with all applicable zoning requirements, • is consistent with the setbacks required in Sections 6.108.030.D.2 and 6.108.030.E of the County General Code, • provides adequate car parking; 		20 Points

County Selection Committee member: _____ Date _____

Applicant: _____

	<ul style="list-style-type: none"> ● provides adequate customer access from a county road, and through proximity to population centers, ● is consistent with the Floor Area Ratio restrictions in Measure D, included in the land use description section of the East County Area Plan (ECAP), and ● minimizes visual impacts with appropriate measures, including fencing and screening. <p>In evaluating this criterion, the CSC will have regard to the comments of the Community Development Agency in relation to the proposed location's compliance with zoning regulations (Section 6.108.090.A.3).</p>	
<p>C.</p>	<p>Operating Plan (General Code Section 6.108.060.A.21):</p> <p>The Operating Plan must specifically describe how the dispensary will operate consistent with state and local law, including but not limited to:</p> <ul style="list-style-type: none"> ● the minimum staffing levels for operation of the dispensary; ● policies and procedures for record keeping; ● specific details of the dispensary's track and trace program; ● specific details of the dispensary's product testing; ● specific details of the dispensary's proposed odor absorbing ventilation and exhaust systems; ● other relevant information regarding the operation of the proposed dispensary; and ● a copy of the dispensary's labor peace agreement when the dispensary is required by California Business & Professions Code Section 26051.5 to enter into or abide by a labor peace agreement. <p>If the operation of the dispensary is proposed to include the sale of edibles, the Operating Plan must include a description of how the dispensary will achieve compliance with the requirements for the packaging and labelling of</p>	<p style="text-align: right;">20 Points</p>

County Selection Committee member: _____ Date _____

Applicant: _____

	<p>edibles in Ordinance Code Section 6.108.190.B. In evaluating compliance with Ordinance Code Section 6.108.190, the CSC will have regard to the comments of the Department of Environmental Health (Section 6.108.090.A.2).</p>	
<p>D.</p>	<p>Mitigation of Potential Impacts (Ordinance Code Section 6.108.060.A.16):</p> <p>The Application must include a description of the methods by which the applicant will mitigate any potentially adverse impacts, such as loitering, traffic, light, odors or noise, on surrounding property owners.</p> <p>The dispensary shall be designed to provide sufficient odor absorbing ventilation and exhaust systems so that any odor generated inside the dispensary is not detected outside the building in which it operates, on adjacent public rights-of-way or within other units located within the same building as the dispensary if it occupies only a portion of the building.</p> <p>In evaluating this criterion, the CSC will have regard to the comments of the Community Development Agency in relation to the conditions that are needed to mitigate adverse impacts on surrounding uses (Ordinance Code Section 6.106.090.A.3).</p>	<p>10 Points</p>
<p>E.</p>	<p>Environmental Considerations</p> <p>The Application must describe any proposed "green" business practices relating to energy and climate, water conservation, and materials and waste management.</p> <p>Examples of "green" practices could include energy efficiency and renewable energy, the use of green building measures, and conservation and recycling/re-use programs, among others.</p>	<p>5 Points</p>
<p>F.</p>	<p>Community Benefit:</p> <p>Applicants must provide a description of a proposed Community Benefits Program.</p>	<p>5 Points</p>

County Selection Committee member: _____ Date _____

Applicant: _____

	Examples of benefits could include, but are not limited to, supporting or funding community programs, employment and job training programs, local substance abuse, cannabis youth education, or domestic violence programs, or other activities that benefit the residents of the County.	
FINAL EVALUATION CRITERIA – STAGE 2 (OPTIONAL)		
G.	Oral Interview: The oral interview on the Application shall not exceed 60 minutes. The oral interview may include responding to standard and specific questions from the CSC regarding the Application.	10 Points
H.	Site Visit: The CSC may arrange an inspection of the site to enable the CSC to review the Application having regard to relevant site features and constraints.	10 Points
LOCAL AGRICULTURAL COMMUNITY COMMITMENT		
I.	Local Commitment: Points equaling up to ten percent of the Applicant’s total score for the above Final Evaluation Criteria (Stage 1 + Stage 2) will be added based on the extent to which the Applicant(s) demonstrate an historic and/or a long-term commitment to improving the local agricultural community.	Ten Percent (10%)

Notes: _____

County Selection Committee member: A. Lopez

Date 12/13/17

Applicant: Garden of Eden

	Criteria	0-5 Point scale range	X possible points	Total Points
A	Security Plan	4	20	80
B	Appropriateness of Site and Design of Proposed Facility	5	20	100
C	Operating Plan	5	20	100
D	Mitigation of Potential Impacts	5	10	50
E	Environmental Considerations	4	5	20
F	Community Benefit:	3	5	15
			SUBTOTAL	365
G	Oral Interview:		10	
H	Site Visit:		10	
I	Local Commitment:	7%	10% max	
			GRAND TOTAL	390.5

County Selection Committee member: EBROWDER Date 12/13/17Applicant: EMERALD OF EDEN 3220 ANDRADE, LLC**A. FINAL APPLICATION EVALUATION**

1. Final Selection Process: The Final Application Evaluation phase of the solicitation process will include selection from the eligible Applications and the establishment of Operating Conditions for any permits issued to the selected eligible Applicants. The County's goal is to grant Permits to the Applicants that represent the best quality applications as determined by the combined weight of the evaluation criteria. The County intends to grant up to two (2) Permit(s):

- If the number of eligible applications is the same as or less than two (2), then all eligible Applications will be submitted for establishment of Operating Conditions.
- If the number of eligible applications exceeds two (2), then a competitive evaluation process will be conducted in which Applicants are scored and ranked with the Planning Director recommending issuance of a Permit to the highest ranked, eligible applicants that meet the spacing requirements of Section 6.108.030.D.2.
- If the proposed locations of the two highest ranked Applications are within 5 miles of one another, the highest ranked Applicant will be submitted for establishment of Operating Conditions and the second highest ranked application will be deemed ineligible due to failure to comply with the spacing requirement (see Table A, Section C). The Director may then recommend issuance of the second permit to the next highest ranked, eligible applicant(s).

Note that Applicants wishing to propose more than one location must submit complete, separate applications for each proposed location. Each Application will be evaluated separately. (Ordinance Code Section 6.108.110)

2. County Selection Committee ("CSC"): If the number of Eligible Applications exceeds two (2), the CSC will evaluate and score each eligible application in accordance with the Final Evaluation Criteria set forth below in Table B. The CSC will be composed of County staff comprising representatives of the Planning Department, the Environmental Health Department and the Sheriff's

County Selection Committee member: _____ Date _____

Applicant: _____

Office. The evaluation of the Applications shall be within the sole judgment and discretion of the CSC.

All contact during the evaluation phase shall be through CDA-Planning staff only. Applicants shall neither contact nor lobby evaluators during the evaluation process. Attempts by any Applicant to contact and/or influence members of the CSC may result in disqualification of the Applicant.

- 3. **Assessment of Final Evaluation Criteria:** Each of the Final Evaluation Criteria below will be used in ranking and determining the quality of Applications. Applications will be evaluated according to each Final Evaluation Criteria, and scored on the zero to five-point scale outlined below. The scores for all Final Evaluation Criteria will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. An Application with a high weighted total will be deemed of higher quality than an Application with a lesser-weighted total. The final maximum score for any project is 550 points, including the local agricultural community commitment points (maximum 10% of final score).

The Final Evaluation Process may include a two-stage approach comprising an evaluation of the written application and preliminary scoring (Stage 1) to develop a short list of Applicants that will continue to the final stage of oral interviews and site visits (Stage 2). The preliminary scoring will be based on the total points, excluding points allocated to the oral interview and site visit.

If the two-stage approach is used, up to eight Applicants receiving the highest preliminary scores and with at least 200 points will be invited to an oral interview and asked to host a site visit. All other Applicants will be deemed eliminated from the process at this point.

All Applicants will be notified of the short list; however, the preliminary scores at that time will not be communicated.

The zero to five-point scale range is defined as follows:

0	Not Acceptable	Non-responsive, fails to meet RFP specification. The application has no probability of success. If a mandatory requirement this score will result in disqualification of proposal.
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County Selection Committee member: _____ Date _____

Applicant: _____

1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by CSC members.
4	Above Average / Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent / Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

4. **Final Evaluation Criteria:** The Final Evaluation Criteria and their respective weights are as follows:

County Selection Committee member: **TABLE B** Date

FINAL EVALUATION CRITERIA – STAGE 1

Applicant:

	Evaluation Criteria	Weight
A.	<p>Security Plan (Ordinance Code Section 6.108.060.A.11): An adequate Security Plan must contain a detailed description of the proposed security arrangements for ensuring the safety of persons from theft and robbery and protection of the premises from theft and burglary.</p> <p>The Security Plan must:</p> <ul style="list-style-type: none"> • be submitted for review by the Sheriff; • Include a lighting plan showing existing and proposed exterior premises and interior lighting levels; • include alarms and security surveillance cameras; • demonstrate that security video shall be maintained for 30 business days and shall be made available to the Sheriff upon request. The video system for security cameras must be located in a locked, tamper-proof compartment. A professionally monitored robbery alarm system shall be installed and maintained in good working condition; and • Include the provision of a suitable locked safe on the premises for after-hours storage of medical cannabis. <p>In evaluating this criterion, the CSC will have regard to the comments of the Sheriff (Section 6.108.090.A.2).</p>	20 Points
B.	<p>Appropriateness of Site and Design of Proposed Facility (Ordinance Code Section 6.108.060.A.12&13 and 17.06.040, 17.38.030 and 17.40.030, as applicable):</p> <p>The proposed dispensary site:</p> <ul style="list-style-type: none"> • conforms with all applicable zoning requirements, • is consistent with the setbacks required in Sections 6.108.030.D.2 and 6.108.030.E of the County General Code, • provides adequate car parking; 	20 Points

County Selection Committee member: _____ Date _____

Applicant: _____

	<ul style="list-style-type: none"> ● provides adequate customer access from a county road, and through proximity to population centers, ● is consistent with the Floor Area Ratio restrictions in Measure D, included in the land use description section of the East County Area Plan (ECAP), and ● minimizes visual impacts with appropriate measures, including fencing and screening. <p>In evaluating this criterion, the CSC will have regard to the comments of the Community Development Agency in relation to the proposed location's compliance with zoning regulations (Section 6.108.090.A.3).</p>	
<p>C.</p>	<p>Operating Plan (General Code Section 6.108.060.A.21): The Operating Plan must specifically describe how the dispensary will operate consistent with state and local law, including but not limited to:</p> <ul style="list-style-type: none"> ● the minimum staffing levels for operation of the dispensary; ● policies and procedures for record keeping; ● specific details of the dispensary's track and trace program; ● specific details of the dispensary's product testing; ● specific details of the dispensary's proposed odor absorbing ventilation and exhaust systems; ● other relevant information regarding the operation of the proposed dispensary; and ● a copy of the dispensary's labor peace agreement when the dispensary is required by California Business & Professions Code Section 26051.5 to enter into or abide by a labor peace agreement. <p>If the operation of the dispensary is proposed to include the sale of edibles, the Operating Plan must include a description of how the dispensary will achieve compliance with the requirements for the packaging and labelling of</p>	<p style="text-align: right;">20 Points</p>

County Selection Committee member: _____ Date _____

Applicant: _____

	<p>Examples of benefits could include, but are not limited to, supporting or funding community programs, employment and job training programs, local substance abuse, cannabis youth education, or domestic violence programs, or other activities that benefit the residents of the County.</p>	
<p>FINAL EVALUATION CRITERIA – STAGE 2 (OPTIONAL)</p>		
<p>G.</p>	<p>Oral Interview: The oral interview on the Application shall not exceed 60 minutes. The oral interview may include responding to standard and specific questions from the CSC regarding the Application.</p>	<p>10 Points</p>
<p>H.</p>	<p>Site Visit: The CSC may arrange an inspection of the site to enable the CSC to review the Application having regard to relevant site features and constraints.</p>	<p>10 Points</p>
<p>LOCAL AGRICULTURAL COMMUNITY COMMITMENT</p>		
<p>I.</p>	<p>Local Commitment: Points equaling up to ten percent of the Applicant’s total score for the above Final Evaluation Criteria (Stage 1 + Stage 2) will be added based on the extent to which the Applicant(s) demonstrate an historic and/or a long-term commitment to improving the local agricultural community.</p>	<p>Ten Percent (10%)</p>

Notes: _____

County Selection Committee member: _____ Date _____

Applicant: _____

	<p>edibles in Ordinance Code Section 6.108.190.B. In evaluating compliance with Ordinance Code Section 6.108.190, the CSC will have regard to the comments of the Department of Environmental Health (Section 6.108.090.A.2).</p>	
<p>D.</p>	<p>Mitigation of Potential impacts (Ordinance Code Section 6.108.060.A.16):</p> <p>The Application must include a description of the methods by which the applicant will mitigate any potentially adverse impacts, such as loitering, traffic, light, odors or noise, on surrounding property owners.</p> <p>The dispensary shall be designed to provide sufficient odor absorbing ventilation and exhaust systems so that any odor generated inside the dispensary is not detected outside the building in which it operates, on adjacent public rights-of-way or within other units located within the same building as the dispensary if it occupies only a portion of the building.</p> <p>In evaluating this criterion, the CSC will have regard to the comments of the Community Development Agency in relation to the conditions that are needed to mitigate adverse impacts on surrounding uses (Ordinance Code Section 6.106.090.A.3).</p>	<p>10 Points</p>
<p>E.</p>	<p>Environmental Considerations</p> <p>The Application must describe any proposed "green" business practices relating to energy and climate, water conservation, and materials and waste management.</p> <p>Examples of "green" practices could include energy efficiency and renewable energy, the use of green building measures, and conservation and recycling/re-use programs, among others.</p>	<p>5 Points</p>
<p>F.</p>	<p>Community Benefit:</p> <p>Applicants must provide a description of a proposed Community Benefits Program.</p>	<p>5 Points</p>

County Selection Committee member: EB Date 12/13/17

Applicant: GARDEN OF EDEN 3220 ANDRAKE, LLC

	Criteria	0-5 Point scale range	X possible points	Total Points
A	Security Plan	5	20	100
B	Appropriateness of Site and Design of Proposed Facility	4	20	80
C	Operating Plan	5	20	100
D	Mitigation of Potential Impacts	4	10	40
E	Environmental Considerations	5	5	25
F	Community Benefit:	3	5	15
			SUBTOTAL	360
G	Oral Interview:		10	
H	Site Visit:		10	
I	Local Commitment:	8%	10% max	28.8
			GRAND TOTAL	388.8

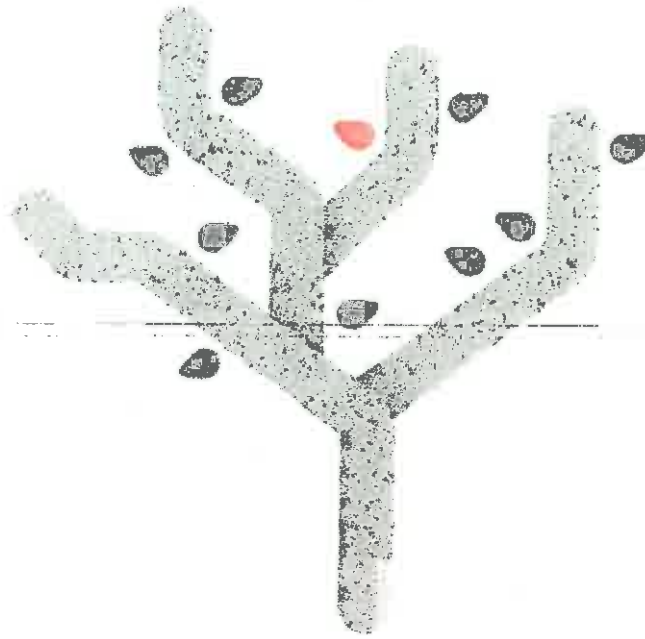
PLN 2017-226

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3220 Andrade, LLC

dba

PUBLIC REVIEW



GARDEN of EDEN

*Application in Response to:
East County MCDOP RFP 2017
~Alameda County~*

1957

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November 13, 2017

Elizabeth McElligott
Alameda County Planning Department
224 West Winton Avenue, Suite 111
Hayward, CA 94544

RE: Exhibit A for a Medical Cannabis Dispensary Application and Submittal Materials in Response to East County MCDOP RFP – 2017

Dear Ms. McElligott

Green Wise Consulting (the “Firm” or “Green Wise”) acting as the authorized representative is presenting Exhibit A for the Application for the East County Dispensary Request for Proposal from 3220 Andrade, LLC dba Garden of Eden (hereinafter the “Applicant”).¹ We have included an amended Exhibit B, as the Business Entity was listed as 3220 Andrade Partners, LLC, but the final documents that we received back from the California Secretary of State for the business formation indicate that the company’s name is 3220 Andrade, LLC. All principal members and pertinent information remains the same.

The Applicant is dedicated to continuing to set the industry standard for medical cannabis dispensary operations in Alameda County. Their mission is to provide patients with a safe and secure location to obtain high quality clean tested cannabis and cannabis products at a fair price from a compassionate, professional and knowledgeable staff. To ensure overall compliance, the Applicant has brought together leading subject matter

¹ APN #096-001-007-14 encompasses both 3200 and 3220 Andrade Road for purposes of the application submission the property will be referenced as 3220 Andrade Road Sunol, CA 94586.

experts in the consulting / legal space to ensure that all County, State and Federal regulations and guidance are followed. Internally, the Applicant along with their team of experts have developed policies and procedures to embrace and advance best commercial practices related to retail operations, community engagement and education resulting in operations which provide the highest quality medicine to enrich the lives of the patient consumers and the overall community of Alameda County.

The Applicant is an experienced retail operator with knowledge of the industry and the community. Having a current permitted and consistently compliant dispensary operation – the original Garden of Eden located in unincorporated Alameda County they are ideally positioned to meet and exceed expectations. The principals are active within the community and have donated both time and money in excess of Fifty Thousand Dollars (\$50,000). The Applicant plans to continue in this spirit of engagement and giving to specifically address the County's strategic priorities - Environment / Sustainability; Safe and Livable Community and Healthy and Thriving Populations; specifically targeting such programs as the APC Multi-Serve Center as further detailed in the Community Benefits Plan.

The business operations plan has been well thought out, addressing standard commercial retail issues as well as those unique to the cannabis industry. The Employee Handbook places safety restraints (including keeping a current registry) on facility employees to ensure that there is strictly NO consumption on the property, that the product is handled in a safe manner that meets and exceeds local and state standards, and that the mission of the company of providing an industry standard for medical cannabis is provided to the greater Alameda community. The County benefits from this because the community is receiving safe, tested and sustainable cannabis and cannabis products.

From a safety perspective the Applicant has recruited the gold standard in industry security to design a customized Security Plan, which covers the operational and physical security of the facility and its self-contained operations. The Applicant's security team conducted an on-site inspection as part of their evaluation process. Security measures include physical and video surveillance with cameras and protocols for cash management and background checks as part of standard employee hiring practices. Every detail in the plan is designed to exceed the standards set by the County and anticipates forthcoming at the state level by embracing the best practices of either same or similar industries. The head of the security and fire team have both reached out start discussions with local fire / police. The Application will appoint a Security Liaison and there information will be kept on file with the County and the Sheriff.

A complete site and floor plan has been provided including elevations of the proposed buildings. The Applicant is investing in full zoning drawings and reaching out to the Fire Prevention Department to ensure that the proper fire suppression system are used for the proposed construction build out using Agricultural Industrial Modern style with recycled shipping containers for environmental benefit. All the details are clearly detailed in the plans.

The property has been vetted, taking into consideration all the potential impacts. The property has been used for non-agricultural commercial purposes for over twenty years – driving range. The surrounding uses are commercial in nature with a construction and cement company as well as gas station and convenience store. The Applicant is committed to invest in the property’s agricultural history as the remaining property will be offered to California State University East Bay Department of Geography and Environmental Studies, and/or local community colleges as a means to test progressive cutting-edge agricultural methodologies, which can be used by the larger agricultural community. In the event, that the college is unable to use part of the land, the Applicant will commit to working with the property owner to evaluate the viability of using the land for other agricultural uses. The facility is designed with security in mind as the shipping and receiving and employee parking is enclosed with a secured gate access. All other potential adverse impacts have also been addressed noise (Utilizing Hammitt & Eddison to find any sound impacts at the receptor properties; and using deployment of technology to minimize sounds) traffic (encouraging carpooling as a benefit enhancement) and the property has an existing water source sufficient for the proposed use.

The Applicant has provided a listing of cannabis and cannabis products they intend on carrying and patient and staff education materials which the Applicant worked with a knowledgeable medical professional to draft. The Applicant intends to impose its own testing rhetoric to fulfill its mission of safe and clean tested medication. They intend to seek out organically grown cannabis and work with local and state compliant distributors.

The Applicant is committed to using “Green” construction procedures where applicable for construction, design, decorating of the building – including the use of a green wall for the entry, which is aesthetically pleasing and environmentally sustainable. Development and build out would include low flow toilets, use of reclaimed materials where applicable and construction practices that reduce construction waste. The Applicant is also interested in obtaining solar panels as a power alternative if available and permissible.

The index is included as the first tab as Exhibit 1 and acts as a guide to assist in locating the supporting documents for the Application. The Firm will maintain a complete set of the documents in the event that an additional set of documents is necessary in the review process.

Please, feel free to contact Pamela Epstein at (520) 904-1482 (pamela@gwcpro.com).

Thank you for your time and thoughtful consideration.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Pamela N. Epstein', with a long, sweeping horizontal line extending to the right.

Pamela N. Epstein, Esq., LL.M.

Exhibit 3
Attachments A- M
3220 Andrade, LLC
dba



GARDEN of EDEN

East County MCDOP RFP 2017

Exhibit A:

Application Response Packet

EXHIBIT A

APPLICATION RESPONSE PACKET

East County MCDOP RFP 2017

To: The County of Alameda, Community Development Agency

From: 3220 ANDRADE, LLC dba Garden of Eden

(Official Name of Applicant)

- **AS DESCRIBED IN THE SUBMITTAL OF APPLICATIONS SECTION OF THIS RFP, APPLICANTS ARE TO SUBMIT ONE ORIGINAL HARDCOPY APPLICATION (EXHIBIT A – APPLICATION RESPONSE PACKET), INCLUDING ADDITIONAL REQUIRED DOCUMENTATION), WITH ORIGINAL INK SIGNATURES, PLUS 6 COPIES AND ONE ELECTRONIC COPY OF THE APPLICATION IN PDF**
- **ALL PAGES OF THE APPLICATION RESPONSE PACKET (EXHIBIT A) MUST BE SUBMITTED IN TOTAL WITH ALL REQUIRED DOCUMENTS ATTACHED THERETO; ALL INFORMATION REQUESTED MUST BE SUPPLIED**
- **EACH APPLICANT MUST SIGN AND SUBMIT THE APPLICANT INFORMATION AND ACCEPTANCE FORM BELOW**
- **EACH LANDOWNER MUST SIGN AND SUBMIT THE LANDOWNER INFORMATION AND ACCEPTANCE FORM BELOW**
- **ALL NOTATIONS MUST BE PRINTED IN INK OR TYPEWRITTEN; ERRORS MAY BE CROSSED OUT AND CORRECTIONS PRINTED IN INK OR TYPEWRITTEN ADJACENT, AND MUST BE INITIALED IN INK BY PERSON SIGNING THE APPLICATION**

APPLICANT INFORMATION AND ACCEPTANCE

Official Name of Applicant: 3220 ANDRADE, LLC dba Garden of Eden

Street Address Line 1: 3200/3220 Andrade Road

Street Address Line 2: _____

City: SUNOL State: CA Zip Code: 94586

Webpage (if applicable): N/A

Type of Entity / Organizational Structure (check one):

- | | |
|---|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Partnership |
| <input checked="" type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Non-Profit |
| <input type="checkbox"/> Other: _____ | |

Jurisdiction of Organization Structure: California

Date of Organization Structure: 11/01/2017

Primary Contact Information:

Name / Title: Pamela N. Epstein/Authorized Representative / Green Wise Consulting

Telephone Number: 520-904-1482 Fax Number: N/A


E-mail Address: pamela@gwcpco.com

[SIGNATURE AND ADDITIONAL INFORMATION AND ACCEPTANCE FOLLOW ON NEXT PAGE]

APPLICANT INFORMATION AND ACCEPTANCE (CONTINUED)

1. The undersigned Applicant declares that the Application Documents, including, without limitation, the RFP, Addenda, and Exhibits have been read.
2. The undersigned Applicant has reviewed the Application Documents and fully understands the requirements in this RFP.
3. The undersigned Applicant authorizes the County, its agents and employees, to seek verification of the information contained in the Application.
4. The undersigned Applicant agrees to hold harmless and indemnify the County from all costs and expenses including attorney's fees that the County may incur in connection with processing the Applicant's Application.
5. The undersigned Applicant declares, under penalty of perjury, that:
 - a. I am the Applicant or have legal authority to sign on behalf of the Applicant;
 - b. The Applicant has the ability to comply with laws regulating businesses in the state of California and shall maintain compliance with all relevant laws during the term of the permit;
 - c. The Applicant and every person listed in the Application as an owner (being a person with an ownership interest of more than ten (10) percent in the proposed dispensary), manager, supervisor or employee has not been convicted of a felony within the past three years; and
 - d. The Applicant is at least eighteen (18) years of age.
6. The undersigned Applicant certifies, under penalty of perjury, that:
 - a. All the information contained in this Application is true and correct; and
 - b. The Applicant has reviewed and understands and accepts the standard conditions set forth in the Alameda County Ordinance Code Section 6.108.120.

SIGNATURE: _____



Name and Title of Signer: _____

Authorized Representative

Dated this _____

12

day of _____

November

2017

REQUIRED DOCUMENTATION AND SUBMITTALS

All of the documentation listed below is required. Applicants shall submit all documentation, in the order listed below and clearly label each section with the appropriate title (i.e. Table of Contents).

- 1. **Table of Contents:** Application responses shall include a table of contents listing the individual sections of the Application and their corresponding page numbers. Tabs should separate each of the individual sections.
- 2. **Letter of Transmittal:** Application responses shall include a description of Applicant's capabilities and approach and provide a brief synopsis of the highlights of the Application and overall benefits of the Application to the County. This synopsis should not exceed three pages in length and should be easily understood.
- 3. **Exhibit A – Application Response Packet:** Every Applicant must complete and submit the complete Exhibit A – Application Response Packet, which includes the following components:
 - (a) **Applicant Information and Acceptance**

The Applicant Information and Acceptance on pages 2 to 3 of Exhibit A (above) shall be completed and signed by the Applicant and submitted as Item (a) in the Application Response Packet.
 - (b) **Landowner Information and Acceptance**

The Landowner Information and Acceptance on page 4 of Exhibit A (above) must be completed and signed by each owner of the land where the cannabis dispensary is proposed. If the site has more than one owner, provide a completed Landowner Information and Acceptance for each landowner and clearly identify the total number and names of all relevant landowners. The completed and signed page 4 (plus any additional pages for additional landowners) shall be submitted as Item (b) in the Application Response Packet.
 - (c) **Applicant and Employee Information**

Exhibit B – Applicant and Employee Information was required to be completed, signed and submitted prior to filing this portion of the Application. The Applicant shall submit an exact copy of the previously submitted Exhibit B as Item (c) in the Application Response Packet.
 - (d) **Security Plan**

A Security Plan shall be submitted as Item (d) in the Application Response Packet. The Security Plan shall respond to the requirements of Section 6.108.060.A.11 of the Alameda County Ordinance Code.

(e) Floor Plan

A Floor Plan shall be submitted as Item (e) in the Application Response Packet. The Floor Plan shall respond to the requirements of Section 6.108.060.A.12 of the Alameda County Ordinance Code.

(f) Description of External Appearance

A Description of External Appearances shall be submitted as Item (f) in the Application Response Packet. The Description of External Appearances shall respond to the requirements of Section 6.108.060.A.13 of the Alameda County Ordinance Code.

(g) Description of Products

A Description of Products shall be submitted as Item (g) in the Application Response Packet. The Description of Products shall respond to the requirements of Section 6.108.060.A.14 of the Alameda County Ordinance Code.

(h) Mission Statement

A Mission Statement shall be submitted as Item (h) in the Application Response Packet. The Mission Statement shall respond to the requirements of Section 6.108.060.A.15 of the Alameda County Ordinance Code.

(i) Mitigation Measures

A statement of Mitigation Measures shall be submitted as Item (i) in the Application Response Packet. The Mitigation Measures shall respond to the requirements of Section 6.108.060.A.16 of the Alameda County Ordinance Code.

(j) Operating Plan

An Operating Plan shall be submitted as Item (j) in the Application Response Packet. The Operating Plan shall respond to the requirements of Section 6.108.060.A.21 of the Alameda County Ordinance Code.

(k) Environmental Considerations

A statement of Environmental Considerations shall be submitted as Item (k) in the Application Response Packet. The statement of Environmental Considerations shall respond to Section E of the Final Evaluation Criteria contained in the RFP.

(l) Community Benefit

A statement of Community Benefit shall be submitted as Item (l) in the Application Response Packet. The statement of Community Benefits shall respond to Section F of the Final Evaluation Criteria contained in the RFP.



(m) Local Commitment

If applicable, a statement of Local Commitment shall be submitted as **Item (m)** in the Application Response Packet. The statement of Local Commitment shall respond to Section I of the Final Evaluation Criteria contained in the RFP.

If the Applicant does not seek to apply for the additional points available in the evaluation process to Applications that respond to the Local Commitment criteria, the Applicant shall submit as **Item (m)** a statement that this criteria is not applicable.

EXHIBIT A APPLICATION RESPONSE PACKET

East County MCDOP RFP 2017

To: The County of Alameda, Community Development Agency

From: 3220 ANDRADE, LLC dba Garden of Eden

(Official Name of Applicant)

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APPLICANT INFORMATION AND ACCEPTANCE

Official Name of Applicant: 3220 ANDRADE, LLC dba Garden of Eden

Street Address Line 1: 3320 ANDRADE

Street Address Line 2: _____

City: SUNOL State: CA Zip Code: 94586

Webpage (if applicable): N/A

Type of Entity / Organizational Structure (check one):

- | | |
|---|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Partnership |
| <input checked="" type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Non-Profit |
| <input type="checkbox"/> Other: _____ | |

Jurisdiction of Organization Structure: California

Date of Organization Structure: 11/01/2017

Primary Contact Information:

Name / Title: Pamela N. Epstein/Authorized Representative

Telephone Number: 520-904-1482 Fax Number: N/A

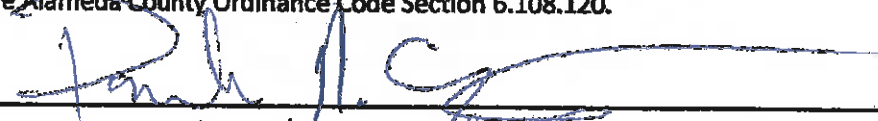
E-mail Address: pamela@gwcpco.com

[SIGNATURE AND ADDITIONAL INFORMATION AND ACCEPTANCE FOLLOW ON NEXT PAGE]

APPLICANT INFORMATION AND ACCEPTANCE (CONTINUED)

1. The undersigned Applicant declares that the Application Documents, including, without limitation, the RFP, Addenda, and Exhibits have been read.
2. The undersigned Applicant has reviewed the Application Documents and fully understands the requirements in this RFP.
3. The undersigned Applicant authorizes the County, its agents and employees, to seek verification of the information contained in the Application.
4. The undersigned Applicant agrees to hold harmless and indemnify the County from all costs and expenses including attorney's fees that the County may incur in connection with processing the Applicant's Application.
5. The undersigned Applicant declares, under penalty of perjury, that:
 - a. I am the Applicant or have legal authority to sign on behalf of the Applicant;
 - b. The Applicant has the ability to comply with laws regulating businesses in the state of California and shall maintain compliance with all relevant laws during the term of the permit;
 - c. The Applicant and every person listed in the Application as an owner (being a person with an ownership interest of more than ten (10) percent in the proposed dispensary), manager, supervisor or employee has not been convicted of a felony within the past three years; and
 - d. The Applicant is at least eighteen (18) years of age.
6. The undersigned Applicant certifies, under penalty of perjury, that:
 - a. All the information contained in this Application is true and correct; and
 - b. The Applicant has reviewed and understands and accepts the standard conditions set forth in the Alameda County Ordinance Code Section 6.108.120.

SIGNATURE:



Name and Title of Signer:

Authorized Representative

Dated this

12

day of

November

2017

REQUIRED DOCUMENTATION AND SUBMITTALS

All of the documentation listed below is required. Applicants shall submit all documentation, in the order listed below and clearly label each section with the appropriate title (i.e. Table of Contents).

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The Applicant Information and Acceptance on pages 2 to 3 of Exhibit A (above) shall be completed and signed by the Applicant and submitted as Item (a) in the Application Response Packet.
 - (b) **Landowner Information and Acceptance**

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 - (c) **Applicant and Employee Information**

Exhibit B – Applicant and Employee Information was required to be completed, signed and submitted prior to filing this portion of the Application. The Applicant shall submit an exact copy of the previously submitted Exhibit B as Item (c) in the Application Response Packet.
 - (d) **Security Plan**

A Security Plan shall be submitted as Item (d) in the Application Response Packet. The Security Plan shall respond to the requirements of Section 6.108.060.A.11 of the Alameda County Ordinance Code.

(e) Floor Plan

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If the Applicant does not seek to apply for the additional points available in the evaluation process to Applications that respond to the Local Commitment criteria, the Applicant shall submit as Item (m) a statement that this criteria is not applicable.

LANDOWNER INFORMATION AND ACCEPTANCE

1. The undersigned Landowner declares, under penalty of perjury, that:
- a. I am the owner of the proposed dispensary site identified in Exhibit A;
 - b. I consent to the proposed use of the land by the Applicant for the purpose of a medical cannabis dispensary.

If the site has more than one landowner, the signature of each landowner is required. Provide a completed Landowner Information and Acceptance for each landowner and clearly identify the total number and names of all relevant Landowners.

Official Name of Landowner: Franco Family Trust 2010

Street Address Line 1: 3220 ANDRADE RD

Street Address Line 2: _____

City: Sunol State: _____ Zip Code: 94588

Type of Entity / Organizational Structure (check one):

- | | |
|---|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Non-Profit |
| <input checked="" type="checkbox"/> Other: <u>Trust</u> | |

Jurisdiction of Organization Structure: California

Date of Organization Structure: 2010

Primary Contact Information:

Name / Title: John Franco

Telephone Number: (925)200-5070 Fax Number: _____

E-mail Address: Jfr2202861@aol.com

SIGNATURE: 

Name and Title of Signer: Maria Franco

Dated this Monday 13th day of November 2017

COMMERCIAL GROUND LEASE
By and Between the Franco Family 2010 Trust
and 3220 Andrade, LLC

The Franco Family 2010 Trust (hereinafter "Landlord") hereby leases to 3220 Andrade, LLC (hereinafter "Tenant"), and Tenant hereby leases from Landlord, for the term and on the rents, conditions, and provisions herein contained that certain real property situated in 3220 Andrade Road, Sunol, Alameda County, California, and described in Exhibit A attached hereto, together with any and all rights, privileges, easements, and appurtenances (collectively, the "Premises").

Landlord and Tenant hereby agree as follows:

Article 1
DEFINITIONS

Capitalized terms used in the recitals and elsewhere in this Lease will have the meanings ascribed to them when first used either in this Lease or its exhibits or, if not defined when first used, in the following list of definitions:

- 1.1 Additional Rent.** Defined in section 4.4.
- 1.2 Affiliate.** An "Affiliate" of a party means any person or entity that directly or indirectly controls, is controlled by, or is under common control with such party. The words "controlling," "controlled," and "control" will have the meanings given them under the Securities Exchange Act of 1934 (15 USC § 78a *et seq.*), as amended. The word "control" also will mean with respect to a corporation or limited liability company, the right to exercise, directly or indirectly, more than 50 percent of the voting rights attributable to the shares of the controlled corporation or membership interests in the limited liability company, as the case may be, and with respect to a person or entity that is not a corporation or limited liability company, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled entity.
- 1.3 Base Rent.** The rent set forth in section 4.1.
- 1.5 Environmental Laws.** All present or future federal, state, and local laws or regulations related to the protection of health or the environment, including but not limited to the Resource Conservation and Recovery Act of 1976 (RCRA) (42 USC § 6901 *et seq.*), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 USC § 9601 *et seq.*), the Toxic Substances Control Act (15 USC § 2601 *et seq.*), the Clean Water Act (33 USC § 1251 *et seq.*), the Clean Air Act (42 USC § 7401 *et seq.*), amendments to the foregoing, and any rules and regulations promulgated thereunder, excluding the federal controlled substances act.
- 1.6 Improvements.** Any and all buildings, structures, parking areas, driveways, walks, and other improvements of any kind or nature located on the Premises from time to time.
- 1.7 Landlord Party.** Any employee, agent, or contractor of Landlord.
- 1.8 Legal Requirements.** All applicable present and future laws, ordinances, orders, rules, regulations, codes, and requirements of all state, and municipal governments, departments, commissions, boards, and officers, that now or hereafter apply to the Premises, the Improvements, any component hereof, or any activity thereon conducted, including but not limited to those pertaining to Environmental Laws.
- 1.9 Rent.** Base Rent and all Additional Rent.
- 1.10 Tenant Party.** Any employee, agent, contractor, invitee, or licensee of Tenant.
- 1.11 Term.** The "Initial Term" (defined in section 3.1) and the "Extension Term" (defined in section 3.2) if Tenant exercises its option to extend the Initial Term.

Article 2 IMPROVEMENTS

2.1 Tenant's Rights. Tenant will have the right, at any time and from time to time during the term of this Lease, at its own cost and expense, to construct, reconstruct, demolish, remove, replace, remodel, or rebuild on any part or all of the Premises the Improvements as Tenant in Tenant's sole discretion considers appropriate. Without limiting the foregoing, Tenant may demolish any Improvements existing on the Premises as of the date of this Lease. Construction of any Improvements will be undertaken in compliance with all Legal Requirements and will be performed in a good and professional manner.

2.2 Landlord's Obligations. Landlord will cooperate with Tenant in all respects in connection with construction of the Improvements. Landlord will execute the applications and other instruments reasonably necessary for construction of the Improvements, but Landlord will not be required to pay any application fees or incur any other costs or liability in connection with the Improvements beyond Landlord's fees for any professional advice Landlord desires. Landlord will appear as a witness in any legal or administrative proceedings to the extent reasonably necessary to construct the Improvements.

2.3 Cooperation with Government or Public Authority. If and when any governmental or any other public authority requires the execution and delivery of any instrument to evidence or consummate the dedication of any street adjoining the Premises, or if and when any governmental or any other public authority or any utility company requires the execution and delivery of any rights-of-way, easements, or grants in, over, or along any such streets or in, over, under, or through the Premises (except any that may run under the Improvements) for the purpose of providing water, gas, steam, electricity, telephone, storm and sanitary sewer, or any other necessary or desirable service or facility for the benefit of the Premises or the Improvements, then both parties, without cost to either party, will execute, acknowledge, and deliver any instrument or document that may be required.

2.4 Tenant's Rights to Improvements after Lease Terminates. All Improvements that Tenant may construct on the Premises will be the property of Tenant during the term hereof and may be demolished, changed, altered, or removed, and any such Improvements remaining on the Premises at the expiration or earlier termination of this Lease (if any) will become a part of the realty and will be the property of Landlord. Tenant need not restore the Premises to their former condition following any such construction, demolition, change, alteration, improvement, or removal.

Article 3 LEASE TERM

3.1 Initial Term. The initial term ("Initial Term") of this Lease will commence on the date hereof 1/1/2018 (hereinafter the "Commencement Date") and end on the last day of the calendar month that is ten (10) years following the Commencement Date.

3.2 Extension Option. Tenant will have three (3) options to extend this Lease for five (5) successive years each (each an "Extension Term").

3.2.1 The first Extension Term will commence on the first day following the expiration of the Initial Term (the "Extension Commencement Date"); subsequent Extension Terms will commence on the first day following the expiration of the previous Extension Term.

3.2.2 Tenant will exercise the option to extend, if at all, by giving Landlord written notice of such exercise no than thirty (30) days before the applicable Extension Commencement Date.

3.2.3 Upon exercise of the option to extend, the term of this Lease will be extended through the expiration date of the Extension Term, on the same terms and conditions as contained in this Lease, except for Base Rent (which will be determined in accordance with section 4.5).

3.2.4 Upon the exercise of each extension option in accordance with this section, the parties will execute and deliver an amendment to this Lease setting forth such fact and the Base Rent for that Extension Term.

3.3 Holding Over. Any holding over after the expiration of the Initial Term or Extension Term (if exercised), with the written consent of Landlord, will be construed to be a tenancy from month to month, at the Base Rent payable for the period immediately before the expiration of the Term and will otherwise be on the terms and conditions of this Lease. If Landlord consents to any such holding over, either party may thereafter terminate the tenancy at any time on 30 days' advance written notice.

Article 4 RENT

4.1 Base Rent. Base Rent for the Premises will be \$ 12,000 per year, with a monthly rental payment of \$ 1,000.

4.2 Payment of Base Rent. Base Rent will be payable in advance, commencing on the Commencement Date subject to adjustment in accordance with section 4.3, and thereafter on the first day of each month through the Term, without notice or demand, and without deduction or setoff of any amount except as provided otherwise in this Lease. If the Commencement Date is a day other than the first day of a month, Base Rent payable on the Commencement Date will be prorated based on the number of days that will elapse during that month after the Commencement Date.

4.3 Additional Rent. Tenant will also pay from the Commencement Date, without abatement, deduction, or setoff except as otherwise provided in this Lease, all sums, impositions, costs, and other payments that Tenant in any of the provisions of this Lease assumes or agrees to pay, including Taxes (defined below) and the cost of insurance required by the terms of this Agreement (collectively, "Additional Rent"). In the event of nonpayment of any Additional Rent, Landlord will have, in addition to all other rights and remedies, all the rights and remedies provided for in this Lease or by law in the case of nonpayment of Base Rent.

4.4 Base Rent during Extension Term. Base Rent for the Extension Term, if the option to extend the Initial Term or subsequent Extension Terms is exercised, will be the Base Rent of the Initial Term or the Base Rent of the previous Extension Terms, plus a 1.5% increase of the Base Rent amount paid during the immediately preceding Term. Landlord will further adjust the Base Rent paid during the previous Term in the same percentage as the increase, if any, in the Consumer Price Index (the "Index") published by the United States Department of Labor, Bureau of Labor Statistics. The change will be computed by comparing the schedule entitled "U.S. City Average, All Items, All Urban Consumers, 1982-84 = 100" for the latest available month preceding the month in which the Extension Term commenced with the same figure for the same month in the years for which the adjustment is computed. All comparisons will be made using Index figures derived from the same base period, and in no event will this provision operate to decrease the Base Rent for the Premises below the initial stated Base Rent.

4.5 Place of Payment. All Rent must be paid in lawful money of the United States at the address of Landlord set forth in this Lease, or at such other place as Landlord may from time to time designate by notice to Tenant. Rent will be deemed paid on the date received by Landlord.

4.6 Late Charge and Interest. If any Rent or other sum payable by Tenant to Landlord is not paid within five days of the date when first due, Tenant will pay to Landlord an additional sum equal to 3 percent of the sum payable. The parties agree that the late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of the late payment. Collection of the late charge will not be considered a waiver of default nor of any other right or remedy.

4.7 Net Rent. As more particularly provided in this Lease, Rent is intended to be a return to Landlord throughout the Term net of any property taxes, insurance premiums, and certain other expenses of the Premises as defined herein.

Article 5
USE

5.1 Tenant's Rights. Tenant will have the right to use the Premises for any lawful purpose for which a limited liability company may be formed within the State of California. In particular, the parties agree that the Premises may be used for a cannabis dispensary, or other cannabis business, as provided under California state law.

5.2 Prohibited Uses. Tenant will not use or occupy, or permit or suffer all or any part of the Premises or the Improvements to be used or occupied (1) for any unlawful or illegal business, use, or purpose under California State law; (2) in any such manner to constitute a nuisance of any kind; or (3) for any purpose or in any way in violation of the Certificate of Occupancy, or of any Legal Requirements, including but not limited to Legal Requirements respecting Hazardous Substances.

5.3 Public Use. Tenant will not suffer or permit the Premises or the Improvements or any portion to be used by the public without restriction or in any manner as might reasonably tend to impair Landlord's title to the Premises or Improvements or any portion, or in any manner as might reasonably make possible a claim or claims of adverse usage, adverse possession, or prescription by the public or of implied dedication, of the Premises or Improvements or any portion. Tenant acknowledges that Landlord does not consent, expressly or by implication, to the unrestricted use or possession of the whole or any portion of the Premises or Improvements by the public.

Article 6
HAZARDOUS MATERIAL

6.1 Use of Premises. Tenant will not cause or permit any Hazardous Material to be brought on, kept, or used in or about the Premises or Improvements by Tenant, any Tenant Party or Permitted Subtenant, or any other person, that are not necessary or useful to Tenant's business or the business of a Permitted Subtenant. With respect to those Hazardous Materials that are permitted under the preceding sentence, the same will be used, kept, stored, and disposed of in the manner that complies with all Legal Requirements relating to the use, storage, and disposition of Hazardous Material.

6.2 Tenant Liability. If Tenant breaches the obligations stated in section 6.1, or if the presence of any Hazardous Material on the Premises or Improvements caused or permitted by Tenant, Tenant Party, or Permitted Subtenant results in any illegal contamination of the Premises or the Improvements, or any other private or public property, including without limitation sewers or streets, or if contamination of the Premises or Improvements by a Hazardous Material otherwise occurs for which Tenant is legally liable to Landlord or to any third party for damages resulting therefrom, then Tenant will indemnify, defend, and hold Landlord harmless from and against any and all claims, judgments, damages, penalties, fines, costs, expenses, liabilities, or losses (including without limitation diminution in value of the Premises or Improvements, damages for the loss or restriction on use of the Premises or Improvements, damages arising from any adverse impact on any marketing of space in the Building and sum paid in settlement of claims, attorney fees, consulting fees, and expert fees) that arise during or after the Term as a result of or in connection with such contamination. The foregoing indemnification of Landlord by Tenant includes without limitation costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required or recommended by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or on or under the Premises or the Improvements.

6.3 Remedial Action. Tenant will promptly take any and all actions, at Tenant's sole cost and expense, as are necessary or appropriate to return the Premises and the Improvements and any other private or public facilities to the condition existing before the introduction of any Hazardous Material to the Premises or Improvements; however, Landlord's approval of such actions must first be obtained, which approval will not be unreasonably withheld, conditioned, or delayed if the actions would not

potentially have any material adverse long-term or short-term effect on the Premises or Improvements or any other private or public facilities. All contractors, laboratories, and engineering firms (collectively, "Consultants") that Tenant chooses to undertake any remedial action that may be necessary or appropriate on or about the Premises or Improvements or any other private or public facilities must be approved by Landlord before their employment by Tenant, which approval will not be unreasonably withheld, conditioned, or delayed. If Landlord disapproves of Tenant's choice of Consultants, Landlord may select its own Consultants and employ them at Tenant's expense. Duplicate copies of all reports and findings Consultants make with regard to the condition of the Premises or Improvements or any other private or public facility will be delivered to Landlord simultaneously with delivery to Tenant. Tenant will have the Consultants do the work at Tenant's sole risk and will indemnify and hold Landlord and all Landlord Parties harmless from and against any and all loss, cost, liability, damage, and expense relating to or arising from any damage or injury to Landlord, the Consultants, or the agents of either of them, or any liability incurred by any of them or any claim by Landlord or any Landlord Party by reason of the work conducted by the Consultants. Tenant will not be responsible for and will have no obligations under this Article 6 for any Hazardous Material located on or under the Premises as of the Commencement Date. Landlord represents and warrants that to the best of its knowledge, the Premises are not currently contaminated with any Hazardous Material in any actionable quantity.

Article 7 SERVICES

Landlord will not be required to provide any services to the Premises or Improvements except as expressly provided herein. Tenant will arrange for its own accounts with utility service providers and for its own janitorial service and any other services as are necessary or appropriate for use of the Premises and Improvements by Tenant and any and all Permitted Subtenants. Tenant will be responsible for timely payment in full of all charges for utility and other services provided to the Premises and Improvements. Landlord will not be liable and responsible for any interruption of any utility or other kind of service provided by third parties except to the extent that Landlord causes the interruption and Landlord fails to avoid or cure the interruption as soon as reasonably possible after becoming aware of the interruption. With respect to any interruption for which Landlord is liable and responsible, Rent will be abated if the interruption continues for more than 24 consecutive hours to the extent the interruption thereafter interferes with Tenant's business. If Landlord is unable to cure an interruption of service(s) caused by Landlord that are essential to Tenant's intended use of the Premises and Improvements within 180 days, then Tenant will have the option of terminating this Lease by providing written notice thereof to Landlord.

Article 8 REPAIRS AND MAINTENANCE

8.1 Repair, Replacement, and Maintenance Requirement.

Tenant will maintain, repair, and replace the Premises and the Improvements as necessary to keep them in good order, condition, and repair throughout the entire Term. Tenant's obligations will extend to both structural and nonstructural items and to all maintenance, repair, and replacement work, including but not limited to unforeseen and extraordinary items.

8.2 Landlord's Assignment of Rights. Landlord assigns to Tenant, without recourse, such rights, if any, Landlord may have against any parties causing damage to the Premises or the Improvements to sue for and recover amounts expended by Tenant as a result of the damage.

Article 9
LIENS

Tenant covenants to keep the Premises and Improvements free from all construction liens and all other liens of any type whatsoever arising out of Tenant's repair, alteration, maintenance, and use of the Premises and Improvements. If a lien is filed, Tenant will, within 30 days after knowledge of the filing, secure the discharge of the lien or deposit a sufficient corporate surety bond in an amount required by California law to remove the lien. If Tenant fails to discharge or bond off the lien, Landlord will have the right to pay the amount of the lien and Tenant will promptly reimburse Landlord for any such payment by Landlord, together with all costs and fees (including attorney fees) that Landlord incurred in connection with the lien. Any amount payable by Tenant under this provision should be considered Additional Rent from the date incurred or paid by Landlord, until reimbursed in full by Tenant. Landlord reserves the right to post notices of non-responsibility under the lien laws of the state of California.

Article 10
TAXES AND ASSESSMENTS

10.1 Taxes.

10.1.1 Taxes Defined. As used in this lease, the terms "Tax" and "Taxes" mean any and all taxes, service payments in lieu of taxes, general or special assessments, excise taxes, transit charges, utility assessments, and any and all charges, levies, fees, costs, or charges, general or special, ordinary or extraordinary, of any kind that are levied or imposed by any laws, rules, or regulations of any federal, state, or local authority on the Premises or the Improvements, or based on or otherwise in connection with the use, occupancy, or operations of the Premises or Improvements, or with respect to services or utilities in connection with the use, occupancy, or operations of the Premises or Improvements, or on Landlord with respect to the Premises or Improvements, or on any act of leasing space in the Building, or in connection with the business of renting space in the Building, including any tax on rents, whether direct or as a part of any "gross receipts" tax and whether or not in lieu of, in whole or in part, ad valorem property taxes. Taxes will include, but not be limited to, state and local real-property taxes, levies, and assessments and any tax, fee, or other excise, however described, that may be levied or assessed in lieu of, or as a substitute, in whole or in part, for, or as an addition to, any other taxes, and all other governmental impositions and governmental charges of every kind and nature relating to the Premises or Improvements, including, but not limited to any road user or transportation system maintenance fee and any charges or fees measured by trip generation or length, parking spaces, impervious surfaces, buildings, vehicle usage, or similar bases for measurement. Subject to the exceptions set forth below, Taxes will not include the following items that Landlord will pay: (1) inheritance or estate taxes imposed on or assessed against Landlord in connection with the Premises or Improvements, or (2) taxes computed on the basis of income derived from the Premises or Improvements by Landlord other than a tax on rents as described above.

10.1.2 Payment of Taxes. Throughout the Term, Tenant will pay all Taxes as they become due. If by law any Tax is payable, or may at the option of the taxpayer be paid, in installments, Tenant may pay the same in installments as each installment becomes due and payable, but in any event before any fine, penalty, interest, or cost may be added for nonpayment of any installment or interest. Taxes for the year in which this Lease commences and expires will be prorated between the parties as of the Commencement Date or expiration date as the case may be and, on the Commencement Date, Tenant will pay its pro rata share of the current year's taxes.

10.1.3 Payment of Special Assessments. Tenant will pay installments for special assessments for local capital improvements such as local improvement districts or

reimbursement districts that come due during the Term of this Lease based on the maximum number of installments allowed by law for the special assessment.

10.1.4 Contesting Taxes. If Tenant in good faith desires to contest the validity or the amount of any Tax, Tenant will be permitted to do so by giving to Landlord written notice thereof before commencement of such contest. Landlord will, at Tenant's expense (including reimbursement of attorney fees reasonably incurred by Landlord), cooperate with Tenant in any such contest to the extent that Tenant may reasonably request, but Landlord will not be subject to any liability for the payment of any costs or expenses in connection with any proceeding brought by Tenant, and Tenant will indemnify and hold Landlord harmless from any such costs or expenses. Any rebates on account of the Taxes required to be paid and paid by Tenant under the provisions of this Lease will belong to Tenant, except that to the extent any rebates or refunds are related to a period of time in which this Lease is not in effect (either before commencement or after expiration or termination), the portion of the rebate attributable to such time will be returned to Landlord to the extent previously paid by Landlord. Any contest about the validity or amount of any Tax, or assessed valuation on which the Tax was computed or based, whether before or after payment, may be made by Tenant in the name of Landlord or of Tenant, or both, as Tenant will determine.

10.1.5 Evidence of Payment. Promptly after payment, Tenant will provide Landlord with evidence reasonably satisfactory to Landlord that all Taxes required to be paid by Tenant have been paid.

Article 11 INSURANCE

11.1 Property Insurance Provision. Tenant will at all times after the Commencement Date, and at Tenant's sole expense, keep all Improvements insured against loss or damage by property insurance written on the standard ISO "Special Form" policy, or its nearest equivalent in use at the time. Tenant will obtain endorsements to its special form policy to maintain the following types of coverage to the extent available at commercially reasonable rates: (1) flood, (2) earthquake, (3) business income, (4) indirect loss, (5) boiler and machinery perils, and (6) ordinance and law. The property insurance will cover full replacement value of the Improvements, less a deductible not to exceed \$ 10,000 . In the event of loss, Tenant will be solely responsible for payment of any applicable deductible if the Tenant or any Tenant Party causes the loss. The policy will not contain a coinsurance requirement. The insurance will require loss payable to Landlord and Tenant as their interests may appear. Any loss adjustment must require written consent of both parties, which consent will not be unreasonably withheld, conditioned, or delayed. The property insurance will cover the perils and contain such endorsements, exclusions, and other terms and conditions as are customary and generally prevailing from time to time for comparable buildings in the area in which the Property is located. The amount of insurance policy will be increased from time to time as the full replacement value of the Improvements increases.

11.2 Liability Insurance. Tenant, at its expense, will maintain at all times during the Term of this Lease commercial general liability insurance in respect of the Premises, Improvements, and conduct or operation of its business, naming Landlord as an additional insured, with a limit of loss of at least \$1,000,000 combined single-limit coverage for personal injury and property damage. The insurance will include contractual liability coverage in such amount for the Tenant's indemnification obligations contained herein and will name Landlord as an additional insured. Tenant will furnish certificates of the insurance to Landlord on reasonable request from time to time. The certificates will provide that the insurance will not be canceled except on at least 10 days' prior written notice to Landlord.

Article 12
EMINENT DOMAIN

12.1 Partial Taking. If a portion of the Premises or Improvements are taken or appropriated under the power of eminent domain or conveyed in lieu of condemnation, then Tenant will have the right, exercisable by providing written notice thereof to Landlord within 60 days after notice of the taking, to terminate this Lease effective as of the date on which title vests in the condemning authority should (1) more than 25 percent of the Premises or the ground floor area of any building or buildings constituting the Improvements be taken; or (2) any portion of the Premises or any Improvements be taken, which, in the reasonable discretion of Tenant, materially impedes or affects the conduct of Tenant's business as theretofore conducted on the Premises.

Otherwise, this Lease will continue and Base Rent will be reduced in proportion to the reduction in value of the Premises as an economic unit on account of the partial taking as of the date on which title vests in the condemning authority.

12.2 Total Taking. If the entire Premises and Improvements, or a portion thereof sufficient to render the remaining Premises or Improvements reasonably unsuitable for its intended use, are taken or appropriated under the power of eminent domain or conveyed in lieu of condemnation, then this Lease will terminate as of the date title vests in the condemning authority.

12.3 Award. Landlord will be entitled to the portion of the award fairly allocable to the Landlord's right to receive Rent from the Premises and its reversionary interest in both the Premises and Improvements (if any). Tenant will be entitled to receive from Landlord (or directly from the condemning authority, as the case may be), subject to the rights of any leasehold mortgagee, the balance of the award representing the Tenant's leasehold interest before any termination resulting from the taking. In addition, Tenant will be entitled to any separate awards for interruption of or damage to Tenant's business, relocation or moving costs, and the value of any of Tenant's trade fixtures or personal property taken by the condemning authority.

Article 13
ASSIGNMENT AND SUBLEASING

13.2 Tenant's Right to Sublet. Tenant will have the right to sublet portions of the Premises or of the Improvements at any time and from time to time, but only for a term or terms that will expire before the expiration of the Term, and subject to the requirements set forth in this Article, and subject to the approval of the Landlord.

13.3 Sublease Terms. Each sublease will contain the following terms and conditions:

13.3.1 The sublease will incorporate the terms, conditions, and covenants set forth in, and state that it is subject and subordinate to, this Lease and to any extensions, modifications, or amendments of this Lease, unless Landlord specifically requires that the sublease be prior and superior to this Lease.

13.3.2 Rents due under the sublease (1) will be assigned to Landlord (and Tenant hereby assigns the rents to Landlord), subject to the rights of any leasehold mortgagee, to support performance of Tenant's covenants under this Lease, which assignment will be effective only on the occurrence of any event of default under this Lease, (2) will not be paid more than six months in advance, and (3) will, on receipt of written notification from Landlord that an event of default has occurred, be paid by the subtenant directly to Landlord until the subtenant receives written notice from Landlord that Tenant has cured the event of default or is in the process of curing the event of default in a manner reasonably satisfactory to Landlord.

13.3.3 If this Lease is canceled or terminated before the expiration of the Term, the subtenant will make full and complete attornment to Landlord for the balance of the term of the sublease with the same force and effect as though the sublease were originally made directly

from Landlord, as long as the subtenant has received a nondisturbance agreement from Landlord, as provided below.

13.3.4 If any act or omission of Tenant would give subtenant the right, immediately or after lapse of a period of time, to cancel or terminate the sublease, or to claim a partial or total eviction, the subtenant will not exercise that right (1) until it has given written notice of the act or omission to Landlord, and (2) until a reasonable period of time for Landlord to cure the condition has passed.

13.4 Landlord Agreements. Landlord will issue a commercially reasonable subordination, nondisturbance, and attornment agreement (a "Nondisturbance Agreement") to each subtenant requesting the same within 30 days after receipt of a request therefor, as long as the rent and other terms of the sublease are fair market rent and terms as of such date. The Nondisturbance Agreement will require the subtenant to acknowledge in writing that this Lease is prior to and paramount to the sublease, and will provide that Landlord will recognize the sublease and not disturb the subtenant's possession thereunder as long as the subtenant is not in default under its sublease and agrees to attorn to Landlord for the balance of the term of the sublease with the same force and effect as though the sublease were originally made directly from Landlord to the subtenant, except Landlord will not (1) be liable for any previous act or omission of Tenant under the sublease; (2) be subject to any offset, deficiency, or defense that will have accrued to the subtenant against Tenant; (3) be bound by any previous modification of the sublease or by any previous prepayment of more than one month's rent under the sublease, unless the modification or prepayment will have been expressly approved in writing by the Landlord; or (4) be liable for the return of any security deposit on the sublease that was not actually transferred to the Landlord.

13.5 Sublease Copies. Upon written request by Landlord, Tenant will promptly deliver to Landlord complete copies of any and all subleases entered into by Tenant.

Article 14

SUBORDINATION, ATTORNMENT, AND NONDISTURBANCE

This Lease will at all times be subject and subordinate to any mortgage or deed of trust (an "Encumbrance") now existing or hereafter placed on the Premises or the Improvements, or any portion thereof and to any and all modifications, renewals, or extensions of an Encumbrance. If the Premises and Improvements are sold or transferred in connection with the judicial or nonjudicial foreclosure of any Encumbrance, or by deed in lieu of foreclosure, Tenant will attorn to the purchaser as landlord, and any such successor landlord will recognize this Lease and will not disturb the quiet enjoyment and possession of the Premises and Improvements by the Tenant under this Lease as long as Tenant is not in default of the Lease, except that the successor landlord will not (1) be liable for any previous act or omission of Landlord under this Lease; (2) be subject to any offset, deficiency, or defense that will have accrued to Tenant against Landlord; (3) be bound by any previous modification of this Lease or by any previous prepayment of more than one month's Base Rent, unless the modification or prepayment will have been expressly approved in writing by the Encumbrance holder; or (4) be liable for the return of any security deposit that was not actually transferred to the successor landlord.

Within 15 days after request by Landlord or any existing or prospective lender of Landlord, Tenant will execute a commercially reasonable form of subordination, nondisturbance, and attornment agreement that is consistent with this Article. If any act or omission of Landlord would give Tenant the right, immediately or after lapse of a period of time, to cancel or terminate this Lease, or to claim a partial or total eviction, Tenant will not exercise such right (1) until it has given written notice of the act or omission to Landlord and each Encumbrance holder whose name and address will previously have been furnished to Tenant, and (2) until a reasonable period of time for the parties to cure the condition has passed

Article 15
SURRENDER ON EXPIRATION

15.1 Condition of Premises and Improvements. Upon expiration of the Term or earlier termination of this Lease, Tenant will deliver all keys to Landlord and surrender the Premises and the Improvements in a state of good condition and repair and broom clean (reasonable wear and tear excepted), free and clear of all occupancies other than subleases to which Landlord will have specifically consented and free and clear of all liens and encumbrances other than those, if any, existing on the date of this Lease or created or suffered by Landlord.

17.2 Tenant's Property. Before the expiration or earlier termination of this Lease, Tenant will remove all furnishings, furniture, and trade fixtures that remain Tenant's property. If Tenant fails to do so, at Landlord's option, (1) the failure to remove will be deemed an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it will cease; or (2) by notice in writing given to Tenant, Landlord may elect to hold Tenant to Tenant's obligation to remove. If Landlord elects to hold Tenant to Tenant's obligation to remove, Landlord may effect a removal and place the cost of removal, transportation to storage, and storage, together with interest from the date of expenditure by Landlord.

Article 16
SALE BY LANDLORD

If the original Landlord under this Lease, or any successor owner of the Premises, sells or conveys the same, and the new owner assumes the obligations of Landlord under this Lease, all liabilities and obligations on the part of the original Landlord or the successor owner under this Lease accruing thereafter will terminate, and thereupon all such liabilities and obligations will be binding on the new owner. Tenant agrees to attorn to the new owner.

Article 17
NONRECOURSE OBLIGATION

Tenant agrees that, regarding any claim against Landlord, including any claim of default by Landlord under this Lease or in any claim or cause of action arising under this Lease or arising out of the Landlord-Tenant relationship created by this Lease, the sole and exclusive remedy of Tenant will be against the interests of Landlord in the Premises and its reversionary interest in the Improvements, and Landlord will have no other liability hereunder. Tenant will not enforce any judgment against Landlord except against the interest of Landlord in the Premises and its reversionary interest in the Improvements. In no event will any member, agent, or employee of Landlord have any personal liability to Tenant. Tenant agrees that this provision will apply to any and all liabilities, claims, and causes of action whatsoever, including those based on any provision of this Lease, any implied covenant, or any statute or common-law principle. Notwithstanding any other provision of this Lease, in no event whatsoever will Landlord be responsible for any consequential or incidental damages or for any action that Landlord believes in good faith is necessary to comply with Legal Requirements with respect to the Premises or Improvements.

Article 18
DEFAULT

The following will be events of default:

18.1 Default in Rent and Other Charges. Failure by Tenant to pay any Rent or other amount required to be paid by Tenant to Landlord under this Lease within 10 days after the giving of written notice of such nonpayment by Landlord to Tenant; however, Landlord will not be required to give more than two such notices of nonpayment in any calendar year. After the giving of two such notices in any calendar year, Tenant will be deemed in default for failure to pay any payment of Rent or other amount within 10 days after the same becomes due, without notice and opportunity to cure.

18.2 Default in Insurance Requirements. Failure by Tenant to secure or maintain any insurance or provide evidence of insurance as required by this Lease and the continuation of such failure for more than 10 days after notice by Landlord.

18.3 Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of this Lease within 30 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the failure is of such a nature that it cannot be completely remedied within the 30-day period, the failure will not be deemed an event of default if Tenant begins correction of the failure within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy and effects the remedy within 180 days after Landlord's notice.

18.4 Insolvency. Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on this leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 10 days. If this Lease has been assigned, the events of default so specified will apply only with respect to the one then exercising the rights of Tenant under this Lease.

Article 19 REMEDIES ON DEFAULT

19.1 Termination. If Tenant defaults, this Lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not this Lease is terminated by the election of Landlord or otherwise, Landlord will be entitled to recover damages from Tenant for the default, and Landlord may reenter, take possession of the Premises and Improvements, and remove any persons or property by legal action or by self-help with the use of reasonable force, without liability for damages, and without having accepted a surrender.

19.2 Reletting. Following reentry, Landlord will use reasonable efforts to relet the Improvements on their fair market rent and terms and in that connection may make any suitable alterations or refurbish the Improvements, or both, or change the character or use of the Premises and Improvements. Landlord may relet all or part of the Improvements for a term longer or shorter than the Term of this Lease, on any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

19.3 Damages. In the event of termination or retaking of possession after default, Landlord will be entitled to recover immediately, without waiting until the due date of any future Rent or until the date fixed for expiration of the Term, the following amounts as damages:

19.3.1 The loss of Rent from the date of default until a new tenant is, or with the exercise of reasonable efforts could have been, secured.

19.3.2 The reasonable costs of reentry and reletting, including without limitation the cost of any cleanup, refurbishing, and removal of Tenant's property and fixtures, or any other expense occasioned by Tenant's default, including but not limited to any reasonable remodeling or repair costs, attorney fees, court costs, broker commissions (prorated for the unexpired Term), and advertising costs.

19.3.3 Any excess of the value of the Rent and all of Tenant's other obligations under this Lease over the reasonable expected return from the Improvements for the period commencing on the

earlier of the trial date or the date the Improvements are relet, and continuing through the end of the Term. The present value of future amounts will be computed using a fair market discount rate.

19.4 Right to Sue More Than Once. Landlord may sue periodically to recover damages during the period corresponding to the remainder of the Term, and no action for damages will bar a later action for damages subsequently accruing.

19.5 Right to Cure Other Parties' Defaults. If either party fails to perform any obligation under this Lease, the non-defaulting party will have the option to cure the other party's default after 30 days' written notice to the defaulting party, or immediately in the event of an emergency. All of the expenditures to correct the other party's default plus a 15 percent markup to cover overhead and time of the curing party will be reimbursed by the defaulting party on demand with interest from the date of expenditure and will be considered Additional Rent in the case of Tenant. Such action will not waive any other remedies available to the non-defaulting party because of the default. Tenant will have the right to deduct such costs from the next due payments of Rent under this Lease unless Landlord disputes liability to Tenant, in which event Tenant, at its option, may submit the matter to binding arbitration in the same manner as determining Base Rent for an Extension Term of this Lease, set forth in section 4.5. In the event of such a dispute, Tenant will not deduct the costs unless and until the dispute has been resolved by a settlement agreement, a final award in arbitration, or a final judgment by a court of competent jurisdiction.

19.6 Remedies Cumulative. The foregoing remedies in this Article will be in addition to and will not exclude any other remedy available to Landlord under applicable law and may be exercised concurrently or successively in such order or combination as Landlord in its sole discretion may elect.

Article 20 QUIET ENJOYMENT

Landlord warrants that Landlord is the owner of the Premises and has the right to lease the Premises to Tenant. As long as Tenant is not in default under this Lease, Landlord will defend Tenant's right of quiet enjoyment from the lawful claims of all persons claiming by or through Landlord during the Term, exceptions, reservations, and conditions set forth in this Lease.

Article 21 SURVIVAL

The obligations and liabilities of Tenant arising under this Lease will survive the expiration or earlier termination of this Lease or the termination of the right of possession of Tenant.

Article 22 RIGHT OF FIRST OFFER AND RIGHT OF FIRST REFUSAL

As long as Tenant is not in default under this Lease, Tenant will, at all times during the Term, have the right of first offer to purchase the Premises from Landlord. This right of first offer will not apply to any transfer by Landlord to any Affiliate of Landlord (an "Exempt Transfer") but will survive an Exempt Transfer. Except as provided below, if Landlord elects to sell the Premises during the Term, Landlord will not list the Premises with a broker or otherwise market the Premises for sale without first making an offer ("Landlord's Offer") to Tenant for a price and on terms and conditions as set forth: Landlord shall sell the Premises to Tenant, along with all rights held by Landlord, for a sum of four-million dollars (the "Base Purchase Price"). In addition to such Base Purchase Price, Tenant shall add to the Base Purchase Price one-and-a-half-times the applicable consumer price index, cumulative, each year such option is in effect.

If Landlord receives an acceptable unsolicited offer to purchase the Premises during the Term, then before accepting the offer Landlord will give Tenant a copy of the proposed offer. When Tenant receives the offer, Tenant will have the option to purchase the Premises (or portion covered by the offer, as the case may be) at the same price and on the same terms and conditions as are contained in the offer. The option may be exercised only by notice to Landlord within 10 business days after receiving the offer, together with reasonably satisfactory evidence that Tenant is ready and able to make payment and otherwise fully and timely perform all of its obligations under the offer and together with any deposit required by the offer. If Tenant fails to timely exercise its purchase option, then Landlord may sell the Premises according to the terms of the offer to the third-party offeror.

If Landlord is unable sell the Premises to a third party within six months of (1) Tenant's failure to exercise its option with respect to a third-party offer or (2) Tenant's counteroffer to a Landlord offer, then Tenant's option rights under this Article will be reinstated. As used in this Article, the term "sell" means actually conveying Landlord's interest in the Premises to a third party, any agreement between Landlord and a third party for a future conveyance of Landlord's interest in the Premises, or any transaction that is the substantial equivalent of such a conveyance or agreement for such a conveyance.

Article 24 FORCE MAJEURE

If the performance by either of the parties of their respective obligations under this Lease (excluding monetary obligations) is delayed or prevented in whole or in part by any Legal Requirement (and not attributable to an act or omission of the party), or by any acts of God, fire or other casualty, floods, storms, explosions, accidents, epidemics, war, civil disorders, strikes or other labor difficulties, shortage or failure of supply of materials, labor, fuel, power, equipment, supplies, or transportation, or by any other cause not reasonably within the party's control, whether or not specifically mentioned, the party will be excused, discharged, and released of performance to the extent the performance or obligation (excluding any monetary obligation) is so limited or prevented by the occurrence without liability of any kind. If the condition excusing performance of a party continues for more than 180 days, then the other party may terminate this Lease by notice to the excused party.

Article 25 AUTHORITY

Tenant and Landlord each warrant and represent to the other that the person or persons signing this Lease on their behalf has or have authority to enter into this Lease and to bind Tenant and Landlord, respectively, to the terms, covenants, and conditions contained in this Lease.

Article 26 NOTICE

All notices required by this Lease must be in writing addressed to the party to whom the notice is directed at the address of that party set forth below the signatures on this Lease. Any such notice will be deemed to have been given for all purposes on receipt when personally delivered; one day after being sent when sent by recognized overnight courier service; or three days after deposit in the United States mail, postage prepaid, registered or certified mail. Any party may designate a different mailing address or a different person for all future notices by notice given in accordance with this Article.

Article 27 ATTORNEY FEES

In any dispute involving the interpretation or enforcement of this Lease or involving issues related to bankruptcy (whether or not such issues relate to the terms of this Lease), the prevailing party will be entitled to recover from the non-prevailing party reasonable attorney fees, paralegal fees, costs, disbursements, and other expenses the prevailing party incurred in the dispute, including those arising before and at any trial, arbitration, bankruptcy, or other proceeding, and in any appeal or review thereof. In addition, the amount recoverable by the prevailing party will include an amount estimated as the fees, costs, disbursements, and other expenses that will be reasonably incurred in collecting a monetary judgment or award, or otherwise enforcing any order, judgment, award, or decree entered in the proceeding.

**Article 28
MODIFICATION**

No modification of this Lease will be valid unless it is in writing and is signed by all of the parties.

**Article 29
INTEGRATION**

This Lease is the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Lease. This Lease supersedes all prior communications, representations, and agreements, oral or written, of the parties.

**Article 30
INTERPRETATION**

The article and section headings are for the convenience of the reader only and are not intended to act as a limitation on the scope or meaning of the sections themselves. This Lease will not be construed against the drafting party.

**Article 31
SEVERABILITY**

The invalidity of any term or provision of this Lease will not affect the validity of any other provision.

**Article 32
WAIVER**

Waiver by any party of strict performance of any provision of this Lease will not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision.

**Article 33
BINDING EFFECT**

Subject to restrictions in this Lease on assignment, this Lease will be binding on and inure to the benefit of the successors and assigns of the parties.

**Article 34
GOVERNING LAW**

This Lease will be interpreted and enforced according to the laws of the state of California.

**Article 35
COUNTERPARTS**

This Lease may be executed in multiple counterparts, each of which will constitute one agreement, even though all parties do not sign the same counterpart.

**Article 36
TIME ESSENCE**

Time is of the essence in the performance of this Lease.

**Article 37
RECORDATION OF LEASE**

Tenant may elect that a copy of this Lease or a memorandum, executed and acknowledged by both parties, be recorded in the public records of Alameda County, California. Tenant will pay the recording costs.

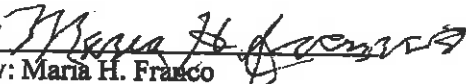
**Article 38
RECITALS AND EXHIBITS**

The recitals to this Lease and any exhibits referred to in this Lease are incorporated by reference in this lease as if fully set forth in this Lease.

The parties enter into this Agreement as of the Effective Date first written above.

Landlord

FRANCO FAMILY 2010 TRUST

/s/ 

By: Maria H. Franco

Title: Trustee

Address: 3220 Andrade Rd

Sunnyvale CA

Fax No.: _____

Tenant

3220 ANDRADE, LLC

/s/ 

By: Shareef El-Sissi

Title: Manager

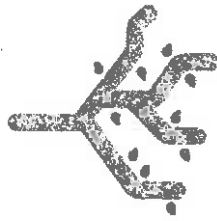
Address: 46120 Sentinel Dr

Fremont, CA 94539

Fax No.: (510) 200-9557

[Description of Premises]

EXHIBIT A



GARDEN OF EDEN

SCOPE OF WORK
 CONTRACTOR SHALL:
 1. PREPARE ALL NECESSARY PERMITS AND APPLICATIONS FOR THE PROJECT.
 2. OBTAIN ALL NECESSARY APPROVALS FROM ALL AGENCIES.
 3. OBTAIN ALL NECESSARY APPROVALS FROM ALL AGENCIES.
 4. OBTAIN ALL NECESSARY APPROVALS FROM ALL AGENCIES.

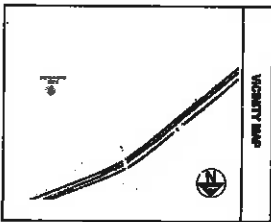
PROPERTY INFORMATION
 PROJECT ADDRESS:
 3220 ANDRADE ROAD
 SUNOL, CA 94586
 APN: 096-0001-007-14

PROJECT HIGHLIGHTS
 OWNER: GARDEN OF EDEN MEDICAL CANNABIS DISPENSARY
 PROJECT TYPE: MEDICAL CANNABIS DISPENSARY

OWNER'S REQUIREMENTS
 THE CONTRACTOR SHALL:
 1. PREPARE ALL NECESSARY PERMITS AND APPLICATIONS FOR THE PROJECT.
 2. OBTAIN ALL NECESSARY APPROVALS FROM ALL AGENCIES.
 3. OBTAIN ALL NECESSARY APPROVALS FROM ALL AGENCIES.
 4. OBTAIN ALL NECESSARY APPROVALS FROM ALL AGENCIES.

DETACHED SUPPORTING DOCUMENTS
 ALL NECESSARY PERMITS AND APPLICATIONS FOR THE PROJECT.

**GARDEN OF EDEN
 MEDICAL CANNABIS
 DISPENSARY**
 3220 ANDRADE ROAD
 SUNOL, CA 94586
 APN 096-0001-007-14



DO NOT SCALE DRAWINGS DIMENSIONS SUPERSEDE !

CONTRACTOR RESPONSIBILITY
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPLICATIONS FOR THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM ALL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM ALL AGENCIES.

DEFERRED SUBMITTALS
 NO DEFERRED SUBMITTALS AT THIS TIME.

REQUIRED SPECIAL PERMITS
 NO SPECIAL PERMITS AT THIS TIME.

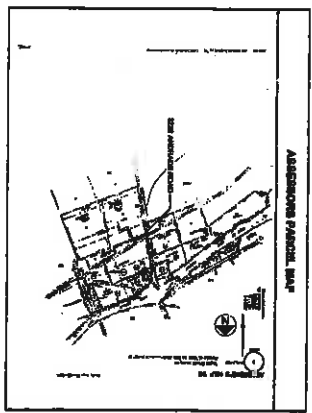
OVER ANALYSIS

ITEM	DESCRIPTION	STATUS
1	CONTRACT DOCUMENTS	COMPLETE
2	PERMITS AND APPLICATIONS	PENDING
3	APPROVALS FROM AGENCIES	PENDING
4	APPROVALS FROM AGENCIES	PENDING
5	APPROVALS FROM AGENCIES	PENDING
6	APPROVALS FROM AGENCIES	PENDING
7	APPROVALS FROM AGENCIES	PENDING
8	APPROVALS FROM AGENCIES	PENDING
9	APPROVALS FROM AGENCIES	PENDING
10	APPROVALS FROM AGENCIES	PENDING

PROJECT COVERAGE

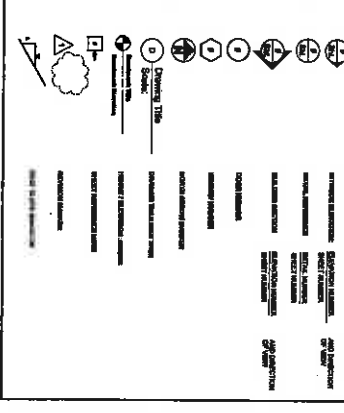
NO.	DESCRIPTION	DATE	STATUS
1	CONTRACT DOCUMENTS	01/15/2024	COMPLETE
2	PERMITS AND APPLICATIONS	01/15/2024	PENDING
3	APPROVALS FROM AGENCIES	01/15/2024	PENDING
4	APPROVALS FROM AGENCIES	01/15/2024	PENDING
5	APPROVALS FROM AGENCIES	01/15/2024	PENDING
6	APPROVALS FROM AGENCIES	01/15/2024	PENDING
7	APPROVALS FROM AGENCIES	01/15/2024	PENDING
8	APPROVALS FROM AGENCIES	01/15/2024	PENDING
9	APPROVALS FROM AGENCIES	01/15/2024	PENDING
10	APPROVALS FROM AGENCIES	01/15/2024	PENDING

OWNER'S REQUIREMENTS
 THE CONTRACTOR SHALL:
 1. PREPARE ALL NECESSARY PERMITS AND APPLICATIONS FOR THE PROJECT.
 2. OBTAIN ALL NECESSARY APPROVALS FROM ALL AGENCIES.
 3. OBTAIN ALL NECESSARY APPROVALS FROM ALL AGENCIES.
 4. OBTAIN ALL NECESSARY APPROVALS FROM ALL AGENCIES.



SYMBOL LIST

- 1. PROPOSED IMPROVEMENTS
- 2. EXISTING IMPROVEMENTS
- 3. EASEMENTS
- 4. EASEMENTS
- 5. EASEMENTS
- 6. EASEMENTS
- 7. EASEMENTS
- 8. EASEMENTS
- 9. EASEMENTS
- 10. EASEMENTS



MAP OF OWNER AND PROFESSIONAL CONSULTANT LIMITS

APPROVED BY:
 [Signature]
 [Title]

APPROVED BY:
 [Signature]
 [Title]

APPROVED BY:
 [Signature]
 [Title]

APPROVED BY:
 [Signature]
 [Title]

APPROVED BY:
 [Signature]
 [Title]



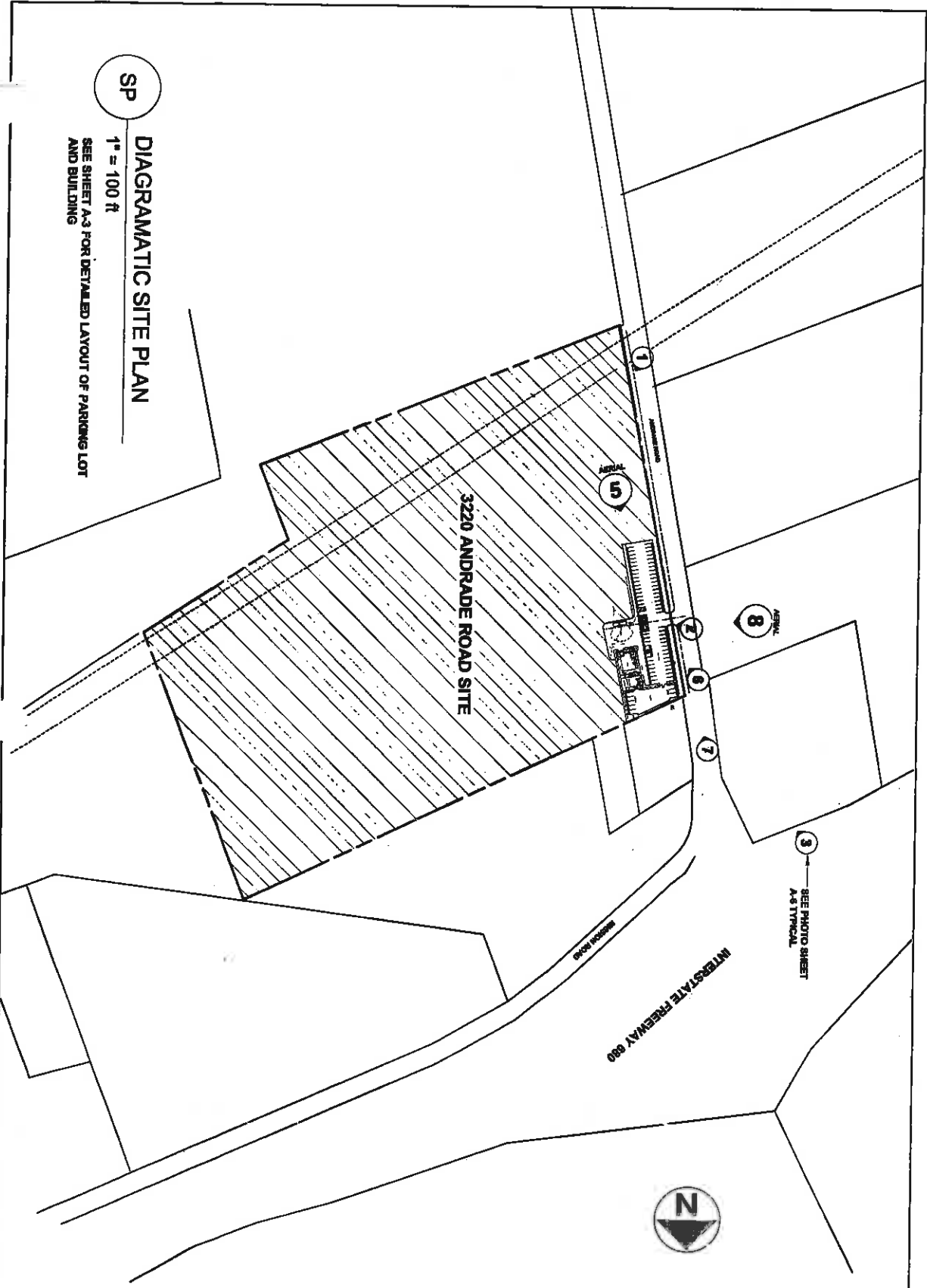
ADS CORPORATION
 ARCHITECTURAL AND ENGINEERING
 1000 S. MAIN ST.
 SUITE 100
 SUNOL, CA 94586
 PHONE: (925) 885-1111
 FAX: (925) 885-1112

GREENROAD
 DESIGN + BUILD + CONSTRUCTION
 A. D. & CORPORATION
 ASSOCIATED DEVELOPER/CLIENT SERVICES CORP.
 780 AMADOR STREET, CHAMPAIGN, CA 94588
 PHONE: (925) 885-1111 FAX: (925) 885-1112

COVER SHEET AND GENERAL PROJECT INFORMATION

PROJECT NO: 2024-001
 DATE: 01/15/2024

GREENROAD
 DESIGN + BUILD + CONSTRUCTION
 3220 ANDRADE ROAD
 SUNOL, CA 94586
 PHONE: (925) 885-1111



SP

DIAGRAMATIC SITE PLAN

1" = 100 ft

SEE SHEET A-3 FOR DETAILED LAYOUT OF PARKING LOT AND BUILDING

3220 ANDRADE ROAD SITE

INTERSTATE FREEWAY 680

3 SEE PHOTO SHEET A-3 TYPICAL



ASSOCIATED DEVELOPMENT SERVICES CORP.
780 MARSHALL STREET, CALIFORNIA, CA 94504
PHONE (925) 937-4100 FAX (925) 937-4917



RICHARD A. LOW, M.A., ARCHITECT-CIVIL ENGINEER

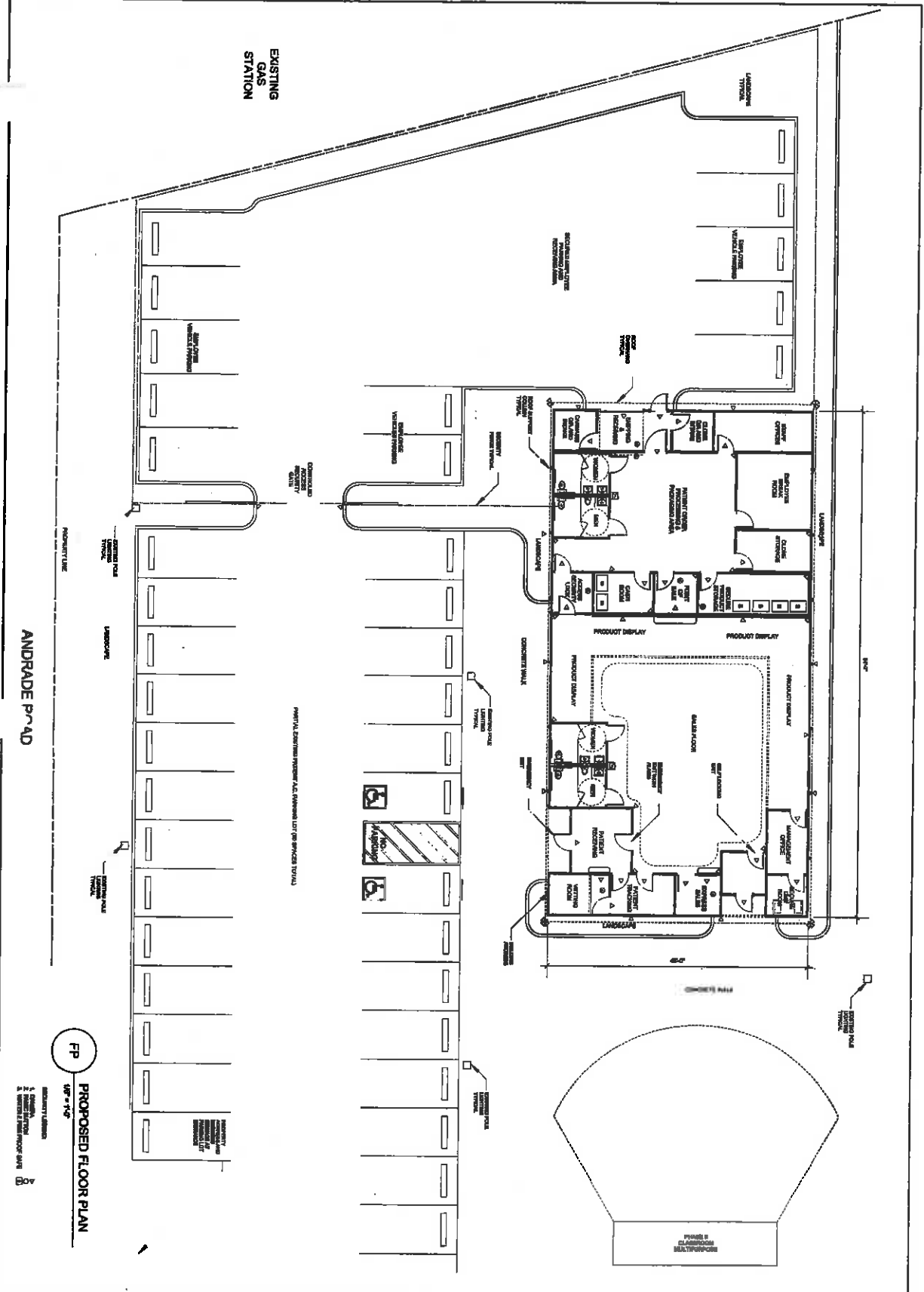


A. D. S. CORPORATION
ASSOCIATED DEVELOPMENT SERVICES CORP.
780 MARSHALL STREET, CALIFORNIA, CA 94504
PHONE (925) 937-4100 FAX (925) 937-4917

GREENROAD
780 MARSHALL ST., CALIFORNIA, CA 94504
PHONE (925) 937-4100

GREEN OF EDEN
3220 ANDRADE ROAD
SAN JOSE, CA 95128

DATE	1-18-97
BY	GOE, JAMES/SG-4
CHKD BY	1-18-97
SCALE	1" = 100'
SHEET NO.	A-2
TOTAL SHEETS	4



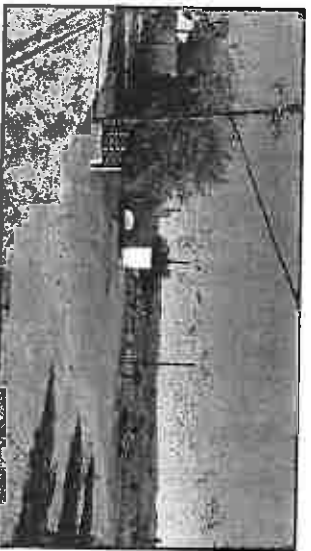
ANDRADE PR-4D

PROPOSED FLOOR PLAN

FP

1. CONSULT WITH THE CITY OF SAN JOSE FOR ALL NECESSARY PERMITS AND APPROVALS.

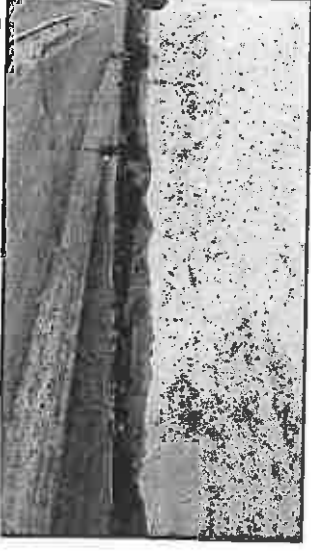
<p>ADS CORPORATION ASSOCIATED DEVELOPMENT SERVICES 1000 AVENUE 84 SAN JOSE, CA 95128 PHONE: (408) 251-1000 FAX: (408) 251-1001</p>		<p>PROPOSED SCHAFFIC FLOOR PLAN & PARTIAL PARKING LOT & PAVING</p> <p>DATE: 11/14/03 DRAWN BY: A-S CHECKED BY: A-S</p>	
<p>GREENROAD DESIGN CENTER, INC. A CORP. A. D. S. CORPORATION ASSOCIATED DEVELOPMENT SERVICES CORP. 1000 AVENUE 84 SAN JOSE, CA 95128 PHONE: (408) 251-1000 FAX: (408) 251-1001</p>		<p>ROBERT D. LOM, JR., ARCHITECT-CALIFORNIA</p> <p>1700 AVENUE 84 SAN JOSE, CA 95128 PHONE: (408) 251-1000 FAX: (408) 251-1001</p>	



1 VIEW OF SITE TO THE NORTHEAST FROM ANDRADE ROAD



2 VIEW OF ENTRY INTO PARKING LOT FROM ANDRADE ROAD



3 VIEW EAST FROM HWY 680 FROM EAST BOUND OFFRAMP



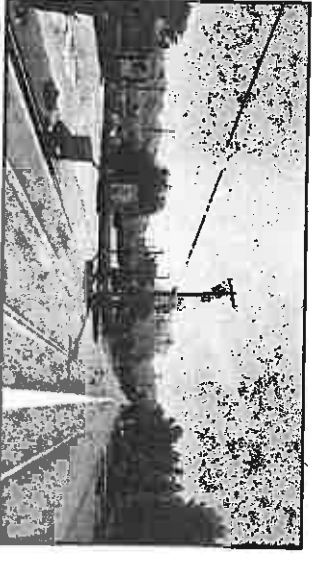
4 PROPOSED DISPENSARY FACILITY LOCATION
AERIAL VIEW EXISTING SITE



5 APPROXIMATE DISPENSARY BUILDING SITE
AERIAL VIEW EXISTING SITE CLOSE UP



6 VIEW OF SITE TO THE NORTHEAST FROM ANDRADE ROAD



7 VIEW APPROACHING SITE FROM WEST ON ANDRADE ROAD



8 OVERVIEW OF SITE TO THE NORTH FROM ANDRADE ROAD
AERIAL VIEW



THE FIRM HAS BEEN SELECTED BY THE CLIENT TO PROVIDE ARCHITECTURAL DESIGN SERVICES FOR THE PROJECT. THE FIRM'S OBLIGATIONS TO THE CLIENT ARE LIMITED TO THE SERVICES DESCRIBED IN THE STATEMENT OF WORK. THE FIRM DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT OR THE RESULTS OF THE SERVICES PROVIDED BY THE FIRM.

PROPOSED SITE:
1. GREENROAD DISPENSARY FACILITY
2. GREENROAD DISPENSARY FACILITY
3. GREENROAD DISPENSARY FACILITY
4. GREENROAD DISPENSARY FACILITY
5. GREENROAD DISPENSARY FACILITY
6. GREENROAD DISPENSARY FACILITY
7. GREENROAD DISPENSARY FACILITY
8. GREENROAD DISPENSARY FACILITY
9. GREENROAD DISPENSARY FACILITY
10. GREENROAD DISPENSARY FACILITY

Richard B. Low, AIA, Architect-Cadette
Professional Seal
Architectural Seal
Professional Seal



A. D. B. CORPORATION
ASSOCIATED DEVELOPMENT SERVICES CORP.
718 ARLINGTON STREET, CALIFORNIA, CA 94608
PHONE (909) 872-4158 FAX (909) 877-8977
GREENROAD
718 ARLINGTON ST., CALIFORNIA, CA 94608
PHONE (909) 872-4158
GARDEN OF EDEN
3281 ANDRADE ROAD
SUNNYVALE, CA 94088

PROPOSED DISPENSARY PROJECT
SITE PLAN FOR 1/25/2018

DATE	SCALE	BY	CHECKED
1/25/2018	AS SHOWN	RL	RL
DATE	SCALE	BY	CHECKED
1/25/2018	AS SHOWN	RL	RL



3220 Andrade, LLC
dba



GARDEN of EDEN

Exhibit 3 – Attachment F

Description of External Appearance

3220 Andrade, LLC dba Garden of Eden (“We”, “GOE”, the “Applicant”) will manage its operations in a manner that curbs any potential nuisance or disturbance to its neighbors and the larger community. Policies are in place that dictate how we as a business will achieve this objective and how we will manage our staff and operations to minimize and remove any and all negative impacts.

We intend on building relationships with our neighbors that foster free and willing exchange of information. We will appoint a Community Liaison who’s contact information will be made available to our neighbors. In so doing, we hope to enlist suggestions of how we can improve our public facing operations.

We will take a proactive approach to Security, Fire and Safety measures (see, Security Plan, Attachment D). Our security staff is integral in neighborhood compatibility and they will be tasked with surveillance, patrol, and clean-up of the surrounding areas no less than twice a day. Surveillance using our camera system will be preformed actively to ensure the safety of all people and businesses in the neighborhood. Our active surveillance allows us to ensure proper neighborly etiquette.

Company employees in and around the facility will conduct themselves in a manner, which limits and removes negatively viewed activities that can be associated with cannabis operations.

Anti-Consumption Policy – There will be a zero tolerance policy from medicating anywhere within or surrounding the facility.

Anti Loitering Policy –We will enforce a strict anti-loitering policy. Any medical cannabis or cannabis paraphernalia that shows evidence of the medical cannabis having been consumed or partially consumed will be reported to the City and/or local Police Department. We will place smoke detectors around premises and routinely monitor surveillance to prevent the use of medical cannabis on the registered premises. Our staff will be trained to identify and respond appropriately to all levels of suspicious activity.

Lighting Plan - Statistics demonstrate that crimes are less likely to occur in well-lit areas, because a well-lighted property serves as a meaningful deterrent against criminals and criminal activity. Security lighting is one of the most practical and effective ways to prevent and deter crime in or around commercial facilities. Exterior lighting at our facility shall ensure the safety of the public and our employees, while not disturbing surrounding residential or commercial areas.

Exhibit 3 – Attachment F

The main objective of our security lighting system at the manufacturing facility is to illuminate dark areas and detect and recognize concerning movement in the protected area. The best vision for outdoor lighting is obtained from downward directed and shielded security lighting that is on from dusk until dawn, supplemented with instant-on lighting triggered by motion triggered detectors. Increased lighting shall be installed at all points of ingress and egress.

All exterior lighting on the premises and parking area lighting for the location shall be balanced and shall not result in glare on adjoining properties. Security lighting shall be turned on from dusk until dawn.

Proposed Building

The address of our proposed medical cannabis dispensary is: 3220 Andrade Rd, Sunol, CA 94586.

Historically the site was used for a driving range. The construction of the building will utilize recycled/repurposed shipping containers and prefabricated metal exterior siding and roofing. This architectural style is considered within the architectural community to be Agricultural Industrial Modern, which will not only fold into the existing frame work of the surrounding area but be a modern and bold addition to the surrounding area.

The proposal includes an arched roof and tower element reminiscent of agrarian farm buildings once prevalent in Sunol and east Alameda County. Building colors will be determined during the CUP process along with other exterior materials and finishes with a lens on compatibility with the surrounding visual aesthetics and sustainable practices.

There is no visual penetration into the building from pedestrians nearby or on the site. Clerestory windows are provided for natural daylighting (located 9' above the finished paving), these windows are protected with an internal mounted perforated steel panel covering each window that allows natural sunlight to enter the building and maintain security from forced entry. Large graphic building address numerals are applied to the building face, clearly identifying the address for emergency response teams.

Garden of Eden patients will enter through a “greenwall” entrance door alcove as though walking into a garden. We envision an entry alcove covered in drought tolerant plants with business signage for Garden of Eden adjacent to an obscure glass entry door. Please see Attachment I Mitigation Measures for an image of a greenwall.

Signage: The Dispensary signage **shall not** obstruct the entrance or windows of the dispensary in compliance with County regulations. All signage shall comply with the County Zoning Ordinance. Our signage will not reference cannabis by name or by any commonly associated symbols.

Exhibit 3 – Attachment F

Signage inside and outside of the facility shall indicate that the premises are under surveillance 24/7 as well as signs stating that the consumption of cannabis on the premise or in the area adjacent to the dispensary facility is prohibited.

Landscaping: The project landscape will consist of drought tolerant landscape that is 12”-24” in height with a few strategically located trees and non-landscape mulch. Maintaining unobstructed views, eliminating hiding places, and efficient maintenance are paramount design factors. Landscape lighting will illuminate the building perimeter and provide both safety and ambience. The entire landscaped area will be watered with an automatic drip irrigation system with rain sensors.

Description of the Neighborhood, Vicinity Maps, Photos of the Site.

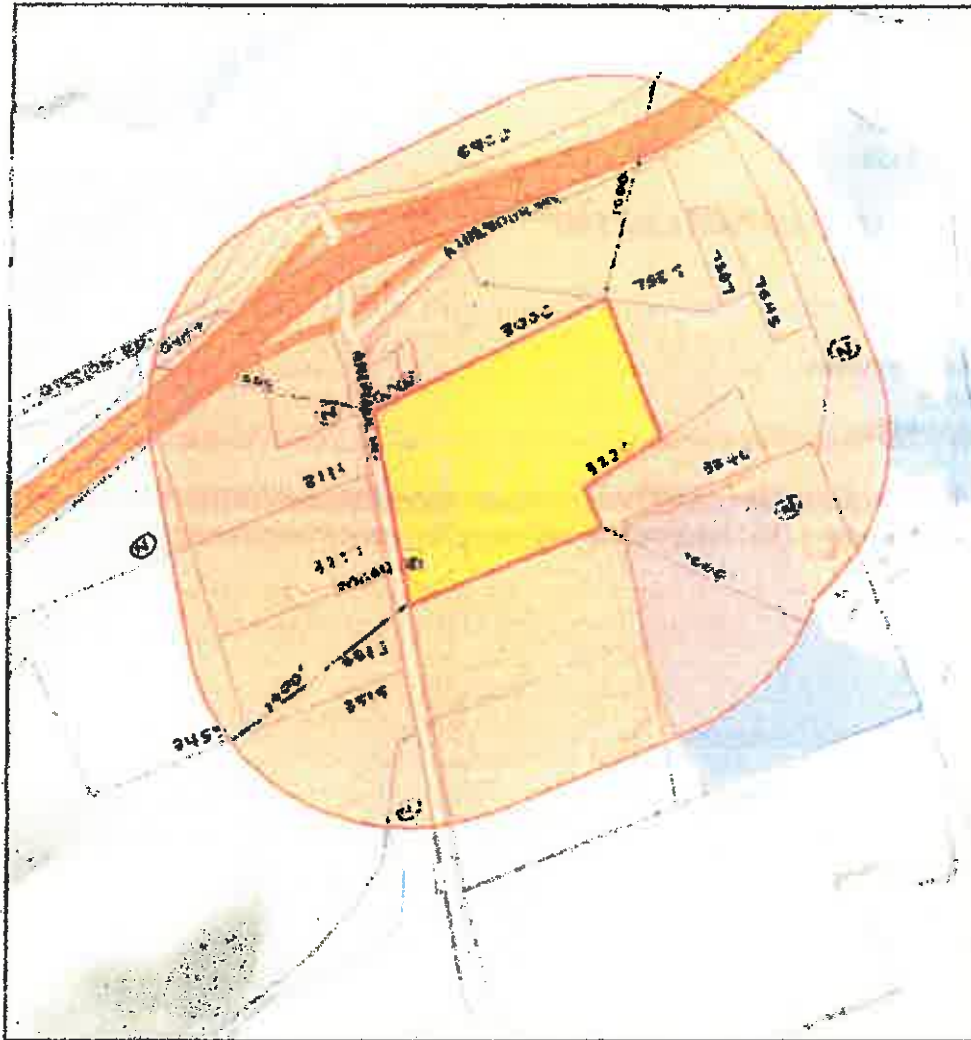
Illustrated below is a 1,000-foot radius map indicating no sensitive use receptors such as schools, day cares, drug rehabilitation center or residential are located with

Exhibit 3 – Attachment F

1000 feet of our proposed Dispensary.

MAP
3220 Andrade Rd.
Sunol, CA 94586

APN: 96-1-7-14
1,000' RADIUS
November 7, 2017



Applicant: Soufyan Abou-Ahmed
3220 Andrade Road
Sunol, CA 94586
(510) 200-4855

Map & Labels: Quality Maps
263 W. Olive Ave, # 161
Burbank, CA 91502

Schools in Sunol

Sunol Glen Unified School District
11601 Main Street
Sunol, CA 94586

Description of External Appearance – 3220 Andrade, LLC dba Garden of Eden

Exhibit 3 – Attachment F

Parks in Sunol

Sunol Regional Wilderness park
1895 Geary Road
Sunol, CA 94586

Sunol AgPark
505 Paloma Way
Sunol, CA 94586

Sunol Regional Maguire Peaks Loop Trail
Welch Creek Road
Sunol, CA 94586

Little Yosemite Area
Geary Road
Sunol, CA 94586

Our facility is approximately 5,000 feet to nearest residential area (Arriba Vista Ranch) from subject property. The image below depicting the closest schools and parks.

Exhibit 3 – Attachment F



- ★ Parks
- ★ School
- ★ Nearest Residential Property

Exhibit 3 – Attachment F

The following chart provides the 7 closest business addresses and their uses.

NAME & ADDRESS	BUSINESS DESCRIPTION
New Earth 3277 Andrade Rd, Sunol, CA 94586	Wholesale Plant Nursery
Sunol Super Shop 3004 Andrade Rd, Sunol, CA 94586	Gas Station and convenience store.
T-Bear Ranch 3000 Andrade Rd, Sunol, CA 94586	Stables
Mark S Macy Golf Instruction 3200 Andrade Rd, San Jose, CA 95132	Golf Instruction
Griffin Soil 8008 Athenour Way, Sunol, CA 94586	Construction Company
Hanson Aggregates – Sunol 7999 Athenour Way, Sunol, CA 94586	Cement Company
Plant and Pottery Outlet 6467 Mission Rd, Sunol, CA 94586	Spacious discount nursery featuring imported pottery, tropical foliage, plants & gardening supplies.

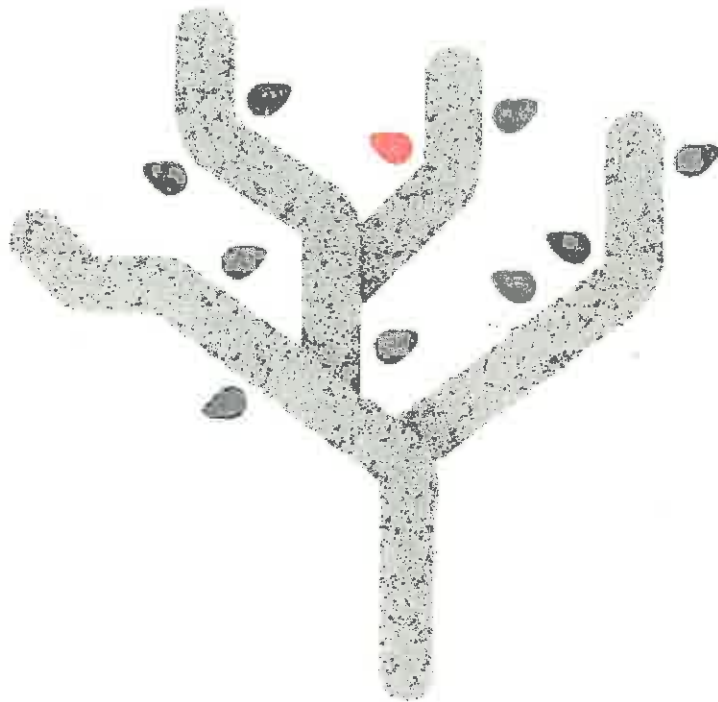
Aerial photo of the proposed dispensary parcel:



Description of External Appearance – 3220 Andrade, LLC dba Garden of Eden

3220 ANDRADE, LLC

dba

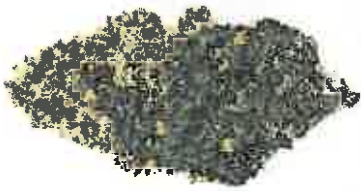


GARDEN of EDEN

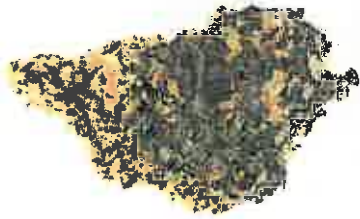
Exhibit 3 - Attachment G

3220 ANDRADE, LLC dba Garden of Eden, (“Garden of Eden” or the “Applicant”) will offer qualified patients and care givers a wide variety of lab tested, high quality of medical cannabis and cannabis products. We will also offer all new patients our Staff and Patient Education Martials. We believe this educational, holistic approach allow patients to find the best medicine to fit their needs.

We will only source products from licensed cultivators with a preference for those employing organic growing methods and manufacturing working with licensed distributors.



IC COLLECTIVE
DIABLO OG
US THQ 21.7%
\$60.00 / 3.5g



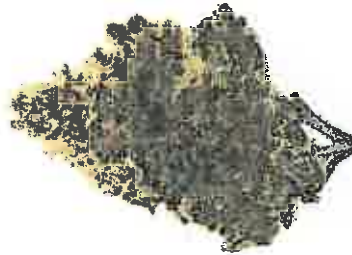
IC COLLECTIVE
LEMON CHEM
HYBRID THQ 19.2%
\$60.00 / 3.5g



IC COLLECTIVE
T.I.T.S.
HYBRID THQ 27.2%
\$60.00 / 3.5g



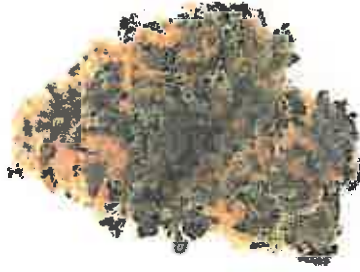
MR. SHERIDANO
MOCHI
HYBRID
\$60.00 / 3.5g



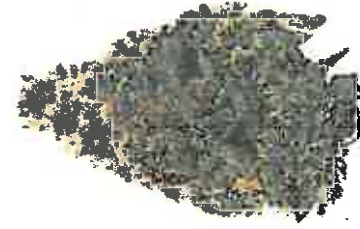
PHARAOH PHARM
5 STAR OG
US THQ 15.1%
\$60.00 / 3.5g



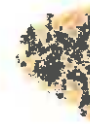
PHARAOH PHARM
GRAPE JELLY
INDICA THQ 21.2%
\$60.00 / 3.5g



PHARAOH PHARM
KEY LIME PIE
US THQ 18.8%
\$60.00 / 3.5g



PHARAOH PHARM
MENDO BREATH
INDICA THQ 21.8%
\$60.00 / 3.5g





PHARAOH PHARMS
TRAINWRECK
8/1 | THC 28.9%
\$60.00 / 3.5g



TITAN OG
HYBRID | THC 17.7%
\$60.00 / 3.5g



URBOLS
SKYWALKER OG
US | THC 21.0%
\$60.00 / 3.5g



DIAMONDBACK GENETICS
GOLDEN T.I.T.S.
HYBRID | THC 21.8%
\$50.00 / 3.5g



DOSIDOS
US | THC 23.1%
\$60.00 / 3.5g



PHARAOH PHARMS
CANDYLAND
8/1 | THC 21.8%
\$50.00 / 3.5g



PURPLE PUNCH
INDICA | THC 17.2%
\$60.00 / 3.5g



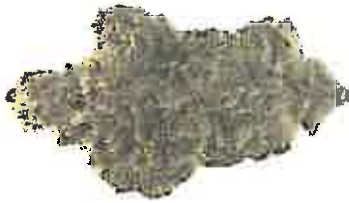
PHARAOH PHARMS
OZ KUSH
US | THC 18.6%
\$50.00 / 3.5g



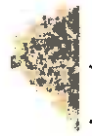
THC DESIGN
FUTURE BERRIES
HYBRID | THC 16.2%
\$60.00 / 3.5g



THC DESIGN
TRUE OG
HYBRID | THC 16.2%
\$60.00 / 3.5g



ANIMAL COOKIES
US | THC 23.8%
\$60.00 / 3.5g





G-DAWG
SI THD 20/43
\$45.00 / 1.5g



GOLDEN GOAT
SI THD 19/44
\$45.00 / 1.5g



OGRE
SI THD 25/28
\$45.00 / 1.5g



BLUEBERRY HEADBAND
HYBRID THD 17/15
\$40.00 / 1.5g



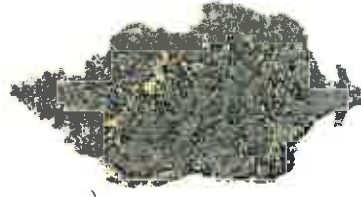
LEMON OG
IS THD 21/43
\$40.00 / 1.5g



PURPLE URKLE
INDICA THD 28/14
\$40.00 / 1.5g



SORRET
THD 19/39
HYBRID \$40.00 / 1.5g



BLUE DREAM
VIBRANT PINKS
SI THD 18/28
\$35.00 / 1.5g



DREAM QUEEN
SI THD 16/34
\$40.00 / 1.5g



SHARK SHOCK
VIBRANT PINKS
INDICA THD 18/38
\$40.00 / 1.5g



U2 KUSH
INDICA THD 21/19
\$40.00 / 1.5g



DIABLO OG
VIBRANT PINKS
SI THD 23/28
\$40.00 / 1.5g

11/10/2017

\$35.00 / 3.5g



HONEYCOMB FARMS

SF SOURDOUGH

HYBRID | THC 16.6% | \$30.00 / 3.5g



\$35.00 / 3.5g



HONEYCOMB FARMS

SUNSET SHERBERT

VE | THC 17.8% | \$30.00 / 3.5g



TREEZ

Treez Online Menu

\$35.00 / 3.5g



COOKIES

1/8 | THC 15.0% | \$30.00 / 3.5g



\$30.00 / 3.5g



CRIPPLER

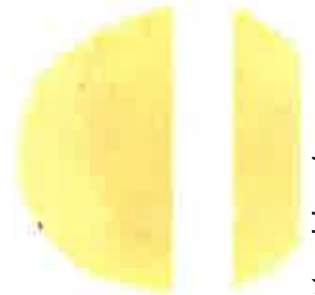
8/1 | \$13.00 / 1g



TERPENSTEIN

SUNSET SHERBERT

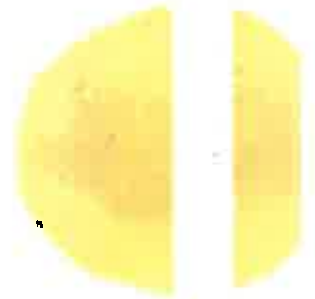
VE | THC 6.7% | CRUMBLE | 1g | \$40.00 / 1g



PURE HEADIES

MIMOSA

HYBRID | THC 14.1% | CURED RESIN | 1g | \$100.00 / 1g



PURE HEADIES

ZKITTELEZ

HYBRID | THC 5.1% | CURED RESIN | 1g | \$100.00 / 1g



BDH EXTRACTS

PURE CBD

CBD | DISTILLATE | 1g | \$80.00 / 1g



EDEN EXTRACTS
PURE CBD
1G
THC 0.24%
CBD 99.76%
DISTILLATE
\$60.00/1g



EDEN EXTRACTS
PURE CBD
1G
THC 0.44%
CBD 99.56%
DISTILLATE
\$60.00/1g



EDEN EXTRACTS
AK-47
.5G
THC 91.74%
SATIVA
DISTILLATE
\$30.00/0.5g



EDEN EXTRACTS
JACK HERER
.5G
THC 88.94%
SATIVA
DISTILLATE
\$30.00/0.5g



EDEN EXTRACTS
LEMON DROP
.5G
THC 0.24%
DISTILLATE
\$30.00/0.5g



EDEN EXTRACTS
PINEAPPLE EXPRESS
.5G
THC 72.74%
SATIVA
DISTILLATE
\$30.00/0.5g



EDEN EXTRACTS
STRAWBERRY COUGH
.5G
THC 91.74%
SATIVA
DISTILLATE
\$30.00/0.5g



EDEN EXTRACTS X CALI SIFT CO
UNDERDAWG OG
.5G
THC 57.88%
FLORER ROBIN
\$30.00/0.5g



HONEYCOMB FARMS
DIABLO OG
1G
THC 46.19%
HYBRID
HASH
\$20.00/1g



BARONI
CHEM SCOUT
.5G
THC 69.9%
HYBRID
HASH ROBIN
\$30.00/0.5g



BARONI
CHEM SIS
.5G
THC 72.74%
HYBRID
HASH ROBIN
\$30.00/0.5g



BARONI
LEMON JACK
.5G
THC 69.9%
HYBRID
HASH ROBIN
\$30.00/0.5g





BARON
LEMON SKUNK
 5g
 THC 64.5% HASH ROSIN
 HYBRID
 *30.00 / 0.5g



BARON
PURE KONG KUSH
 5g
 THC 59.9% HASH ROSIN
 HYBRID
 *30.00 / 0.5g



BARON
SOUR KUSH
 5g
 THC 75.0% HASH ROSIN
 HYBRID
 *30.00 / 0.5g



FULL FLAVA EXTRACTS
HARD LEMON
 1g
 HASH ROSIN
 HYBRID
 *120.00 / 1g



FULL FLAVA EXTRACTS
OG STRAWBERRY WATERMELON
 1g
 HASH ROSIN
 HYBRID
 *120.00 / 1g



FLOWER
 CARTRIDGE

FRESH EXTRACTS

*30.00 / 1g



GREASE MONKEY BUBBLE
SUNSET SHERBERT
 1g
 THC 94.5% HASH ROSIN
 V8
 *50.00 / 1g



EDIBLE
 EXTRACT

FRESH EXTRACTS

*30.00 / 1g



EPHEDRA
MASTER YODA KUSH TOBIKO
 1g
 ICE WAX
 HYBRID
 *60.00 / 1g



WAX
 PRE-ROLL

FRESH EXTRACTS

*30.00 / 1g



FULL FLAVA EXTRACTS
SOUR SCREWDRIVER
 0.5g
 THC 66.7% ICE WAX
 5K
 *45.00 / 0.5g



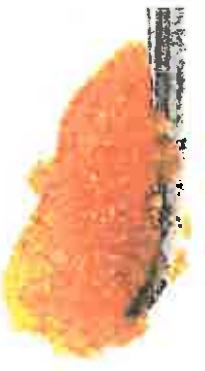
TOPICAL
 AEROSOL

FRESH EXTRACTS

*30.00 / 1g



ELEN EXTRACTS
SFV OG
THC 62.2%
JELLY .10
\$30.00/.10



FIRST CLASS CONCENTRATES
ANCIENT PINEAPPLE
HYBRID THC 74.7%
LIVE RESIN .06
\$50.00/.05g



FIRST CLASS CONCENTRATES
DRAGONFRUIT
SATIVA THC 64.9%
LIVE RESIN .06
\$50.00/.05g



FIRST CLASS CONCENTRATES
SHERBERT
THC 72.2%
LIVE RESIN .06
\$50.00/.05g



FIRST CLASS CONCENTRATES
CRITICAL MASS
CBD THC 49.0%
LIVE RESIN .06
\$45.00/.05g



FIRST CLASS CONCENTRATES
MANGO COOKIES
HYBRID THC 84.7%
LIVE RESIN .06
\$45.00/.05g



FIRST CLASS CONCENTRATES
STARKILLER
INDICA THC 61.0%
LIVE RESIN .06
\$40.00/.05g



HONEYCOMB FARMS
SUNSET SHERBERT
THC 61.0%
LIVE RESIN .06
\$25.00/.05g



11/10/2017

Treaz Online Menu

TERP PRESERVATION SOCIETY
CHOCOLATE D
HYBRID LIVE RESIN 1G
\$120.00/1g



TERP PRESERVATION SOCIETY
RUDE BOI OG
HYBRID LIVE RESIN 1G
\$120.00/1g



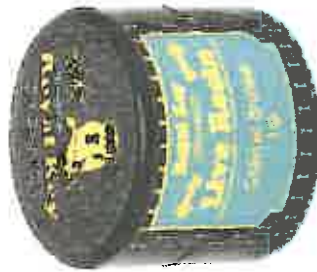
TERP PRESERVATION SOCIETY
SOUR BANANA SHERBET
HYBRID LIVE RESIN 1G
\$120.00/1g



TERP HOOZ X BEZZLE
GOLDEN KIWI
HYBRID THC 78.1% LIVE RESIN 0.5g
\$50.00/0.5g



URBOLS X 710 LABS
GORILLA GLUE #4
HYBRID LIVE RESIN 1G
\$100.00/1g



URBOLS X 710 LABS
OG KUSH
HYBRID LIVE RESIN 1G
\$100.00/1g



URBOLS X 710 LABS
SKYWALKER OG
HYBRID LIVE RESIN 0.5g
\$50.00/0.5g



EDBN EXTRACTS
ACTIVATED CBD
CBD THC 63.2% OIL 7g
\$60.00/1g



ROYAL KEY ORGANICS
CREME BRULEE
HYBRID SAUCE 1G
\$130.00/1g



ROYAL KEY ORGANICS
M. CON
HYBRID SAUCE 1G
\$130.00/1g



ROYAL KEY ORGANICS
YELLOW CAKE
HYBRID SAUCE 1G
\$130.00/1g



LUMPY'S X SHAMAN EXTRACTS
SUNNY D
HYBRID SHATTER 1G
\$50.00/1g





LUMPHY'S X SHAMAN EXTRACTS
SUNNY D X FRUIT ROLL-UP
 HYBRID SHATTER 10
 \$50.00 / 0.5g



LUMPHY'S X SHAMAN EXTRACTS
APPLE FRITTER
 HYBRID SHATTER .5g
 \$30.00 / 0.5g



LUMPHY'S X SHAMAN EXTRACTS
RECKLESS RAINBOW
 HYBRID THO 71.5% SHATTER .5g
 \$30.00 / 0.5g



LUMPHY'S X SHAMAN EXTRACTS
RP6
 HYBRID THO 68.1% SHATTER .5g
 \$30.00 / 0.5g



LUMPHY'S X SHAMAN EXTRACTS
SOUR APPLE HAZE
 HYBRID SHATTER .5g
 \$30.00 / 0.5g



TERPENENTIN
SUNSET SHERBERT
 US THO 64.7% SHATTER .1g
 \$40.00 / 0.5g



PERIODT LABS
LAVENDER KUSH
 INDICA THO 77.5% SUGAR .5g
 \$35.00 / 0.5g



PERIODT LABS
LEMON OG
 US THO 76.5% SUGAR .5g
 \$35.00 / 0.5g



PERIODT LABS
SOUR DREAM
 S/I THO 78.5% SUGAR .5g
 \$35.00 / 0.5g

URROLS
STRAWBERRY BANANA
 S/I SUGAR .5g
 \$80.00 / 0.5g

PLUS
ORIGINAL GUMMIES
 HYBRID GUMMY 10 MARIJUANA
 \$18.00

PLUS
SOUR GUMMIES
 HYBRID GUMMY 10 MARIJUANA
 \$18.00

C.A.D. **CBD TINCTURE 300MG**
CBD TINCTURE
\$80.00



C.A.D. **BLUEBERRY MUFFIN**
HYBRID TINCTURE
\$60.00



C.A.D. **LEMON REMEDY**
CBD TINCTURE
\$60.00



C.A.D. **CBD TINCTURE 150MG**
CBD TINCTURE
\$40.00



C.A.D. X SYMBIOTIC GENETICS
MIMOSA
HYBRID TINCTURE
\$70.00



C.A.D. X SYMBIOTIC GENETICS
BANANA PUNCH
HYBRID TINCTURE
\$70.00



C.A.D. **CBD PAIN CREAM HIGH**
CBD
\$140.00



C.A.D. **CBD PAIN CREAM MEDIUM**
CBD
\$60.00



CBD **CBD PAIN CREAM LOW**



CBD **CBD PAIN CREAM LOW**



US **DIABLO OG**
THO 70.00%



US **SUNSET SHERBERT**
THC 66.5%



11/11

50.00

Jez Online Menu

60.00 / 0.5g

60.00 / 0.5g

1

2

3

4



EDEN EXTRACTS
ZKITTLEZ
INDICA | THC 66.9%
\$60.00 / 0.5g

5



EDEN EXTRACTS
GRANDDADDY PURPLE
INDICA | THC 64.9%
\$40.00 / 0.5g

6



EDEN EXTRACTS
GRAPE APE
INDICA | THC 69.7%
\$40.00 / 0.5g

7



EDEN EXTRACTS
GREEN CRACK
SATIVA | THC 67.1%
\$40.00 / 0.5g

8



EDEN EXTRACTS
JACK HERER
SATIVA | THC 67.7%
\$40.00 / 0.5g

9



EDEN EXTRACTS
LEMON DROP
S | THC 60.7%
\$40.00 / 0.5g

10



EDEN EXTRACTS
SKYWALKER OG
S | THC 60.6%
\$40.00 / 0.5g

11



EDEN EXTRACTS
SOUR TANGIE
9/1 THO 68.5%
\$40.00 / 0.5g



EDEN EXTRACTS
STRAWBERRY BANANA
9/1 THO 68.5%
\$40.00 / 0.5g



EDEN EXTRACTS
STRAWBERRY COUGH
9/1 THO 61.2%
\$40.00 / 0.5g



EDEN EXTRACTS
STRAWBERRY JACK
9/1 THO 61.2%
\$40.00 / 0.5g



BUENA VISTA PREMIUM ROLLS
PINEAPPLE TONIC
CBD
\$15.00

MR. SHERBINSKI
BACIO GELATO
HYBRID
\$60.00

MR. SHERBINSKI
GELLO
HYBRID
\$60.00

MR. SHERBINSKI
MOCHI
HYBRID
\$60.00

product	type	brand
AMERICANNA AK-47	CARTRIDGE	AMERICANNA
AMERICANNA KANDY KUSH - THC 61%	CARTRIDGE	AMERICANNA
AMERICANNA KRYPTONITE - THC 60.94%	CARTRIDGE	AMERICANNA
AMERICANNA OG - THC 62%	CARTRIDGE	AMERICANNA
AMERICANNA PINEAPPLE EXPRESS	CARTRIDGE	AMERICANNA
AMERICANNA PINEAPPLE KUSH - THC 61%	CARTRIDGE	AMERICANNA
AMERICANNA STRAWBERRY COUGH - THC 61%	CARTRIDGE	AMERICANNA
AMERICANNA SUPER BLUEBERRY - THC 64 %	CARTRIDGE	AMERICANNA
BLOOM FARM AC/DC PAX POD	CARTRIDGE	BLOOM FARMS
BLOOM FARMS POD RETURNS	CARTRIDGE	BLOOM FARMS
BRASS KNUCKLES RETURNS	CARTRIDGE	BRASS
BANANA OG	CARTRIDGE	BRASS KNUCKLES
BLUEBERRY	CARTRIDGE	BRASS KNUCKLES
BRASS WOODS	CARTRIDGE	BRASS KNUCKLES
FORBIDDEN FRUIT	CARTRIDGE	BRASS KNUCKLES
GELATO	CARTRIDGE	BRASS KNUCKLES
GRAPE APE	CARTRIDGE	BRASS KNUCKLES
TANGIE	CARTRIDGE	BRASS KNUCKLES
CARE BY DESIGN CBD RETURNS	CARTRIDGE	CARE BY DESIGN
CBD CARTRIDGE, FREE BATTERY	CARTRIDGE	CARE BY DESIGN
CBD CARTRIDGE, FREE BATTERY & CART	CARTRIDGE	CARE BY DESIGN
VAPE CARTRIDGE 18:1	CARTRIDGE	CARE BY DESIGN
VAPE CARTRIDGE 1:1	CARTRIDGE	CARE BY DESIGN
VAPE CARTRIDGE 2:1	CARTRIDGE	CARE BY DESIGN
VAPE CARTRIDGE 4:1	CARTRIDGE	CARE BY DESIGN
VAPE CARTRIDGE 8:1	CARTRIDGE	CARE BY DESIGN
NECTAR - ANCIENT LIME	CARTRIDGE	EEL RIVER ORGANICS
NECTAR - BLUE WATER OG	CARTRIDGE	EEL RIVER ORGANICS
NECTAR - CHARLOTTE'S WEB	CARTRIDGE	EEL RIVER ORGANICS
NECTAR - CRACKLE BERRY	CARTRIDGE	EEL RIVER ORGANICS
NECTAR - DIESEL WRECK	CARTRIDGE	EEL RIVER ORGANICS
NECTAR - FOG BERRY	CARTRIDGE	EEL RIVER ORGANICS
NECTAR - GREEN DREAM	CARTRIDGE	EEL RIVER ORGANICS
NECTAR - OG	CARTRIDGE	EEL RIVER ORGANICS
NECTAR - SNO GEE	CARTRIDGE	EEL RIVER ORGANICS
NECTAR - TARDIS	CARTRIDGE	EEL RIVER ORGANICS
NECTAR - THE DOCTOR	CARTRIDGE	EEL RIVER ORGANICS
NECTAR - TIME MACHINE	CARTRIDGE	EEL RIVER ORGANICS
NECTAR - WHITE WIDOW	CARTRIDGE	EEL RIVER ORGANICS
BLACKBERRY KUSH	CARTRIDGE	EDEN EXTRACTS
CANDYLAND	CARTRIDGE	EDEN EXTRACTS

GORILLA GLUE
SOUR DIESEL
CBD GOLD CART
CLASSIC
CREME BRULE
PINEAPPLE
SPEARMINT
RE:LAX
RE:VIVE
JOLLI PHARMER SATIVA
ABX SOFT GELS (10MG-24CT)
ABX SOFT GELS (10MG-8CT)
ABX SOFT GELS (25MG-24CT)
ABX SOFT GELS (25MG-5CT)
ABX SOFT GELS (50MG-24CT)
ABX SOFT GELS (50MG-5CT)
GOLD CBD CHEW 40MG
HYBRID VEDA CHEW 70MG
INDICA VEDA CHEW 70MG
MEGA HYBRID CHEW 210MG
SATIVA VEDA CHEW 70MG
SILVER CBD CHEW 60MG
BHANG PRETZEL CHOCOLATE BAR
CBD CARAMEL
COOKIES N CREAM 180
ICE CHOCOLATE 180
TOFFEE CHOCOLATE BAR 120
CHOCOLATE CHIP COOKIE 40MG
CHOCOLATE CHIP COOKIE 6 PACK 120MG
CINNAMON & SUGAR 40MG
CINNAMON & SUGAR 6 PACK 120MG
COOKIE DOUGH 240MG
CRUZ'N COMBO 40MG
FREE 20MG COOKIE
GINGER COOKIE 6 PACK 120MG
LEMON COOKIE 6 PACK 120MG
PEANUT BUTTER 40MG
PEANUT BUTTER 6 PACK 120MG
CANNA BUTTER 340MG
CBD MINT POUCH
THC CITRUS POUCH
THC MINT POUCH

CARTRIDGE STANDARD OIL
CARTRIDGE STANDARD OIL
CARTRIDGE TETRA LABS
CARTRIDGE TETRA LABS
CARTRIDGE TETRA LABS
CARTRIDGE TETRA LABS
CARTRIDGE TETRA LABS
CARTRIDGE THE TERRAPEN
CARTRIDGE THE TERRAPEN
EDIBLE NULL
EDIBLE ABSOLUTE XTRACTS
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EDIBLE ABSOLUTE XTRACTS
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EDIBLE BIG PETE'S TREATS
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EDIBLE BIG PETE'S TREATS
EDIBLE BIG PETE'S TREATS
EDIBLE BUD BARBER
EDIBLE CANNADIPS
EDIBLE CANNADIPS
EDIBLE CANNADIPS

CHERRY LOZENGE (INDICA)	EDIBLE	CANNI-SOOTHE
CHERRY LOZENGE (SATIVA)	EDIBLE	CANNI-SOOTHE
GINGER CBD-OOS	EDIBLE	CANNI-SOOTHE
LEMON LOZENGE	EDIBLE	CANNI-SOOTHE
LEMON LOZENGE (SATIVA)	EDIBLE	CANNI-SOOTHE
STRAWBERRY CBD-OOS	EDIBLE	CANNI-SOOTHE
TANGERINE CBD-OOS	EDIBLE	CANNI-SOOTHE
18:1 CBD DROPS	EDIBLE	CARE BY DESIGN
1:1 CBD DROPS	EDIBLE	CARE BY DESIGN
2:1 CBD DROPS	EDIBLE	CARE BY DESIGN
4:1 CBD DROPS	EDIBLE	CARE BY DESIGN
8:1 CBD DROPS	EDIBLE	CARE BY DESIGN
CARE BY DESIGN BATTERY	EDIBLE	CARE BY DESIGN
CARE BY DESIGN VENDOR DAY BOGO	EDIBLE	CARE BY DESIGN
CBD SOFT GELS (18:1-24CT)	EDIBLE	CARE BY DESIGN
CBD SOFT GELS (18:1-5CT)	EDIBLE	CARE BY DESIGN
CBD SOFT GELS (1:1-24CT)	EDIBLE	CARE BY DESIGN
CBD SOFT GELS (1:1-5CT)	EDIBLE	CARE BY DESIGN
CARAMEL HYBRID 100MG	EDIBLE	CHEEBA CHEWS
CBD 20/50 HYBRID	EDIBLE	CHEEBA CHEWS
DECA DOSE 175MG	EDIBLE	CHEEBA CHEWS
GREEN HORNET CBD 50MG	EDIBLE	CHEEBA CHEWS
GREEN HORNET HYBRID 100MG	EDIBLE	CHEEBA CHEWS
GREEN HORNET INDICA 100MG	EDIBLE	CHEEBA CHEWS
GREEN HORNET SATIVA 100MG	EDIBLE	CHEEBA CHEWS
HYBRID CHEEBA CHEW 70MG	EDIBLE	CHEEBA CHEWS
INDICA CHEEBA CHEW 70MG	EDIBLE	CHEEBA CHEWS
PURE CBD 50MG	EDIBLE	CHEEBA CHEWS
SATIVA CHEEBA CHEW 70MG	EDIBLE	CHEEBA CHEWS
CHOCOLATE CARAMEL 50MG	EDIBLE	CHOOSE LOVE
MINT CHOCOLATE DELIGHT 1000MG	EDIBLE	CHOOSE LOVE
MINT CHOCOLATE DELIGHT 300MG	EDIBLE	CHOOSE LOVE
PINEAPPLE CARAMEL 100MG	EDIBLE	CHOOSE LOVE
PINK HIMALAYAN SALT 100MG CBD	EDIBLE	CHOOSE LOVE
PINK HIMALAYAN SALT 1:1 CBD	EDIBLE	CHOOSE LOVE
APPLE PIE CARAMEL 25MG	EDIBLE	CHOOSELOVE
BUTTER 2000MG	EDIBLE	CLARIFIED CONFECTIONS
CHOCOLATE CHUNK COOKIES 160MG	EDIBLE	CLARIFIED CONFECTIONS
CINNAMON SUGAR COOKIES 160MG	EDIBLE	CLARIFIED CONFECTIONS
MOLASSES GINGER COOKIES 160MG	EDIBLE	CLARIFIED CONFECTIONS
OATMEAL CRAISIN WHITE CHOCOLATE 160MG	EDIBLE	CLARIFIED CONFECTIONS
PEANUT BUTTER CHOCOLATE CHIP 160MG	EDIBLE	CLARIFIED CONFECTIONS

SPICY ICED PUMPKIN COOKIES 160MG	EDIBLE	CLARIFIED CONFECTIONS
WHITE CHOCOLATE MACADAMIA 160MG	EDIBLE	CLARIFIED CONFECTIONS
CBD 1:1 CHOCOLATE BAR 90MG	EDIBLE	DAY DREAMERS
INDICA CHOCOLATE BAR 180MG	EDIBLE	DAY DREAMERS
SATIVA 720 BAR	EDIBLE	DAY DREAMERS
SATIVA CHOCOLATE BAR 180MG	EDIBLE	DAY DREAMERS
DIXIE RELAXING PEPPERMINT	EDIBLE	DIXIE
DIXIE SYNERGY MIXED BERRY MINT	EDIBLE	DIXIE
AWAKENING MINTS	EDIBLE	DIXIE ELIXERS
DIXIE RELAXING MINTS	EDIBLE	DIXIE ELIXERS
OLD FASHIONED SARSAPARILLA 90MG	EDIBLE	DIXIE ELIXERS
PEACH TEA 200MG	EDIBLE	DIXIE ELIXERS
PEACH TEA 90MG	EDIBLE	DIXIE ELIXERS
RELAXING MINTS	EDIBLE	DIXIE ELIXERS
SPARKLING BLUEBERRY 90MG	EDIBLE	DIXIE ELIXERS
SPARKLING POMEGRANATE 90MG	EDIBLE	DIXIE ELIXERS
SYNERGY MINTS	EDIBLE	DIXIE ELIXERS
WILD BERRY LEMONADE 200MG	EDIBLE	DIXIE ELIXERS
WILD BERRY LEMONADE 90MG	EDIBLE	DIXIE ELIXERS
ASSORTED MINI GUMMY	EDIBLE	FLURISH
CBD 1:1 MIXED BERRY 40MG	EDIBLE	FLURISH
MANGO GUMMIE HYBRID 150MG	EDIBLE	FLURISH
MANGO GUMMIE HYBRID 300MG	EDIBLE	FLURISH
PINEAPPLE GUMMIE SATIVA 150MG	EDIBLE	FLURISH
PINEAPPLE GUMMIE SATIVA 300MG	EDIBLE	FLURISH
SOUR APPLE GUMMIE HYBRID 150MG	EDIBLE	FLURISH
SOUR APPLE GUMMIE HYBRID 300MG	EDIBLE	FLURISH
WATERMELON GUMMIE 150MG	EDIBLE	FLURISH
WATERMELON GUMMIE SATIVA 150MG	EDIBLE	FLURISH
WATERMELON GUMMIE SATIVA 300MG	EDIBLE	FLURISH
O2 SEMI MELT	EDIBLE	FOTON
KIWI STRAWBERRY LOZENGE INDICA 77MG	EDIBLE	FOTON ENTERPRISE
SPARKLING GRAPE 100MG	EDIBLE	HABIT
SPARKLING KIWI 100MG	EDIBLE	HABIT
SPARKLING LEMON 100MG	EDIBLE	HABIT
SPARKLING MANGO 100MG	EDIBLE	HABIT
SPARKLING PEACH 100MG	EDIBLE	HABIT
SPARKLING PINEAPPLE 100MG	EDIBLE	HABIT
SPARKLING PINEAPPLE CBD 50MG	EDIBLE	HABIT
SPARKLING RASPBERRY 100MG	EDIBLE	HABIT
SPARKLING STRAWBERRY 100MG	EDIBLE	HABIT
HONEY 2OZ. CBD 90MG	EDIBLE	HAPPY SEED EDIBLES

HONEY 2OZ. INDICA 250MG	EDIBLE	HAPPY SEED EDIBLES
HONEY 2OZ. SATIVA 250MG	EDIBLE	HAPPY SEED EDIBLES
HONEY 5OZ. CBD 60MG	EDIBLE	HAPPY SEED EDIBLES
HONEY 5OZ. INDICA 250MG	EDIBLE	HAPPY SEED EDIBLES
HONEY 5OZ. SATIVA 250MG	EDIBLE	HAPPY SEED EDIBLES
HONEY STIX (INDICA OR SATIVA)	EDIBLE	HAPPY SEED EDIBLES
HONEY STIX CBD 10MG	EDIBLE	HAPPY SEED EDIBLES
HONEY STIX INDICA 25MG	EDIBLE	HAPPY SEED EDIBLES
HONEY STIX SATIVA 25MG	EDIBLE	HAPPY SEED EDIBLES
BLUEBERRY	EDIBLE	HONEST EXTRACTS
BLUES AWAY	EDIBLE	HUMBOLDT APOTHECARY
BRAIN TONIC	EDIBLE	HUMBOLDT APOTHECARY
BREATHE	EDIBLE	HUMBOLDT APOTHECARY
CALM	EDIBLE	HUMBOLDT APOTHECARY
CANNA-BITTERS	EDIBLE	HUMBOLDT APOTHECARY
CRAMP EASE CBD	EDIBLE	HUMBOLDT APOTHECARY
DEEP SLEEP	EDIBLE	HUMBOLDT APOTHECARY
INFLAMMATION SOOTHER	EDIBLE	HUMBOLDT APOTHECARY
LOVE POTION #7	EDIBLE	HUMBOLDT APOTHECARY
SWEET JANE CBD 16:1	EDIBLE	HUMBOLDT APOTHECARY
SWEET JANE CBD 1:1	EDIBLE	HUMBOLDT APOTHECARY
SWEET JANE CBD 4:1	EDIBLE	HUMBOLDT APOTHECARY
SWEET JANE CBD 8:1	EDIBLE	HUMBOLDT APOTHECARY
SWEET JANE THC	EDIBLE	HUMBOLDT APOTHECARY
ELIXER OF LIFE 100MG	EDIBLE	IRISH MOSS
ELIXER OF LIFE 50MG	EDIBLE	IRISH MOSS
GREEN TEA	EDIBLE	JANE'S BREW
SWEET TEA	EDIBLE	JANE'S BREW
TROPICAL PASSION	EDIBLE	JANE'S BREW
JOLLI FARMER RASBERRY	EDIBLE	JOLLI FARMER
LEMON LOZENGE SATIVA 77MG	EDIBLE	JOLLI PHARMER
RASBERRY LOZENGE INDICA 77MG	EDIBLE	JOLLI PHARMER
CBD CAPSULES 30MG	EDIBLE	KIND MEDICINE
CBD MINI CAPSULES 6MG	EDIBLE	KIND MEDICINE
INDICA CAPSULES 30MG	EDIBLE	KIND MEDICINE
INDICA MINI CAPSULES 15MG	EDIBLE	KIND MEDICINE
KIND CAPS CBD 11MG	EDIBLE	KIND MEDICINE
KIND MEDICINE FREE SAMPLE	EDIBLE	KIND MEDICINE
SATIVA CAPSULES 30MG	EDIBLE	KIND MEDICINE
SATIVA MINI CAPSULES 15MG	EDIBLE	KIND MEDICINE
BLACKBERRY DARK CHOCOLATE BAR 180MG	EDIBLE	KIVA
BUY ANY ONE KIVA, GET 45MG SINGLE	EDIBLE	KIVA

DARK CHOCOLATE BAR 60MG	EDIBLE	KIVA
ESPRESSO 1:1 DARK CHOCOLATE BAR 60MG	EDIBLE	KIVA
GINGER 1:1 DARK CHOCOLATE BAR 120MG	EDIBLE	KIVA
MILK CHOCOLATE BAR 60MG	EDIBLE	KIVA
MINT CHIP	EDIBLE	KIVA
MINT IRISH CREAM 180MG	EDIBLE	KIVA
TANGERINE DARK CHOCOLATE BAR 180MG	EDIBLE	KIVA
TERRA BLUEBERRY BITES 120MG	EDIBLE	KIVA
TERRA ESPRESSO BITES 120MG	EDIBLE	KIVA
VANILLA CHAI MILK CHOCOLATE BAR 180MG	EDIBLE	KIVA
51/50 BAR 500MG	EDIBLE	KOROVA
BLACK BAR 1000MG	EDIBLE	KOROVA
CHOCOLATE CHIP COOKIE 150MG	EDIBLE	KOROVA
CHOCOLATE CHIP DIP	EDIBLE	KOROVA
CHOCOLATE CHIP DIP 250MG	EDIBLE	KOROVA
KOROVA FREE SAMPLE	EDIBLE	KOROVA
MINT DIP COOKIE 250MG	EDIBLE	KOROVA
PEANUT BUTTER DIP COOKIE 250MG	EDIBLE	KOROVA
REVERSE DIP COOKIE 250MG	EDIBLE	KOROVA
SALTED CARAMEL BLONDIE 500MG	EDIBLE	KOROVA
SATURDAY MORNING 150MG	EDIBLE	KOROVA
TRIPLE CHOCOLATE BROWNIE	EDIBLE	KOROVA
VEGAN CHOCOLATE PEANUT BUTTER BAR	EDIBLE	KOROVA
VEGAN CHOCOLATE PEANUT BUTTER BAR 300MG	EDIBLE	KOROVA
VENDOR SAMPLE	EDIBLE	KOROVA
WHITE CHEDDAR POPCORN 300MG	EDIBLE	KOROVA
CBD GUMMIE 60MG	EDIBLE	KUSHY PUNCH
HYBRID GUMMIE 100MG	EDIBLE	KUSHY PUNCH
INDICA GUMMIE 100MG	EDIBLE	KUSHY PUNCH
RECOVER GUMMIE 60MG	EDIBLE	KUSHY PUNCH
SATIVA GUMMIE 100MG	EDIBLE	KUSHY PUNCH
T.K.O. HYBRID GUMMIE 200MG	EDIBLE	KUSHY PUNCH
INDICA CAPSULE 2 PACK 50MG	EDIBLE	LIQUID DREAMS
SATIVA CAPSULE 2 PACK 50MG	EDIBLE	LIQUID DREAMS
HYBRID HEMP MILK	EDIBLE	META MILK
INDICA HEMP MILK	EDIBLE	META MILK
BLASTED TOFFEE BAR 250MG	EDIBLE	MOON BARS
COSMIC CAPPUCINO BAR 250MG	EDIBLE	MOON BARS
SPACEMAN MINT BAR 250MG	EDIBLE	MOON BARS
EUCALYPTUS MINTS 2.5MG	EDIBLE	PETRA
MOROCCAN MINT 2.5MG	EDIBLE	PETRA
PLUS GUMMIES 200MG	EDIBLE	PLUS

ROCKWOOL - PCG - GELTO	EDIBLE	PURPLE CITY GENETICS
DARK CHOCOLATE CACAO BEANS 140MG	EDIBLE	SATORI CHOCOLATES
DARK CHOCOLATE SINGLE 10MG	EDIBLE	SATORI CHOCOLATES
DARK CHOCOLATE SINGLE 40MG	EDIBLE	SATORI CHOCOLATES
MILK CHOCOLATE RAISINS 140MG	EDIBLE	SATORI CHOCOLATES
MILK CHOCOLATE SINGLE 10MG	EDIBLE	SATORI CHOCOLATES
MILK CHOCOLATE SINGLE 40MG	EDIBLE	SATORI CHOCOLATES
MILK CHOCOLATE STRAWBERRIES 140MG	EDIBLE	SATORI CHOCOLATES
SALTED CARAMEL ALMONDS IN DARK CHOCOLATE	EDIBLE	SATORI CHOCOLATES
CBD 1:1 CHEW 50MG	EDIBLE	SENSI CHEW
ENERGY CHEW 100MG	EDIBLE	SENSI CHEW
EXTRA STRENGTH 200MG	EDIBLE	SENSI CHEW
INSOMNIA CHEW 100MG	EDIBLE	SENSI CHEW
INSOMNIA PLUS CHEW 60MG	EDIBLE	SENSI CHEW
PURE CBD PLATINUM 100MG	EDIBLE	SENSI CHEW
AFGOOEY BROWNIE 70MG	EDIBLE	SHAMAN HEALERS
LEMON SKUNK CAKE 70MG	EDIBLE	SHAMAN HEALERS
STRAWBERRY KUSH CAKE 70MG	EDIBLE	SHAMAN HEALERS
CHAMOMILE TEA	EDIBLE	SKYLINE TEA
COLD & FLU TEA	EDIBLE	SKYLINE TEA
EARL GREY TEA	EDIBLE	SKYLINE TEA
PASSION PEACH TEA	EDIBLE	SKYLINE TEA
POMEGRANATE GREEN TEA	EDIBLE	SKYLINE TEA
CITRUS SODA 45MG	EDIBLE	SPRIG
GOLDCAPS	EDIBLE	TETRALABS
1:1 CBD LEMON GINGER SUBTLE TEA 25MG	EDIBLE	VCC BRANDS
BLACK SUBTLE TEA 40MG	EDIBLE	VCC BRANDS
CBD 100MG HIBISCUS QUENCHER	EDIBLE	VCC BRANDS
CBD 100MG ZINGER	EDIBLE	VCC BRANDS
CBD 1:1 CHURRO	EDIBLE	VCC BRANDS
CBD 8:1 DREAMTIME PM SUBTLE TEA 25MG	EDIBLE	VCC BRANDS
CBD MANGO QUENCHER 1:1 40MG	EDIBLE	VCC BRANDS
CBD POMEGRANATE BLUE ACAI QUENCHER	EDIBLE	VCC BRANDS
CHERRY LIMEADE 100MG	EDIBLE	VCC BRANDS
HIBISCUS BERRY SUBTLE TEA 40MG	EDIBLE	VCC BRANDS
LEMONADE QUENCHER 100MG	EDIBLE	VCC BRANDS
LEMONADE QUENCHER 200MG	EDIBLE	VCC BRANDS
MANGO QUENCHER 100MG	EDIBLE	VCC BRANDS
MASALA CHAI SUBTLE TEA 40MG	EDIBLE	VCC BRANDS
PASSION FRUIT QUENCHER 200MG	EDIBLE	VCC BRANDS
PEACE KRISPIE TREAT 100MG	EDIBLE	VCC BRANDS
PEACE KRISPIE TREAT 36MG	EDIBLE	VCC BRANDS

RAW VEGAN CHOCOLATE PYRAMID 30MG	EDIBLE	VCC BRANDS
SENGHA GREEN SUBTLE TEA 40MG	EDIBLE	VCC BRANDS
STRAWBERRY LEMONADE 100MG	EDIBLE	VCC BRANDS
STRAWBERRY LEMONADE QUENCHER 200MG	EDIBLE	VCC BRANDS
THC DREAMTIME PM SUBTLE TEA 40MG	EDIBLE	VCC BRANDS
THE CHIPSTER 250MG	EDIBLE	VCC BRANDS
THE ELVIS 1000MG	EDIBLE	VCC BRANDS
THE HIPPIE 500MG	EDIBLE	VCC BRANDS
THE SURFER 150MG	EDIBLE	VCC BRANDS
WATERMELON LIME QUENCHER 100MG	EDIBLE	VCC BRANDS
WATERMELON LIME QUENCHER 200MG	EDIBLE	VCC BRANDS
WILDBERRY GUAVA QUENCHER 100MG	EDIBLE	VCC BRANDS
BLACK CHERRY CBD 25MG	EDIBLE	WASKA
CHOCOLATE 150MG	EDIBLE	WASKA
CHOCOLATE 50MG	EDIBLE	WASKA
COOKIES N CREAM 300MG	EDIBLE	WASKA
MOCHA 150MG	EDIBLE	WASKA
MOCHA 50MG	EDIBLE	WASKA
STRAWBERRY 150MG	EDIBLE	WASKA
STRAWBERRY 50MG	EDIBLE	WASKA
VANILLA 150MG	EDIBLE	WASKA
VANILLA 50MG	EDIBLE	WASKA
KUSH NUTS - INDICA 180MG	EDIBLE	WISH EDIBLES
KUSH NUTS - SATIVA 180MG	EDIBLE	WISH EDIBLES
TINCTURE 420MG THC	EDIBLE	WONDER
HIGH THC FULL EXTRACT OIL	EDIBLE	WONDER EXTRACTS
1:1 CBD/THC FULL EXTRACT OIL	EDIBLE	WONDER PRODUCTS
HIGH CBD 25:1/FULL EXTRACT OIL	EDIBLE	WONDER PRODUCTS
TINCTURE 25:1 CBD	EDIBLE	WONDER PRODUCTS
TINCTURE 2:1 CBD	EDIBLE	WONDER PRODUCTS
ORGANAKOIL RSO 1G	EDIBLE	YAK EDIBLES
ORGANAKOIL RSO 5G	EDIBLE	YAK EDIBLES
BBQ POTATO CHIPS 50MG	EDIBLE	YUMMI KARMA
NACHO CHEESE TORILLA CHIPS 50MG	EDIBLE	YUMMI KARMA
SALSA PICANTE TORILLA CHIPS 50MG	EDIBLE	YUMMI KARMA
SALT N PEPPER POTATO CHIPS 50MG	EDIBLE	YUMMI KARMA
SOUR CREAM & ONION POTATO CHIPS 50MG	EDIBLE	YUMMI KARMA
SRIRACHA POTATO CHIPS 50MG	EDIBLE	YUMMI KARMA
ZESTY RANCH TORILLA CHIPS 50MG	EDIBLE	YUMMI KARMA
707 HEADBAND	EXTRACT	NULL
BLOOM FARMS PODS THC RETURNS	EXTRACT	NULL
BLUE DADDY WAX	EXTRACT	NULL

BLUE DAY DREAMS	EXTRACT	NULL
BLUE DAY DREAMS WAX	EXTRACT	NULL
CHEM DAWG 91 WAX	EXTRACT	NULL
GWS HASH	EXTRACT	NULL
KANDY KUSH	EXTRACT	NULL
KIMBO CROCKETT WAX	EXTRACT	NULL
RED DRAGON MELT	EXTRACT	NULL
REDEMPTION (BLEND OF STRAINS)	EXTRACT	NULL
REVIVID CBD	EXTRACT	NULL
ROYAL RASPBERRY MELT	EXTRACT	NULL
VIPER COOKIES	EXTRACT	NULL
CBD XO 28:1	EXTRACT	BAS RESEARCH
OG KUSH SHATTER 1/2G	EXTRACT	BAS RESEARCH
BLOOM FARMS PODS AC/DC RETURNS	EXTRACT	BLOOM FARMS
CHEESE .5G	EXTRACT	BRITE LABS
GOD'S GIFT .5G	EXTRACT	BRITE LABS
HEADBAND .5G	EXTRACT	BRITE LABS
JACK HERER .5G	EXTRACT	BRITE LABS
LEMON DIESEL .5G	EXTRACT	BRITE LABS
OGRE .5G	EXTRACT	BRITE LABS
PINE BERRY .5G	EXTRACT	BRITE LABS
PURPLE BLACKBERRY .5G	EXTRACT	BRITE LABS
PURPLE CINDERELLA .5G	EXTRACT	BRITE LABS
PURPLE DREAM .5G	EXTRACT	BRITE LABS
SOUR DIESEL .5G	EXTRACT	BRITE LABS
SOUR OG .5G	EXTRACT	BRITE LABS
SWEET TOOTH .5G	EXTRACT	BRITE LABS
3 KINGS TANGIE 1G	EXTRACT	BUBBLEMAN'S
BLUE GLUE .5G	EXTRACT	BUBBLEMAN'S
MTG CREAMSICLE 1G	EXTRACT	BUBBLEMAN'S
CBD OIL 1G	EXTRACT	CHRONIC ESSENTIALS
HIGH CBD OIL 1G	EXTRACT	CHRONIC ESSENTIALS
INDICA OIL 1G	EXTRACT	CHRONIC ESSENTIALS
SATIVA OIL 1G	EXTRACT	CHRONIC ESSENTIALS
BRUCE BANNAR 12 GRAM SLAB (RAFFLE PRIZE)	EXTRACT	CREME DE CANNA
BRUCE BANNER SHATTER .5G	EXTRACT	CREME DE CANNA
BUY TWO, GET ONE FREE	EXTRACT	CREME DE CANNA
CHEM DIESEL SHATTER .5G	EXTRACT	CREME DE CANNA
CREME SUNDAE BUDDER 1G	EXTRACT	CREME DE CANNA
CREME SUNDAE PULL N SNAP 1G	EXTRACT	CREME DE CANNA
GOLDEN DIESEL SHATTER .5G	EXTRACT	CREME DE CANNA
GOLDEN PINEAPPLE SHATTER .5G	EXTRACT	CREME DE CANNA

BLUE HAZE HASH	EXTRACT	FOTON ENTERPRISE
BRAZILIAN UTOPIA	EXTRACT	FOTON ENTERPRISE
BUBBA KUSH MELT 1G	EXTRACT	FOTON ENTERPRISE
BUBBLE GUM MELT	EXTRACT	FOTON ENTERPRISE
CASHMERE HASH	EXTRACT	FOTON ENTERPRISE
COLADA KUSH BLEND	EXTRACT	FOTON ENTERPRISE
CRYSTAL GODDESS	EXTRACT	FOTON ENTERPRISE
CRYSTAL GODDESS FULL MELT	EXTRACT	FOTON ENTERPRISE
GLUE TECH FULL MELT	EXTRACT	FOTON ENTERPRISE
GORILLA TECH SEMI	EXTRACT	FOTON ENTERPRISE
GRAPE PINEAPPLE KUSH HASH	EXTRACT	FOTON ENTERPRISE
HASH BLEND (H)	EXTRACT	FOTON ENTERPRISE
HUCKLEBERRY DEATH STAR	EXTRACT	FOTON ENTERPRISE
HUMBOLDT HASHIE SACK	EXTRACT	FOTON ENTERPRISE
HUMBOLDT HASHIE SACK 1G	EXTRACT	FOTON ENTERPRISE
MENDO BLENDO HASH	EXTRACT	FOTON ENTERPRISE
MR MIYAGI MELT 1/2G	EXTRACT	FOTON ENTERPRISE
O2 SEMI MELT .5G	EXTRACT	FOTON ENTERPRISE
OG KUSH ICE WAX 1G	EXTRACT	FOTON ENTERPRISE
RAVANA HASH .5G	EXTRACT	FOTON ENTERPRISE
RED DRAGON HASH	EXTRACT	FOTON ENTERPRISE
RED DRAGON MELT 1/2G	EXTRACT	FOTON ENTERPRISE
RED DRAGON MELT 1G	EXTRACT	FOTON ENTERPRISE
ROYAL RAZZBERRY MELT	EXTRACT	FOTON ENTERPRISE
SKYHIGH HASH	EXTRACT	FOTON ENTERPRISE
U2 ICE WAX 1G	EXTRACT	FOTON ENTERPRISE
UV COOKIES	EXTRACT	FOTON ENTERPRISE
VIPER COOKIES FULL MELT	EXTRACT	FOTON ENTERPRISE
VIPER COOKIES MELT	EXTRACT	FOTON ENTERPRISE
GANESH CRYSTALS FULL SPECTRUM 1G	EXTRACT	FULL SPECTRUM
INGRID HASH	EXTRACT	FULL SPECTRUM
RED DRAGON SEMI	EXTRACT	FULL SPECTRUM
BLUE DREAM	EXTRACT	GOLDEN RATIO EXTRACTS
CLEMENTINE X PINEAPPLE	EXTRACT	GOLDEN RATIO EXTRACTS
FRUITY PEBBLES	EXTRACT	GOLDEN RATIO EXTRACTS
GOO	EXTRACT	GOLDEN RATIO EXTRACTS
MEDI HAZE	EXTRACT	GOLDEN RATIO EXTRACTS
HMBLDT RETURNS	EXTRACT	HMBLDT
CHERRY PUFF	EXTRACT	HONEST EXTRACTS
GRAPEFRUIT HAZE	EXTRACT	HONEST EXTRACTS
HIPPIE CRIPPLER	EXTRACT	HONEST EXTRACTS
JACK FROST	EXTRACT	HONEST EXTRACTS

LEMON LIME	EXTRACT	HONEST EXTRACTS
MAUI WAUI	EXTRACT	HONEST EXTRACTS
NYC DIESEL	EXTRACT	HONEST EXTRACTS
PINEAPPLE	EXTRACT	HONEST EXTRACTS
RAW	EXTRACT	HONEST EXTRACTS
RAW WAX	EXTRACT	HONEST EXTRACTS
ROYAL VALLEY KUSH	EXTRACT	HONEST EXTRACTS
SHERBERT	EXTRACT	HONEST EXTRACTS
TANGIE	EXTRACT	HONEST EXTRACTS
TERPENES	EXTRACT	HONEST EXTRACTS
WHITE GORILLA	EXTRACT	IVXX
BUY ONE, GET ONE	EXTRACT	KIVA
BERRY WHITE 1G	EXTRACT	KRAVE
BLACK CHERRY HAZE 1G	EXTRACT	KRAVE
BUBBA KUSH 1G	EXTRACT	KRAVE
DOG WALKER 1G	EXTRACT	KRAVE
DREAM QUEEN 1G	EXTRACT	KRAVE
FIRE OG 1G	EXTRACT	KRAVE
HARLEQUIN SHATTER 1G	EXTRACT	KRAVE
JACK HERER 1G	EXTRACT	KRAVE
KANDY KUSH 1G	EXTRACT	KRAVE
LEMON KUSH 1G	EXTRACT	KRAVE
PLATINUM OG 1G	EXTRACT	KRAVE
SOUR DIESEL 1G	EXTRACT	KRAVE
SWAMP THING SHATTER 1G	EXTRACT	KRAVE
TRAINWRECK 1G	EXTRACT	KRAVE
WHITE WIDOW 1G	EXTRACT	KRAVE
BLUE BETTY 1G	EXTRACT	LEGION OF BLOOM
CHERRY AK-47 1G	EXTRACT	LEGION OF BLOOM
CRITICAL JACK ROSIN 1G	EXTRACT	LEGION OF BLOOM
GORILLA GLUE 1G	EXTRACT	LEGION OF BLOOM
GORILLA GLUE ROSIN 1G	EXTRACT	LEGION OF BLOOM
ISLAND SWEET SKUNK 1G	EXTRACT	LEGION OF BLOOM
KUSH N CHEESE 1G	EXTRACT	LEGION OF BLOOM
LEGION OF BLOOM RETURNS	EXTRACT	LEGION OF BLOOM
LEGION OF BLOOM RETURNS PODS	EXTRACT	LEGION OF BLOOM
PINEAPPLE SKUNK 1G	EXTRACT	LEGION OF BLOOM
SFV OG ROSIN 1G	EXTRACT	LEGION OF BLOOM
SKYWALKER OG 1G	EXTRACT	LEGION OF BLOOM
UK CHEESE 1G	EXTRACT	LEGION OF BLOOM
2 KINGS HASH	EXTRACT	NASHA
3 KINGS TEMPLE BALLS 1G	EXTRACT	NASHA

707 KUSH FULL MELT 1G	EXTRACT	NASHA
BERRY WHITE ICE HASH 1G	EXTRACT	NASHA
DOLCE TERRA FULL MELT 1G	EXTRACT	NASHA
DURBAN POISON 1G	EXTRACT	NASHA
FIRE OG HASH 1/2G	EXTRACT	NASHA
FORUM GS COOKIES SEMI MELT 1G	EXTRACT	NASHA
FRESH BAKED GSC COOKIES 1G	EXTRACT	NASHA
FRUIT DREAM	EXTRACT	NASHA
GAS OG HASH 1G	EXTRACT	NASHA
GSC TEMPLE BALLS	EXTRACT	NASHA
KOSHER KUSH HASH 1G	EXTRACT	NASHA
LEMON CHEESE CAKE HASH 1G	EXTRACT	NASHA
OG KUSH HASH 1/2G	EXTRACT	NASHA
OM'S KUSH FULL MELT	EXTRACT	NASHA
PINEAPPLE SUMMER ICE HASH 1G	EXTRACT	NASHA
PURPLE KUSH	EXTRACT	NASHA
PURPLE KUSH HASH	EXTRACT	NASHA
ROYAL GRAPE	EXTRACT	NASHA
SFV OG	EXTRACT	NASHA
SFV OG KUSH HASH	EXTRACT	NASHA
SOUR DIESEL	EXTRACT	NASHA
SOUR DIESEL HASH 1G	EXTRACT	NASHA
STARKILLER OG HASH 1G	EXTRACT	NASHA
WHITE WIDOW HASH 1/2G	EXTRACT	NASHA
THC BOMB HASH 1G	EXTRACT	NATIV
BLUE MOONSHINE PREMIUM SHATTER 1G	EXTRACT	NUG
DOLCE SHATTER 1G	EXTRACT	NUG
GOD'S GIFT SHATTER 1G	EXTRACT	NUG
GORILLA GLUE SHATTER 1G	EXTRACT	NUG
HEADBAND CRUMBLE 1G	EXTRACT	NUG
HEADBAND SHATTER 1G	EXTRACT	NUG
JUICY JACK PREMIUM SHATTER 1G	EXTRACT	NUG
JUICY JACK SAUCE 1G	EXTRACT	NUG
LEMONADE HAZE SHATTER 1G	EXTRACT	NUG
PREMIUM JACK CRUMBLE 1G	EXTRACT	NUG
PREMIUM JACK SHATTER 1G	EXTRACT	NUG
WHITE BUFFALO OG SHATTER	EXTRACT	NUG
NUG VENDOR DAY BOGO	EXTRACT	NUG VENDOR DAY
\$100 OG THC - 84.3%	EXTRACT	PAPER PLANES
ALIEN ORANGE COOKIES THC - 73.3%	EXTRACT	PAPER PLANES
BLUEBERRY THC - 74.1 CBD - .51	EXTRACT	PAPER PLANES
BUDDER OG THC - 78.2%	EXTRACT	PAPER PLANES

CHEM DAWG THC - 71.5%	EXTRACT	PAPER PLANES
DEATH STAR THC - 84.2%	EXTRACT	PAPER PLANES
DOSIDO LIVE RESIN	EXTRACT	PAPER PLANES
DOSIDO LIVE RESIN THC - 85.6%	EXTRACT	PAPER PLANES
GELATO THC - 76.5%	EXTRACT	PAPER PLANES
GORILLA GLUE	EXTRACT	PAPER PLANES
GORILLA OG - THC 72.4 CBD - 0.1	EXTRACT	PAPER PLANES
GUAVA GELATO THC - 74.4%	EXTRACT	PAPER PLANES
LEMON FUEL OG THC - 83.8%	EXTRACT	PAPER PLANES
LEMON WALKER LIVE RESIN THC - 84.7	EXTRACT	PAPER PLANES
PIE FACE THC - 76%	EXTRACT	PAPER PLANES
PURPLE OG THC - 69.9%	EXTRACT	PAPER PLANES
PURPLE PUNCH THC - 83.6%	EXTRACT	PAPER PLANES
SNOW CAP THC - 75%	EXTRACT	PAPER PLANES
INTERSTELLAR SHATTER 1/2G (GOLD)	EXTRACT	QUALITY CONCENTRATES
KEYSER SOZE 1/2G (DIAMOND)	EXTRACT	QUALITY CONCENTRATES
LEMON GLUE SHATTER 1/2G (PLATINUM)	EXTRACT	QUALITY CONCENTRATES
SPACE ODDITY SHATTER 1/2G (DIAMOND)	EXTRACT	QUALITY CONCENTRATES
XJ-13 SHATTER 1/2G (PLATINUM)	EXTRACT	QUALITY CONCENTRATES
KING KONG KUSH CRUMBLE 1G	EXTRACT	SKUNK FEATHER
SUPER LEMON HAZE CRUMBLE 1G	EXTRACT	SKUNK FEATHER
TROPICALI CRUMBLE 1G	EXTRACT	SKUNK FEATHER
MASTER KUSH SHATTER 1G	EXTRACT	SPLATTER LABS
SHARK SHOCK SHATTER 1G	EXTRACT	SPLATTER LABS
SOUR GLUE BUDDER 1G	EXTRACT	SPLATTER LABS
CLIFFORD ROSIN 1G	EXTRACT	TALKING TREE FARMS
HUBBA BUBBA ROSIN 1G	EXTRACT	TALKING TREE FARMS
PLATINUM GSC ROSIN 1G	EXTRACT	TALKING TREE FARMS
TANGIE ROSIN 1G	EXTRACT	TALKING TREE FARMS
GOLD CARTS RETURNS	EXTRACT	TETRA LABS
PURE GOLD OIL	EXTRACT	TETRA LABS
707 HEADBAND CRUMBLE	EXTRACT	TIVL INC
BANANA BREAD LIVE RESIN .5G	EXTRACT	UTOPIA FARMS
BANANA DREAM SUGAR WAX .5G	EXTRACT	UTOPIA FARMS
BANANA MERINGUE LIVE RESIN .5G	EXTRACT	UTOPIA FARMS
BIG SUR HOLY WEED SUGAR WAX .5G	EXTRACT	UTOPIA FARMS
DEATH STAR LIVE RESIN .5G	EXTRACT	UTOPIA FARMS
GORILLA GLUE LIVE RESIN .5G	EXTRACT	UTOPIA FARMS
KING KONG KUSH LIVE RESIN .5G	EXTRACT	UTOPIA FARMS
LAMB'S BREAD LIVE RESIN .5G	EXTRACT	UTOPIA FARMS
OG SUGAR LIVE RESIN .5G	EXTRACT	UTOPIA FARMS
ORANGE CREAMSICLE SUGAR WAX .5G	EXTRACT	UTOPIA FARMS

ROYAL PINEAPPLE CAKE LIVE RESIN .5G
STRAWBERRY CHEESECAKE LIVE RESIN .5G
TAFFIE FROSTING LIVE RESIN .5G
TAFFIE LIVE RESIN .5G
AMNESIA HAZE
AMNESIA HAZE C02
BLUEBERRY
JOLLY RANCHER C02
PLATINUM COOKIES C02
HEADBAND
HEADBAND CRUMBLE
HEADBAND SUGAR
PREMIUM JACK
PREMIUM JACK CRUMBLE
STRAWBERRY BANANA SHATTER 1G
TEST
BLUEBERRY KUSH
GARGOYLE
SHARK SHOCK
BLACK WATER
CARAMEL CAKE
FRUITY PEBBLES
QUAD
CYPRESS OG
ALIEN ORANGE COOKIES
CHERRY ALIEN DAWG
GREASE MONKEY
OG 4.0
OG KUSH
WOOKIEES
GRAPE KRYPTONITE
GREEN RIBBON
HUMBOLDT ICE
SAMOA
TRAINWRECK
WHITE COOKIES
WHITE RHINO
KEN'S GDP
LUCID BLUE
FORBIDDEN FRUIT
WHITE BUFFALO
BOSS OG

EXTRACT UTOPIA FARMS
EXTRACT UTOPIA FARMS
EXTRACT UTOPIA FARMS
EXTRACT UTOPIA FARMS
EXTRACT WONDER
EXTRACT WONDER
EXTRACT WONDER
EXTRACT WONDER
EXTRACT WONDER
EXTRACT ZLIXIR
EXTRACT ZLIXIR
EXTRACT ZLIXIR
EXTRACT ZLIXIR
EXTRACT ZLIXIR
EXTRACT ZLIXIR
FLOWER NULL
FLOWER AJ
FLOWER AJ
FLOWER AJ
FLOWER AMERICARE SOLUTIONS
FLOWER AMERICARE SOLUTIONS
FLOWER AMERICARE SOLUTIONS
FLOWER AMERICARE SOLUTIONS
FLOWER AMP
FLOWER AMPLIFIED HOLDING
FLOWER AMPLIFIED HOLDING
FLOWER AMPLIFIED HOLDING
FLOWER AMPLIFIED HOLDING
FLOWER AMPLIFIED HOLDING
FLOWER AMPLIFIED HOLDING
FLOWER BAS
FLOWER CAB
FLOWER CAB
FLOWER CAB
FLOWER CAB
FLOWER CAB
FLOWER CAB
FLOWER CALI
FLOWER CALI
FLOWER CALI ROOTZ
FLOWER CALI ROOTZ
FLOWER CALI VALI

DREAM QUEEN	FLOWER	CALI VALI
GRAPE APE	FLOWER	CALI VALI
PURPLE CADILLAC	FLOWER	CALI VALI
THE KROME KUSH	FLOWER	CALI VALI
BLACK JACK OUTDOOR	FLOWER	CEA DEVELOPMENT
BLACKBERRY OUTDOOR	FLOWER	CEA DEVELOPMENT
BLUE DREAM OUTDOOR	FLOWER	CEA DEVELOPMENT
GORILLA GLUE OUTDOOR	FLOWER	CEA DEVELOPMENT
PURPLE CADILLAC OUTDOOR	FLOWER	CEA DEVELOPMENT
QUERKLE	FLOWER	CFM
ROMULAN	FLOWER	DAY DREAMERS CONFECTIONS
BLACKBERRY HEADBAND	FLOWER	EMERALD FARMS
BLUE DRAGON	FLOWER	EMERALD FARMS
GIRL SCOUT COOKIE	FLOWER	EMERALD FARMS
QUEEN OF HOPE	FLOWER	EMERALD FARMS
BANANA OG	FLOWER	FLOW KANA
BERRY WHITE	FLOWER	FLOW KANA
BLUE CHEM VALLEY	FLOWER	FLOW KANA
BLUE DREAM PURPLE	FLOWER	FLOW KANA
BLUE FIRE OG	FLOWER	FLOW KANA
BLUE FROST	FLOWER	FLOW KANA
BLUE SKUNK	FLOWER	FLOW KANA
BLUE SUGAR	FLOWER	FLOW KANA
BLUE WHALE	FLOWER	FLOW KANA
CANDY JACK	FLOWER	FLOW KANA
CANDY KUSH	FLOWER	FLOW KANA
CANTALOUPE KUSH	FLOWER	FLOW KANA
CHEM DAWG OG	FLOWER	FLOW KANA
CHERRY AK-47	FLOWER	FLOW KANA
CHERRY CREAM	FLOWER	FLOW KANA
CHERRY SKY	FLOWER	FLOW KANA
CHILL BILLY	FLOWER	FLOW KANA
COYOTE BLUE	FLOWER	FLOW KANA
DIAMOND ZKITTEZ	FLOWER	FLOW KANA
DIESEL MANGO	FLOWER	FLOW KANA
DOC TAHOE OG	FLOWER	FLOW KANA
DREAMY DIESEL	FLOWER	FLOW KANA
ELVIS	FLOWER	FLOW KANA
FRUIT LOOPZ	FLOWER	FLOW KANA
GORILLA GLUE	FLOWER	FLOW KANA
GRAPEFRUIT KUSH	FLOWER	FLOW KANA
GREEN CANDY	FLOWER	FLOW KANA

GREEN DOOR	FLOWER	FLOW KANA
GREEN DREAM	FLOWER	FLOW KANA
HAZE OG	FLOWER	FLOW KANA
HOLY GRAIL OG	FLOWER	FLOW KANA
IN THE PINES	FLOWER	FLOW KANA
JAH BERRY	FLOWER	FLOW KANA
JILLY BEAN	FLOWER	FLOW KANA
KEEP TAHOE BLUE	FLOWER	FLOW KANA
LEMON FIRE OG	FLOWER	FLOW KANA
LEMON KUSH	FLOWER	FLOW KANA
LEMON LARRY OG	FLOWER	FLOW KANA
LEMON LAVENDER SUGAREE	FLOWER	FLOW KANA
LONG VALLEY ROYAL KUSH	FLOWER	FLOW KANA
NECTARS GRAPEFRUIT	FLOWER	FLOW KANA
OGRE BERRY	FLOWER	FLOW KANA
OGRE BERRY KUSH	FLOWER	FLOW KANA
OMG	FLOWER	FLOW KANA
OREGON LUMBER JACK	FLOWER	FLOW KANA
PENNYWISE	FLOWER	FLOW KANA
PERFECT KUSH	FLOWER	FLOW KANA
PHOENIX	FLOWER	FLOW KANA
PHOENIX RISING	FLOWER	FLOW KANA
PINEAPPLE OG	FLOWER	FLOW KANA
PLATINUM COOKIES	FLOWER	FLOW KANA
QUEEN B	FLOWER	FLOW KANA
RATTLESNAKE OG	FLOWER	FLOW KANA
REBEL SOUR DIESEL	FLOWER	FLOW KANA
SFV OG	FLOWER	FLOW KANA
SOUR CHAOS	FLOWER	FLOW KANA
SOUR COOKIES	FLOWER	FLOW KANA
SOUR OG	FLOWER	FLOW KANA
SOUR PINEAPPLE	FLOWER	FLOW KANA
SOUTH FORK KUSH	FLOWER	FLOW KANA
STRAWBERRY CHEM	FLOWER	FLOW KANA
SUNSET SHERBET	FLOWER	FLOW KANA
TANGIE	FLOWER	FLOW KANA
TRUE BLUE	FLOWER	FLOW KANA
XJ - 13	FLOWER	FLOW KANA
MAPLE WRECK	FLOWER	FROSTED FLOWERS
MAPLE WRECK B	FLOWER	FROSTED FLOWERS
SAGE N' SOUR	FLOWER	FROSTED FLOWERS
SUMATRA	FLOWER	FROSTED FLOWERS

AMNESIA OG
BLACK JACK
GOLDEN GOAT
APPLE JACK
JESUS OG
SUPER SOUR DIESEL
JUICY JACK
AGENT ORANGE
BLUE DREAM
CRITICAL MASS
PINEAPPLE CHEESE
GELATO
WIFI OG
MOONSTONE KUSH
SAPPHIRE KUSH
FIRE OG
FUTURE BERRIES
HOLY GRAIL
UV COOKIES
TRUE BERRYMORE
GLUCCI
GORILLA GLUE #4
GRAPE
PINEAPPLE SAGE
SOUR DIESEL
TANGILOPE
BLACKBERRY
DIAMOND AK
HEADBAND
CLEMENTINE
BLACK CHERRY PIE
SUNSET SHERBET
TREEZTEST420
BLUEBERRY HAZE
GOLDEN TICKET
LEMON OG
THE WHITE
HAZE
PURE KUSH
SILVER MIST
SILVER OG
SUPER SILVER HAZE

FLOWER HN46
FLOWER HN46
FLOWER HN46
FLOWER JACK JACK
FLOWER JACK JACK
FLOWER JACK JACK
FLOWER JOHN Q.
FLOWER MENDO ROYAL FARMS
FLOWER MENDO ROYAL FARMS
FLOWER MENDO ROYAL FARMS
FLOWER MENDO ROYAL FARMS
FLOWER MOHALA
FLOWER NO CEILINGS COLLECTIVE
FLOWER NORTHERN ÉMERALD
FLOWER NORTHERN EMERALD
FLOWER RIVER COLLECTIVE
FLOWER RIVER COLLECTIVE
FLOWER RIVER COLLECTIVE
FLOWER RIVER COLLECTIVE
FLOWER RIVER TAXI FARM
FLOWER RVR COLLECTIVE
FLOWER RVR COLLECTIVE
FLOWER RVR COLLECTIVE
FLOWER RVR COLLECTIVE
FLOWER RVR COLLECTIVE
FLOWER THE GUILD
FLOWER THE SHACK
FLOWER THE SHACK
FLOWER THE SHACK
FLOWER TIVL INC
FLOWER TOUCH N GO
FLOWER TOUCH N GO
FLOWER TREEZTEST420
FLOWER UNION
FLOWER UNION
FLOWER UNION
FLOWER URBAN J
FLOWER WEST COUNTY PRIDE
FLOWER WEST COUNTY PRIDE
FLOWER WEST COUNTY PRIDE
FLOWER WEST COUNTY PRIDE
FLOWER WEST COUNTY PRIDE

ROCKWOOL - PCG - TANGIE	PLANT	PURPLE CITY GENETICS
ROCKWOOL - PCG - THC BOMB	PLANT	PURPLE CITY GENETICS
ALIEN OG	PLANT	THE CALI CONNECTION
BUDDHA TAHOE OG	PLANT	THE CALI CONNECTION
CHEM 4 OG	PLANT	THE CALI CONNECTION
DEADHEAD OG	PLANT	THE CALI CONNECTION
PRE '98 BUBBA	PLANT	THE CALI CONNECTION
PURPLE CRACK	PLANT	THE CALI CONNECTION
BIRTHDAY CAKE	PLANT	XANADU WEST COLLECTIVE
DOSIDOS	PLANT	XANADU WEST COLLECTIVE
GORILLA GLUE	PLANT	XANADU WEST COLLECTIVE
ROCKWOOL - XWC - DOSIDO	PLANT	XANADU WEST COLLECTIVE
ROCKWOOL - XWC - ROCK OG	PLANT	XANADU WEST COLLECTIVE
ROCKWOOL BIRTHDAY CAKE	PLANT	XANADU WEST COLLECTIVE
ROCKWOOL BUBBA KUSH	PLANT	XANADU WEST COLLECTIVE
ROCKWOOL GORILLA GLUE	PLANT	XANADU WEST COLLECTIVE
ROCKWOOL OG KUSH	PLANT	XANADU WEST COLLECTIVE
ROCKWOOL SFV OG	PLANT	XANADU WEST COLLECTIVE
ROCKWOOL SKYWALKER OG	PLANT	XANADU WEST COLLECTIVE
SOUR DIESEL	PLANT	XANADU WEST COLLECTIVE
TRINIDAD OG	PREPACK	FLOW CANNA
CHERRY AK-47	PREPACK	FLOW KANA
IN THE PINES	PREPACK	FLOW KANA
BLACKBERRY KUSH	PREPACK	THE SHACK
GIRL SCOUT COOKIES DOOBIE.5G	PREROLL	NULL
KANDY KUSH CONE 1G	PREROLL	NULL
TANGIE	PREROLL	NULL
HYBRID CONE	PREROLL	BLOOM FARMS
INDICA CONE	PREROLL	BLOOM FARMS
SATIVA CONE	PREROLL	BLOOM FARMS
BAY 11 5 PACK .5G	PREROLL	BUENA VISTA
BLACK JACK 5 PACK .5G	PREROLL	BUENA VISTA
BLACKBERRY 5 PACK .5G	PREROLL	BUENA VISTA
BLUE DREAM 5 PACK .5G	PREROLL	BUENA VISTA
BUENA VISTA VENDOR DAY	PREROLL	BUENA VISTA
CHERRY HAZE 5 PACK .5G	PREROLL	BUENA VISTA
DOUBLE DREAM 5 PACK	PREROLL	BUENA VISTA
DREAM QUEEN 5 PACK .5G	PREROLL	BUENA VISTA
GORILLA GLUE 5 PACK .5G	PREROLL	BUENA VISTA
GRAPE COOKIES 5-PACK .5G	PREROLL	BUENA VISTA
JACK'S DREAM 5 PACK .5G	PREROLL	BUENA VISTA
KING LOUIS OG 5 PACK .5G	PREROLL	BUENA VISTA

PINEAPPLE 3 PACK .5G	PREROLL	LOLA LOLA
PURPLE DIESEL 3 PACK .5G	PREROLL	LOLA LOLA
RED CONGOLESE 3 PACK .5G	PREROLL	LOLA LOLA
SILVER KUSH 3 PACK .5G	PREROLL	LOLA LOLA
SONOMA GLUE 3 PACK .5G	PREROLL	LOLA LOLA
SOUR DIESEL 3 PACK .5G	PREROLL	LOLA LOLA
SOUR JACK 3 PACK .5G	PREROLL	LOLA LOLA
SUPER LEMON HAZE 3 PACK .5G	PREROLL	LOLA LOLA
SWEET & SOUR 3 PACK .5G	PREROLL	LOLA LOLA
SWEET & SOUR OG 3 PACK .5G	PREROLL	LOLA LOLA
MANGO TRAINWRECK HASH PREROLL	PREROLL	NATIV
TAHOE OG HASH PREROLL	PREROLL	NATIV
CREATE CBD : SATIVA BLEND .5G	PREROLL	PRISM
CREATE CBD : SATIVA BLEND .5G	PREROLL	PRISM
FLOURISH CBD : HIGH CBD BLEND .5G	PREROLL	PRISM
UNWIND CBD : INDICA BLEND .5G	PREROLL	PRISM
CALI BREAKFAST CONE (SATIVA BLEND)	PREROLL	SGID
CALI BREAKFAST DOOBIE (SATIVA BLEND)	PREROLL	SGID
DREAM QUEEN CONE 1G	PREROLL	SGID
GORILLA GLUE CONE 1G	PREROLL	SGID
GORILLA GLUE DOOBIE .5G	PREROLL	SGID
JACK HERER DOOBIE .5G	PREROLL	SGID
SOUR DIESEL CONE 1G	PREROLL	SGID
SOUR DIESEL DOOBIE .5G	PREROLL	SGID
THUNDER HEAD DOOBIE	PREROLL	SGID
CHERRY PIE DOOBIE .5G	PREROLL	SWEET FISH
COOKIE STASH DOOBIE	PREROLL	SWEET FISH
DREAM QUEEN	PREROLL	SWEET FISH
DREAM QUEEN DOOBIE .5G	PREROLL	SWEET FISH
GIRL SCOUT COOKIES DOOBIE	PREROLL	SWEET FISH
GREAT WHITE SHARK DOOBIE	PREROLL	SWEET FISH
GREAT WHITE SHARK DOOBIE .5G	PREROLL	SWEET FISH
GSC BLUE CUT	PREROLL	SWEET FISH
GSC BLUE CUT DOOBIE .5G	PREROLL	SWEET FISH
JACK BERRY DOOBIE	PREROLL	SWEET FISH
JACK HERER CONE	PREROLL	SWEET FISH
JACK HERER CONE 1G	PREROLL	SWEET FISH
JACK HERER DOOBIE	PREROLL	SWEET FISH
JACK STASH DOOBIE	PREROLL	SWEET FISH
JACK'S HAZE DOOBIE	PREROLL	SWEET FISH
JACK'S WIDOW DOOBIE	PREROLL	SWEET FISH
OCTANE BLEND CONE	PREROLL	SWEET FISH

VIBE CBD BODY LOTION

TOPICAL VIBE

size	classification	subtype	doses	mgperdose
.5G	S/I	NULL	NULL	NULL
.5G	I/S	NULL	NULL	NULL
.5G	INDICA	NULL	NULL	NULL
.5G	HYBRID	NULL	NULL	NULL
.5G	SATIVA	NULL	NULL	NULL
.5G	I/S	NULL	NULL	NULL
.5G	S/I	NULL	NULL	NULL
.5G	I/S	NULL	NULL	NULL
.5G	CBD	NULL	NULL	NULL
.5G	CBD	NULL	NULL	NULL
.5G	NULL	NULL	NULL	NULL
1G	HYBRID	NULL	NULL	NULL
1G	I/S	NULL	NULL	NULL
1G	HYBRID	NULL	NULL	NULL
1G	HYBRID	NULL	NULL	NULL
1G	HYBRID	NULL	NULL	NULL
1G	INDICA	NULL	NULL	NULL
1G	S/I	NULL	NULL	NULL
.5G	CBD	NULL	NULL	NULL
.5G	CBD	NULL	NULL	NULL
.5G	CBD	NULL	NULL	NULL
.5G	CBD	NULL	NULL	NULL
.5G	CBD	NULL	NULL	NULL
.5G	CBD	NULL	NULL	NULL
.5G	CBD	NULL	NULL	NULL
.5G	CBD	NULL	NULL	NULL
.5G	SATIVA	NULL	NULL	NULL
.5G	I/S	NULL	NULL	NULL
.5G	CBD	NULL	NULL	NULL
.5G	SATIVA	NULL	NULL	NULL
.5G	S/I	NULL	NULL	NULL
.5G	INDICA	NULL	NULL	NULL
.5G	SATIVA	NULL	NULL	NULL
.5G	INDICA	NULL	NULL	NULL
.5G	INDICA	NULL	NULL	NULL
.5G	S/I	NULL	NULL	NULL
.5G	I/S	NULL	NULL	NULL
.5G	SATIVA	NULL	NULL	NULL
.5G	I/S	NULL	NULL	NULL
.5G	INDICA	NULL	NULL	NULL
.5G	S/I	NULL	NULL	NULL

.5G	S/I	NULL	NULL	NULL
.5G	I/S	NULL	NULL	NULL
.5G	S/I	NULL	NULL	NULL
.5G	HYBRID	NULL	NULL	NULL
.5G	S/I	NULL	NULL	NULL
.5G	S/I	NULL	NULL	NULL
.5G	I/S	NULL	NULL	NULL
.5G	HYBRID	NULL	NULL	NULL
.5G	SATIVA	NULL	NULL	NULL
.5G	HYBRID	NULL	NULL	NULL
.5G	HYBRID	NULL	NULL	NULL
.5G	INDICA	NULL	NULL	NULL
.5G	I/S	NULL	NULL	NULL
.5G	CBD	NULL	NULL	NULL
.5G	HYBRID	NULL	NULL	NULL
.5G	INDICA	NULL	NULL	NULL
1G	HYBRID	NULL	NULL	NULL
1G	S/I	NULL	NULL	NULL
1G	HYBRID	NULL	NULL	NULL
1G	I/S	NULL	NULL	NULL
.5G	SATIVA	NULL	NULL	NULL
.5G	HYBRID	NULL	NULL	NULL
.5G	INDICA	NULL	NULL	NULL
.5G	HYBRID	NULL	NULL	NULL
.5G	CBD	NULL	NULL	NULL
.5G	CBD	NULL	NULL	NULL
.5G	CBD	NULL	NULL	NULL
.5G	CBD	NULL	NULL	NULL
.5G	CBD	NULL	NULL	NULL
.25G	I/S	NULL	NULL	NULL
.5G	INDICA	NULL	NULL	NULL
.25G	INDICA	NULL	NULL	NULL
1G	SATIVA	NULL	NULL	NULL
1G	S/I	NULL	NULL	NULL
.25G	S/I	NULL	NULL	NULL
.5G	SATIVA	NULL	NULL	NULL
.5G	HYBRID	NULL	NULL	NULL
.5G	SATIVA	NULL	NULL	NULL
.5G	SATIVA	NULL	NULL	NULL
.5G	HYBRID	NULL	NULL	NULL
.5G	INDICA	NULL	NULL	NULL
.5G	CBD	NULL	NULL	NULL

.5G	S/I	NULL	NULL	NULL
.5G	SATIVA	NULL	NULL	NULL
.5G	CBD	NULL	NULL	NULL
.5G	HYBRID	NULL	NULL	NULL
.5G	HYBRID	NULL	NULL	NULL
.5G	HYBRID	NULL	NULL	NULL
.5G	HYBRID	NULL	NULL	NULL
.5G	CBD	NULL	NULL	NULL
.5G	CBD	NULL	NULL	NULL
NULL	SATIVA	LOZENGE	NULL	NULL
NULL	HYBRID	CAPSULE	24	10
NULL	HYBRID	CAPSULE	8	10
NULL	HYBRID	CAPSULE	NULL	NULL
NULL	HYBRID	CAPSULE	5	25
NULL	HYBRID	CAPSULE	24	50
NULL	HYBRID	CAPSULE	5	50
NULL	CBD	CHOCOLATE	4	20
NULL	HYBRID	CHOCOLATE	4	18
NULL	INDICA	CHOCOLATE	4	17
NULL	HYBRID	CHOCOLATE	4	53
NULL	SATIVA	CHOCOLATE	4	17
NULL	CBD	CHOCOLATE	4	20
NULL	HYBRID	CHOCOLATE	NULL	NULL
NULL	CBD	CHOCOLATE	NULL	60
NULL	NULL	CHOCOLATE	NULL	NULL
NULL	I/S	CHOCOLATE	NULL	NULL
NULL	I/S	CHOCOLATE	NULL	NULL
NULL	SATIVA	BAKED GOOD	NULL	40
NULL	SATIVA	BAKED GOOD	2	20
NULL	SATIVA	BAKED GOOD	2	20
NULL	INDICA	BAKED GOOD	6	20
NULL	INDICA	BAKED GOOD	6	20
NULL	SATIVA	BAKED GOOD	2	20
NULL	HYBRID	BAKED GOOD	NULL	NULL
NULL	INDICA	BAKED GOOD	6	20
NULL	INDICA	BAKED GOOD	NULL	20
NULL	SATIVA	BAKED GOOD	2	20
NULL	INDICA	BAKED GOOD	6	20
NULL	HYBRID	BUTTER/OIL	4	85
NULL	CBD	SUBLINGUAL	15	10
NULL	HYBRID	SUBLINGUAL	15	10
NULL	HYBRID	SUBLINGUAL	15	10

NULL	INDICA	LOZENGE	4	15
NULL	SATIVA	LOZENGE	4	15
NULL	CBD	LOZENGE	4	7
NULL	INDICA	LOZENGE	4	15
NULL	SATIVA	LOZENGE	4	15
NULL	CBD	LOZENGE	4	7
NULL	CBD	LOZENGE	4	7
NULL	CBD	SPRAY	90	18
NULL	CBD	SPRAY	90	16
NULL	CBD	SPRAY	90	16
NULL	CBD	SPRAY	90	16
NULL	CBD	SPRAY	90	15
NULL	HYBRID	OTHER	NULL	NULL
NULL	HYBRID	TINCTURE	NULL	
NULL	CBD	CAPSULE	24	18
NULL	CBD	CAPSULE	5	18
NULL	CBD	CAPSULE	24	10
NULL	CBD	CAPSULE	5	10
NULL	HYBRID	CHOCOLATE	5	20
NULL	CBD	CHOCOLATE	4	17
NULL	HYBRID	CHOCOLATE	12	15
NULL	CBD	GUMMY	2	10
NULL	HYBRID	GUMMY	2	50
NULL	INDICA	GUMMY	2	35
NULL	SATIVA	GUMMY	2	35
NULL	HYBRID	CHOCOLATE	4	15
NULL	INDICA	CHOCOLATE	4	15
NULL	CBD	CHOCOLATE	5	10
NULL	SATIVA	CHOCOLATE	4	15
NULL	HYBRID	CHOCOLATE	2	25
NULL	HYBRID	BAKED GOOD	65	15
NULL	HYBRID	BAKED GOOD	20	15
NULL	HYBRID	CHOCOLATE	5	20
NULL	CBD	CANDY	NULL	NULL
NULL	CBD	CANDY	NULL	NULL
NULL	HYBRID	CHOCOLATE	1	25
NULL	HYBRID	BUTTER/OIL	NULL	NULL
NULL	HYBRID	BAKED GOOD	2	80
NULL	HYBRID	BAKED GOOD	2	80
NULL	HYBRID	BAKED GOOD	2	80
NULL	HYBRID	BAKED GOOD	2	80
NULL	HYBRID	BAKED GOOD	2	80

NULL	HYBRID	BAKED GOOD	2	80
NULL	HYBRID	BAKED GOOD	2	80
NULL	CBD	CHOCOLATE	NULL	
NULL	INDICA	CHOCOLATE	6	30
NULL	SATIVA	CHOCOLATE	6	120
NULL	SATIVA	CHOCOLATE	6	30
NULL	I/S	LOZENGE	16	11
NULL	CBD	LOZENGE	16	5
NULL	NULL	LOZENGE	16	10
NULL	NULL	LOZENGE	16	10
NULL	HYBRID	BEVERAGE	NULL	90
NULL	HYBRID	BEVERAGE	NULL NULL	
NULL	HYBRID	BEVERAGE	NULL	90
NULL	NULL	LOZENGE	16	10
NULL	HYBRID	BEVERAGE	NULL	90
NULL	HYBRID	BEVERAGE	NULL	90
NULL	CBD	LOZENGE	16	10
NULL	HYBRID	BEVERAGE	NULL	200
NULL	HYBRID	BEVERAGE	NULL	90
NULL	HYBRID	GUMMY	NULL NULL	
NULL	CBD	GUMMY	4	10
NULL	HYBRID	GUMMY	NULL NULL	
NULL	HYBRID	GUMMY	NULL NULL	
NULL	SATIVA	GUMMY	NULL NULL	
NULL	SATIVA	GUMMY	NULL NULL	
NULL	HYBRID	GUMMY	NULL NULL	
NULL	HYBRID	GUMMY	NULL NULL	
NULL	HYBRID	GUMMY	NULL NULL	
NULL	SATIVA	GUMMY	NULL NULL	
NULL	SATIVA	GUMMY	NULL NULL	
NULL	HYBRID	NULL	NULL NULL	
NULL	INDICA	LOZENGE	NULL	77
NULL	HYBRID	BEVERAGE	NULL NULL	
NULL	HYBRID	BEVERAGE	NULL NULL	
NULL	HYBRID	BEVERAGE	NULL NULL	
NULL	HYBRID	BEVERAGE	NULL NULL	
NULL	HYBRID	BEVERAGE	NULL NULL	
NULL	HYBRID	BEVERAGE	NULL NULL	
NULL	CBD	BEVERAGE	1	50
NULL	HYBRID	BEVERAGE	NULL NULL	
NULL	HYBRID	BEVERAGE	NULL NULL	
NULL	CBD	OTHER	NULL NULL	

NULL	INDICA	OTHER	NULL	NULL
NULL	SATIVA	OTHER	NULL	NULL
NULL	CBD	OTHER	5	45
NULL	INDICA	OTHER	5	125
NULL	SATIVA	OTHER	NULL	NULL
NULL	NULL	OTHER	NULL	NULL
NULL	CBD	OTHER	NULL	10
NULL	INDICA	OTHER	1	25
NULL	SATIVA	OTHER	NULL	25
NULL	I/S	NULL	NULL	NULL
NULL	CBD	TINCTURE	30	6
NULL	CBD	TINCTURE	30	4
NULL	HYBRID	TINCTURE	30	8
NULL	CBD	TINCTURE	30	6
NULL	HYBRID	TINCTURE	30	8
NULL	CBD	TINCTURE	NULL	NULL
NULL	INDICA	TINCTURE	30	8
NULL	CBD	TINCTURE	30	6
NULL	HYBRID	TINCTURE	30	8
NULL	CBD	TINCTURE	15	9
NULL	CBD	TINCTURE	15	5
NULL	CBD	TINCTURE	15	8
NULL	CBD	TINCTURE	15	9
NULL	HYBRID	TINCTURE	NULL	NULL
NULL	HYBRID	BEVERAGE	4	25
NULL	HYBRID	BEVERAGE	2	25
NULL	HYBRID	BEVERAGE	NULL	100
NULL	HYBRID	BEVERAGE	NULL	100
NULL	HYBRID	BEVERAGE	NULL	100
NULL	INDICA	LOZENGE	NULL	NULL
NULL	SATIVA	LOZENGE	NULL	77
NULL	INDICA	LOZENGE	NULL	77
NULL	CBD	CAPSULE	NULL	NULL
NULL	CBD	CAPSULE	12	6
NULL	INDICA	CAPSULE	12	30
NULL	INDICA	CAPSULE	12	15
NULL	CBD	CAPSULE	12	11
NULL	HYBRID	OTHER	NULL	NULL
NULL	SATIVA	CAPSULE	12	30
NULL	SATIVA	CAPSULE	12	15
NULL	HYBRID	CHOCOLATE	NULL	180
NULL	HYBRID	CHOCOLATE	NULL	NULL

NULL	HYBRID	CHOCOLATE	NULL	60
NULL	CBD	CHOCOLATE	12 NULL	
NULL	CBD	CHOCOLATE	NULL NULL	
NULL	HYBRID	CHOCOLATE	NULL NULL	
NULL	NULL	CHOCOLATE	6	10
NULL	HYBRID	CHOCOLATE	NULL	180
NULL	HYBRID	CHOCOLATE	NULL	180
NULL	HYBRID	CHOCOLATE	NULL NULL	
NULL	HYBRID	CHOCOLATE	NULL NULL	
NULL	HYBRID	CHOCOLATE	NULL	180
NULL	HYBRID	BAKED GOOD	10	50
NULL	HYBRID	BAKED GOOD	20	50
NULL	HYBRID	BAKED GOOD	3	50
NULL	HYBRID	BAKED GOOD	NULL	250
NULL	HYBRID	BAKED GOOD	5	50
NULL	HYBRID	BAKED GOOD	0 NULL	
NULL	HYBRID	BAKED GOOD	5	50
NULL	HYBRID	BAKED GOOD	5	50
NULL	HYBRID	BAKED GOOD	5	50
NULL	SATIVA	BAKED GOOD	10	50
NULL	HYBRID	BAKED GOOD	3	50
NULL	HYBRID	BAKED GOOD	NULL	150
NULL	HYBRID	BAKED GOOD	NULL	300
NULL	HYBRID	BAKED GOOD	6	50
NULL	HYBRID	NULL	NULL NULL	
NULL	HYBRID	SAVORY	6	50
NULL	CBD	GUMMY	4	15
NULL	HYBRID	GUMMY	4	25
NULL	INDICA	GUMMY	4	25
NULL	HYBRID	GUMMY	4	15
NULL	SATIVA	GUMMY	4	25
NULL	HYBRID	GUMMY	4	50
NULL	INDICA	CAPSULE	2	25
NULL	SATIVA	CAPSULE	2	25
NULL	HYBRID	BEVERAGE	NULL	100
NULL	NULL	BEVERAGE	NULL	100
NULL	HYBRID	CHOCOLATE	NULL	250
NULL	HYBRID	CHOCOLATE	NULL	250
NULL	HYBRID	CHOCOLATE	NULL	250
NULL	HYBRID	LOZENGE	42	2
NULL	HYBRID	LOZENGE	42	2
NULL	HYBRID	GUMMY	20	10

NULL	I/S	NULL	NULL	NULL
NULL	HYBRID	CHOCOLATE	NULL	10
NULL	NULL	CHOCOLATE	NULL	10
NULL	HYBRID	CHOCOLATE	NULL	40
NULL	HYBRID	CHOCOLATE	NULL	1
NULL	HYBRID	CHOCOLATE	NULL	10
NULL	HYBRID	CHOCOLATE	NULL	40
NULL	HYBRID	CHOCOLATE	NULL	3
NULL	HYBRID	CHOCOLATE	23	6
NULL	CBD	CHOCOLATE	NULL	50
NULL	SATIVA	CHOCOLATE	NULL	100
NULL	HYBRID	NULL	NULL	NULL
NULL	INDICA	CHOCOLATE	NULL	100
NULL	CBD	CHOCOLATE	NULL	60
NULL	CBD	CHOCOLATE	NULL	100
NULL	HYBRID	BAKED GOOD	NULL	70
NULL	HYBRID	BAKED GOOD	NULL	70
NULL	HYBRID	BAKED GOOD	NULL	70
NULL	HYBRID	BEVERAGE	NULL	NULL
NULL	NULL	BEVERAGE	NULL	NULL
NULL	HYBRID	BEVERAGE	NULL	NULL
NULL	HYBRID	BEVERAGE	NULL	NULL
NULL	HYBRID	BEVERAGE	NULL	NULL
NULL	NULL	CAPSULE	8	10
NULL	CBD	BEVERAGE	1	25
NULL	SATIVA	BEVERAGE	1	40
NULL	CBD	BEVERAGE	40	3
NULL	CBD	BAKED GOOD	NULL	NULL
NULL	CBD	BAKED GOOD	NULL	50
NULL	CBD	BEVERAGE	NULL	25
NULL	CBD	BEVERAGE	40	2
NULL	CBD	BEVERAGE	NULL	NULL
NULL	HYBRID	BEVERAGE	40	3
NULL	HYBRID	BEVERAGE	1	40
NULL	HYBRID	BEVERAGE	40	100
NULL	HYBRID	BEVERAGE	40	5
NULL	HYBRID	BEVERAGE	40	3
NULL	HYBRID	BEVERAGE	1	40
NULL	HYBRID	BEVERAGE	40	5
NULL	HYBRID	BAKED GOOD	1	100
NULL	HYBRID	BAKED GOOD	1	36

NULL	HYBRID	CHOCOLATE	1	30
NULL	S/I	BEVERAGE	1	40
NULL	HYBRID	BEVERAGE	40	3
NULL	HYBRID	BEVERAGE	40	5
NULL	INDICA	BEVERAGE	1	40
NULL	HYBRID	BAKED GOOD	NULL	250
NULL	HYBRID	BAKED GOOD	NULL	1000
NULL	HYBRID	BAKED GOOD	NULL	500
NULL	HYBRID	BAKED GOOD	NULL	150
NULL	HYBRID	BEVERAGE	40	3
NULL	HYBRID	BEVERAGE	NULL NULL	
NULL	HYBRID	BEVERAGE	40	3
NULL	CBD	BEVERAGE	NULL NULL	
NULL	HYBRID	BEVERAGE	NULL NULL	
NULL	HYBRID	BEVERAGE	NULL NULL	
NULL	HYBRID	BEVERAGE	NULL NULL	
NULL	HYBRID	BEVERAGE	NULL NULL	
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NULL	HYBRID	BEVERAGE	NULL NULL	
NULL	HYBRID	BEVERAGE	NULL NULL	
NULL	HYBRID	BEVERAGE	NULL NULL	
NULL	INDICA	SAVORY	NULL NULL	
NULL	SATIVA	SAVORY	NULL NULL	
NULL	HYBRID	TINCTURE	NULL	15
NULL	HYBRID	OTHER	NULL NULL	
NULL	CBD	OTHER	NULL NULL	
NULL	CBD	OTHER	NULL NULL	
NULL	CBD	TINCTURE	NULL NULL	
NULL	CBD	TINCTURE	NULL	12
NULL	HYBRID	OTHER	NULL NULL	
NULL	HYBRID	OTHER	NULL NULL	
NULL	HYBRID	SAVORY	NULL NULL	
NULL	HYBRID	SAVORY	2	25
NULL	HYBRID	SAVORY	2	25
NULL	HYBRID	SAVORY	NULL NULL	
NULL	HYBRID	SAVORY	2	25
NULL	HYBRID	SAVORY	2	25
NULL	HYBRID	SAVORY	2	25
.5G	S/I	CRUMBLE	NULL NULL	
.5G	NULL	OIL	NULL NULL	
1G	S/I	CRUMBLE	NULL NULL	

.5G	S/I	WAX	NULL	NULL
.5G	S/I	WAX	NULL	NULL
1G	S/I	WAX	NULL	NULL
.5G	S/I	HASH	NULL	NULL
.5G	INDICA	DRY SIFT	NULL	NULL
1G	HYBRID	WAX	NULL	NULL
.5G	HYBRID	HASH	NULL	NULL
.5G	HYBRID	DRY SIFT	NULL	NULL
1G	NULL	WAX	NULL	NULL
.5G	I/S	HASH	NULL	NULL
.5G	NULL	HASH	NULL	NULL
1G	CBD	OIL	NULL	NULL
.5G	HYBRID	SHATTER	NULL	NULL
.5G	NULL	OIL	NULL	NULL
.5G	I/S	JELLY	NULL	NULL
.5G	INDICA	JELLY	NULL	NULL
.5G	S/I	JELLY	NULL	NULL
1G	SATIVA	WAX	NULL	NULL
.5G	HYBRID	JELLY	NULL	NULL
.5G	HYBRID	JELLY	NULL	NULL
.5G	HYBRID	JELLY	NULL	NULL
.5G	INDICA	JELLY	NULL	NULL
.5G	INDICA	JELLY	NULL	NULL
.5G	HYBRID	JELLY	NULL	NULL
1G	S/I	WAX	NULL	NULL
1G	HYBRID	WAX	NULL	NULL
1G	INDICA	WAX	NULL	NULL
.5G	S/I	FLOWER ROSIN	NULL	NULL
.5G	S/I	HASH ROSIN	NULL	NULL
.5G	HYBRID	HASH ROSIN	NULL	NULL
1G	CBD	OIL	NULL	NULL
1G	CBD	OIL	NULL	NULL
1G	INDICA	OIL	NULL	NULL
1G	SATIVA	OIL	NULL	NULL
.05G	S/I	SHATTER	NULL	NULL
.5G	S/I	SHATTER	NULL	NULL
.5G	HYBRID	SHATTER	NULL	NULL
.5G	S/I	SHATTER	NULL	NULL
1G	HYBRID	ROSIN BUDDER	NULL	NULL
1G	HYBRID	SHATTER	NULL	NULL
.5G	S/I	SHATTER	NULL	NULL
.5G	S/I	SHATTER	NULL	NULL

.5G	S/I	SHATTER	NULL	NULL
.5G	HYBRID	SHATTER	NULL	NULL
1G	SATIVA	SHATTER	NULL	NULL
.5G	SATIVA	SHATTER	NULL	NULL
1G	HYBRID	ROSIN BUDDER	NULL	NULL
.5G	S/I	SHATTER	NULL	NULL
1G	S/I	SHATTER	NULL	NULL
.5G	S/I	SHATTER	NULL	NULL
.5G	I/S	SHATTER	NULL	NULL
.5G	I/S	SHATTER	NULL	NULL
.5G	HYBRID	SHATTER	NULL	NULL
.5G	NULL	OIL	NULL	NULL
1G	S/I	CRUMBLE	NULL	NULL
1G	I/S	CRUMBLE	NULL	NULL
1G	SATIVA	CRUMBLE	NULL	NULL
1G	SATIVA	CRUMBLE	NULL	NULL
1G	INDICA	CRUMBLE	NULL	NULL
1G	INDICA	CRUMBLE	NULL	NULL
1G	S/I	CRUMBLE	NULL	NULL
1G	HYBRID	CRUMBLE	NULL	NULL
1G	INDICA	CRUMBLE	NULL	NULL
1G	INDICA	CRUMBLE	NULL	NULL
1G	S/I	CRUMBLE	NULL	NULL
1G	INDICA	HASH ROSIN	NULL	NULL
1G	S/I	HASH ROSIN	NULL	NULL
1G	S/I	HASH ROSIN	NULL	NULL
1G	HYBRID	HASH ROSIN	NULL	NULL
1G	HYBRID	HASH ROSIN	NULL	NULL
1G	INDICA	HASH ROSIN	NULL	NULL
1G	SATIVA	HASH ROSIN	NULL	NULL
1G	I/S	HASH ROSIN	NULL	NULL
1G	I/S	SHATTER	NULL	NULL
1G	I/S	OTHER	NULL	NULL
1G	S/I	OTHER	NULL	NULL
1G	S/I	HASH	NULL	NULL
1G	NULL	HASH	NULL	NULL
1G	INDICA	HASH	NULL	NULL
1G	I/S	HASH	NULL	NULL
1G	HYBRID	HASH	NULL	NULL
.5G	HYBRID	HASH	NULL	NULL
.5G	S/I	HASH	NULL	NULL
.5G	S/I	HASH	NULL	NULL

.5G	S/I	HASH	NULL	NULL
.5G	S/I	HASH	NULL	NULL
1G	INDICA	HASH	NULL	NULL
.5G	HYBRID	HASH	NULL	NULL
.5G	I/S	HASH	NULL	NULL
1G	HYBRID	HASH	NULL	NULL
.5G	HYBRID	HASH	NULL	NULL
.5G	HYBRID	HASH	NULL	NULL
.5G	S/I	HASH	NULL	NULL
.5G	S/I	HASH	NULL	NULL
.5G	HYBRID	HASH	NULL	NULL
.5G	HYBRID	HASH	NULL	NULL
.5G	HYBRID	HASH	NULL	NULL
.5G	HYBRID	HASH	NULL	NULL
1G	HYBRID	HASH	NULL	NULL
.5G	HYBRID	HASH	NULL	NULL
.5G	I/S	HASH	NULL	NULL
.5G	HYBRID	HASH	NULL	NULL
1G	HYBRID	ICE WAX	NULL	NULL
.05G	HYBRID	HASH	NULL	NULL
.5G	HYBRID	HASH	NULL	NULL
.5G	HYBRID	HASH	NULL	NULL
1G	HYBRID	HASH	NULL	NULL
.5G	I/S	HASH	NULL	NULL
.5G	SATIVA	HASH	NULL	NULL
1G	I/S	ICE WAX	NULL	NULL
1G	I/S	ICE WAX	NULL	NULL
.5G	I/S	HASH	NULL	NULL
.5G	HYBRID	HASH	NULL	NULL
1G	HYBRID	HASH	NULL	NULL
.5G	INDICA	HASH	NULL	NULL
.5G	I/S	HASH	NULL	NULL
1G	SATIVA	SHATTER	NULL	NULL
1G	HYBRID	SHATTER	NULL	NULL
1G	HYBRID	SHATTER	NULL	NULL
1G	I/S	SHATTER	NULL	NULL
1G	CBD	SHATTER	NULL	NULL
.5G	HYBRID	OIL	NULL	NULL
1G	HYBRID	OIL	NULL	NULL
1G	HYBRID	WAX	NULL	NULL
1G	I/S	OIL	NULL	NULL
1G	S/I	OIL	NULL	NULL

1G	SATIVA	OIL	NULL	NULL
1G	S/I	OIL	NULL	NULL
1G	S/I	OIL	NULL	NULL
1G	HYBRID	WAX	NULL	NULL
1G	HYBRID	OIL	NULL	NULL
1G	HYBRID	WAX	NULL	NULL
1G	I/S	OIL	NULL	NULL
1G	I/S	OIL	NULL	NULL
1G	S/I	OIL	NULL	NULL
.05G	HYBRID	DISTILLATE	NULL	NULL
1G	HYBRID	SHATTER	NULL	NULL
.5G	HYBRID	OTHER	NULL	NULL
1G	I/S	CRUMBLE	NULL	NULL
1G	INDICA	CRUMBLE	NULL	NULL
1G	INDICA	CRUMBLE	NULL	NULL
1G	HYBRID	SHATTER	NULL	NULL
1G	S/I	CRUMBLE	NULL	NULL
1G	I/S	CRUMBLE	NULL	NULL
1G	HYBRID	SHATTER	NULL	NULL
1G	SATIVA	CRUMBLE	NULL	NULL
1G	I/S	CRUMBLE	NULL	NULL
1G	I/S	CRUMBLE	NULL	NULL
1G	INDICA	CRUMBLE	NULL	NULL
1G	SATIVA	HASH ROSIN	NULL	NULL
1G	I/S	SHATTER	NULL	NULL
1G	S/I	CRUMBLE	NULL	NULL
1G	HYBRID	CRUMBLE	NULL	NULL
1G	S/I	HASH ROSIN	NULL	NULL
1G	HYBRID	HASH ROSIN	NULL	NULL
1G	SATIVA	HASH ROSIN	NULL	NULL
1G	S/I	HASH ROSIN	NULL	NULL
1G	S/I	HASH ROSIN	NULL	NULL
1G	S/I	HASH ROSIN	NULL	NULL
1G	INDICA	HASH ROSIN	NULL	NULL
.5G	NULL	OIL	NULL	NULL
.5G	NULL	OIL	NULL	NULL
1G	HYBRID	HASH ROSIN	NULL	NULL
1G	S/I	HASH ROSIN	NULL	NULL
1G	I/S	HASH ROSIN	NULL	NULL
1G	I/S	HASH ROSIN	NULL	NULL
1G	S/I	HASH	NULL	NULL
1G	S/I	LIVE RESIN	NULL	NULL

1G	INDICA	HASH	NULL	NULL
1G	I/S	HASH	NULL	NULL
1G	S/I	HASH	NULL	NULL
.5G	HYBRID	HASH	NULL	NULL
.5G	I/S	HASH	NULL	NULL
1G	I/S	HASH	NULL	NULL
1G	I/S	HASH	NULL	NULL
1G	HYBRID	HASH	NULL	NULL
1G	HYBRID	HASH	NULL	NULL
1G	I/S	HASH ROSIN	NULL	NULL
1G	INDICA	HASH	NULL	NULL
1G	HYBRID	HASH	NULL	NULL
.5G	HYBRID	HASH	NULL	NULL
1G	I/S	HASH	NULL	NULL
1G	S/I	HASH	NULL	NULL
1G	INDICA	OIL	NULL	NULL
.5G	INDICA	HASH	NULL	NULL
1G	INDICA	HASH	NULL	NULL
1G	S/I	HASH	NULL	NULL
1G	S/I	HASH	NULL	NULL
1G	S/I	SHATTER	NULL	NULL
1G	SATIVA	HASH	NULL	NULL
1G	I/S	HASH	NULL	NULL
.5G	S/I	HASH	NULL	NULL
1G	HYBRID	HASH	NULL	NULL
1G	INDICA	SHATTER	NULL	NULL
1G	HYBRID	SHATTER	NULL	NULL
1G	INDICA	SHATTER	NULL	NULL
1G	S/I	SHATTER	NULL	NULL
1G	S/I	CRUMBLE	NULL	NULL
1G	S/I	SHATTER	NULL	NULL
1G	SATIVA	SHATTER	NULL	NULL
1G	SATIVA	SAUCE	NULL	NULL
1G	SATIVA	SHATTER	NULL	NULL
1G	SATIVA	CRUMBLE	NULL	NULL
1G	SATIVA	SHATTER	NULL	NULL
1G	INDICA	SHATTER	NULL	NULL
1G	NULL	SHATTER	NULL	NULL
.5G	HYBRID	SHATTER	NULL	NULL
.5G	I/S	SHATTER	NULL	NULL
.5G	I/S	SHATTER	NULL	NULL
.5G	HYBRID	SHATTER	NULL	NULL

.5G	S/I	SHATTER	NULL	NULL
.5G	I/S	SHATTER	NULL	NULL
.5G	INDICA	SHATTER	NULL	NULL
.5G	I/S	LIVE RESIN	NULL	NULL
.5G	I/S	SHATTER	NULL	NULL
1G	S/I	SHATTER	NULL	NULL
.5G	S/I	SHATTER	NULL	NULL
.5G	I/S	SHATTER	NULL	NULL
.5G	I/S	SHATTER	NULL	NULL
.5G	HYBRID	LIVE RESIN	NULL	NULL
.5G	HYBRID	SHATTER	NULL	NULL
.5G	I/S	SHATTER	NULL	NULL
.5G	INDICA	SHATTER	NULL	NULL
.5G	I/S	SHATTER	NULL	NULL
.5G	HYBRID	SHATTER	NULL	NULL
.5G	HYBRID	SHATTER	NULL	NULL
.5G	S/I	SHATTER	NULL	NULL
.5G	HYBRID	SHATTER	NULL	NULL
.5G	S/I	SHATTER	NULL	NULL
1G	INDICA	CRUMBLE	NULL	NULL
1G	SATIVA	CRUMBLE	NULL	NULL
1G	HYBRID	CRUMBLE	NULL	NULL
1G	INDICA	SHATTER	NULL	NULL
1G	INDICA	SHATTER	NULL	NULL
1G	S/I	ROSIN BUDDER	NULL	NULL
1G	S/I	HASH ROSIN	NULL	NULL
1G	I/S	HASH ROSIN	NULL	NULL
1G	I/S	HASH ROSIN	NULL	NULL
1G	S/I	HASH ROSIN	NULL	NULL
.5G	NULL	OIL	NULL	NULL
.5G	HYBRID	OIL	NULL	NULL
.5G	S/I	CRUMBLE	NULL	NULL
.5G	I/S	LIVE RESIN	NULL	NULL
.5G	S/I	SUGAR	NULL	NULL
.5G	HYBRID	LIVE RESIN	NULL	NULL
.5G	I/S	SUGAR	NULL	NULL
.5G	INDICA	LIVE RESIN	NULL	NULL
.5G	S/I	LIVE RESIN	NULL	NULL
.5G	INDICA	LIVE RESIN	NULL	NULL
.5G	SATIVA	LIVE RESIN	NULL	NULL
.5G	I/S	LIVE RESIN	NULL	NULL
.5G	HYBRID	SUGAR	NULL	NULL

.5G	HYBRID	LIVE RESIN	NULL	NULL
.5G	HYBRID	LIVE RESIN	NULL	NULL
.5G	S/I	LIVE RESIN	NULL	NULL
.5G	S/I	LIVE RESIN	NULL	NULL
1G	S/I	WAX	NULL	NULL
1G	S/I	WAX	NULL	NULL
1G	I/S	WAX	NULL	NULL
1G	HYBRID	WAX	NULL	NULL
1G	I/S	WAX	NULL	NULL
1G	SATIVA	SHATTER	NULL	NULL
1G	SATIVA	CRUMBLE	NULL	NULL
1G	SATIVA	OTHER	NULL	NULL
1G	SATIVA	SHATTER	NULL	NULL
1G	SATIVA	CRUMBLE	NULL	NULL
1G	S/I	SHATTER	NULL	NULL
NULL	HYBRID	NULL	NULL	NULL
NULL	I/S	NULL	NULL	NULL
NULL	S/I	NULL	NULL	NULL
NULL	I/S	NULL	NULL	NULL
NULL	I/S	NULL	NULL	NULL
NULL	I/S	NULL	NULL	NULL
NULL	I/S	NULL	NULL	NULL
NULL	HYBRID	NULL	NULL	NULL
NULL	HYBRID	NULL	NULL	NULL
NULL	I/S	NULL	NULL	NULL
NULL	HYBRID	NULL	NULL	NULL
NULL	S/I	NULL	NULL	NULL
NULL	I/S	NULL	NULL	NULL
NULL	I/S	NULL	NULL	NULL
NULL	INDICA	NULL	NULL	NULL
NULL	I/S	NULL	NULL	NULL
NULL	S/I	NULL	NULL	NULL
NULL	S/I	NULL	NULL	NULL
NULL	HYBRID	NULL	NULL	NULL
NULL	S/I	NULL	NULL	NULL
NULL	HYBRID	NULL	NULL	NULL
NULL	I/S	NULL	NULL	NULL
NULL	INDICA	NULL	NULL	NULL
NULL	HYBRID	NULL	NULL	NULL
NULL	I/S	NULL	NULL	NULL
NULL	I/S	NULL	NULL	NULL
NULL	I/S	NULL	NULL	NULL

NULL	SATIVA	NULL	NULL	NULL
NULL	INDICA	NULL	NULL	NULL
NULL	INDICA	NULL	NULL	NULL
NULL	I/S	NULL	NULL	NULL
NULL	S/I	NULL	NULL	NULL
NULL	I/S	NULL	NULL	NULL
NULL	S/I	NULL	NULL	NULL
NULL	S/I	NULL	NULL	NULL
NULL	INDICA	NULL	NULL	NULL
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NULL	INDICA	NULL	NULL	NULL
NULL	I/S	NULL	NULL	NULL
NULL	HYBRID	NULL	NULL	NULL
NULL	I/S	NULL	NULL	NULL
NULL	CBD	NULL	NULL	NULL
NULL	I/S	NULL	NULL	NULL
NULL	I/S	NULL	NULL	NULL
NULL	S/I	NULL	NULL	NULL
NULL	S/I	NULL	NULL	NULL
NULL	HYBRID	NULL	NULL	NULL
NULL	S/I	NULL	NULL	NULL
NULL	S/I	NULL	NULL	NULL
NULL	S/I	NULL	NULL	NULL
NULL	I/S	NULL	NULL	NULL
NULL	S/I	NULL	NULL	NULL
NULL	I/S	NULL	NULL	NULL
NULL	S/I	NULL	NULL	NULL
NULL	I/S	NULL	NULL	NULL
NULL	S/I	NULL	NULL	NULL
NULL	I/S	NULL	NULL	NULL
NULL	I/S	NULL	NULL	NULL
NULL	HYBRID	NULL	NULL	NULL
NULL	I/S	NULL	NULL	NULL
NULL	I/S	NULL	NULL	NULL
NULL	HYBRID	NULL	NULL	NULL
NULL	I/S	NULL	NULL	NULL
NULL	S/I	NULL	NULL	NULL
1G	HYBRID	NULL	NULL	NULL
NULL	S/I	NULL	NULL	NULL
NULL	SATIVA	NULL	NULL	NULL
NULL	S/I	NULL	NULL	NULL
NULL	SATIVA	NULL	NULL	NULL

NULL	HYBRID	NULL	NULL	NULL
NULL	S/I	NULL	NULL	NULL
NULL	S/I	NULL	NULL	NULL
NULL	HYBRID	NULL	NULL	NULL
NULL	S/I	NULL	NULL	NULL
NULL	S/I	NULL	NULL	NULL
NULL	SATIVA	NULL	NULL	NULL
NULL	I/S	NULL	NULL	NULL
NULL	HYBRID	NULL	NULL	NULL
NULL	I/S	NULL	NULL	NULL
NULL	HYBRID	NULL	NULL	NULL
NULL	HYBRID	NULL	NULL	NULL
NULL	I/S	NULL	NULL	NULL
NULL	HYBRID	NULL	NULL	NULL
NULL	I/S	NULL	NULL	NULL
NULL	I/S	NULL	NULL	NULL
NULL	HYBRID	NULL	NULL	NULL
NULL	HYBRID	NULL	NULL	NULL
NULL	CBD	NULL	NULL	NULL
NULL	INDICA	NULL	NULL	NULL
NULL	HYBRID	NULL	NULL	NULL
NULL	HYBRID	NULL	NULL	NULL
NULL	S/I	NULL	NULL	NULL
NULL	I/S	NULL	NULL	NULL
NULL	HYBRID	NULL	NULL	NULL
NULL	INDICA	NULL	NULL	NULL
NULL	SATIVA	NULL	NULL	NULL
NULL	I/S	NULL	NULL	NULL
NULL	S/I	NULL	NULL	NULL
NULL	I/S	NULL	NULL	NULL
NULL	HYBRID	NULL	NULL	NULL
NULL	S/I	NULL	NULL	NULL
NULL	I/S	NULL	NULL	NULL
NULL	I/S	NULL	NULL	NULL
NULL	I/S	NULL	NULL	NULL
NULL	S/I	NULL	NULL	NULL
NULL	HYBRID	NULL	NULL	NULL
NULL	S/I	NULL	NULL	NULL
NULL	S/I	NULL	NULL	NULL
NULL	S/I	NULL	NULL	NULL
NULL	HYBRID	NULL	NULL	NULL
NULL	HYBRID	NULL	NULL	NULL

NULL	S/I	NULL	NULL	NULL
NULL	S/I	NULL	NULL	NULL
NULL	S/I	NULL	NULL	NULL
NULL	HYBRID	NULL	NULL	NULL
NULL	S/I	NULL	NULL	NULL
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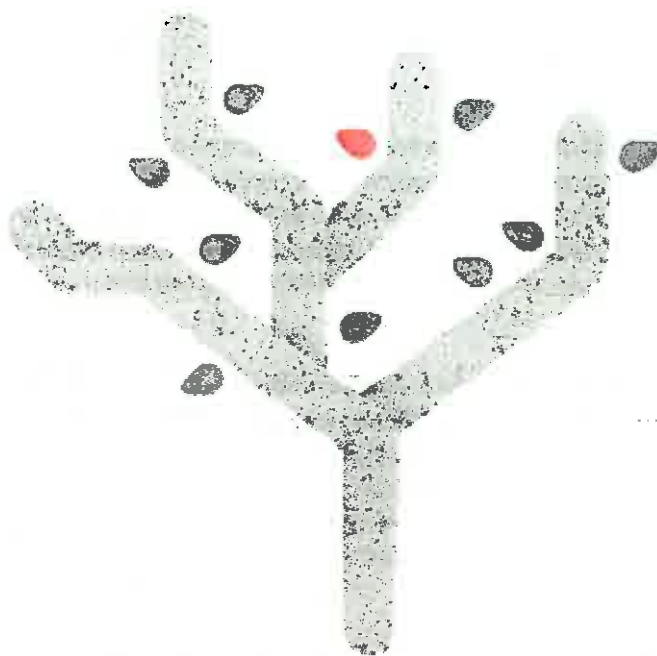
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Exhibit 3 – Attachment H - Mission Statement

**3220 Andrade, LLC.
dba**



GARDEN of EDEN

Exhibit 3 – Attachment H - Mission Statement

OUR MISSION

The purpose of our Company is to provide our patients a with safe, secure location to obtain high quality clean tested cannabis and cannabis products at a fair price from a compassionate, professional and knowledgeable staff.

We pride ourselves on offering the best variety, potency and effectiveness of any medical cannabis/cannabis products in the region. Not only is Garden of Eden focused on sourcing the finest quality medicine, but also employing the finest quality staff. Each time a patient visits our facility, they will be greeted with knowledgeable, friendly associates who take pride in working to find the best available options to meet our patient's medical needs.

We understand as the State moves into a fully compliant and regulated cannabis regime on January 1, 2018 there will be a significant void in the market of compliant medicine as 80% of all cannabis presently available will not pass basic testing metrics. We will hold our dispensary to the highest standards ensuring that ALL cannabis and cannabis products sold in our dispensary are consistent and clean. If any cannabis or cannabis products fails to meet our stringent standards it will be property remediated or destroyed prior to being released to patients.

All aspects of our Mission Statement will be supported internally by how the dispensary operates and externally through our robust Community Benefits Plan, which takes into consideration the strategic priorities of the County. Our team will provide monetary as well as boots on the ground community support ranging from financial donations to conservation groups and cannabis education to assisting with County sponsored events.

3220 Andrade, LLC

dba



GARDEN of EDEN

Exhibit 3 – Attachment I

Mitigation Measures for Potential Adverse Impacts

(Alameda County Code Sec. 6.106.080(A)(16))



3220 Andrade, LLC, dba Garden of Eden (Garden of Eden, “GOE”, or the “Dispensary”) is an experienced medical dispensary operator with a keen eye on the placement and location of its facilities. Of the many criteria to evaluate when picking a location is the neighborhood uses and the impact to those uses.

For this location, the draw to the property is the adjacent uses on the property. While some mixed uses (including residential) the majority of the uses are large-scale nursery’s, commercial enterprises and quarry work. The property is surrounded on two side with two of the largest Aggregate companies in Alameda County: Sunol Aggregate (aka De Silva Gates Aggregates) with entrances off Calaveras Rd, and Hanson Aggregates with access off Athenour Way. There is also a Nursery across the street, a gas station adjacent to the use and a pottery commercial retail store

Exhibit 3 – Attachment I

around the corner (back of the property backs up to part of the former driving range). This location was a former driving range, and directly across the freeway is the Sunol Valley Golf Course. The ambient sounds during daylight hours are generally slightly higher given the closeness to the freeway and the operation of the Aggregate quarries. The proposed use will have minor adverse impacts by odor, visual, lighting and traffic. Those potential adverse impacts, as well as the issue of water impacts, will be mitigated in the following manner.

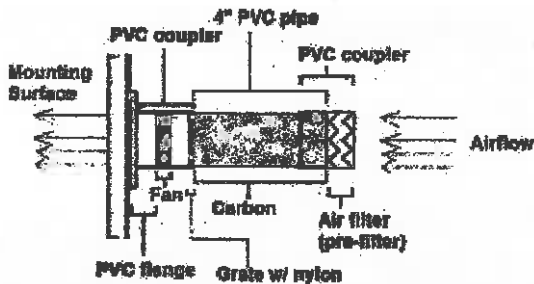
Odor – Potential adverse impacts for odor include the smell of the cannabis products that can be purchased on the property. The smell, while minimal, comes from the delivery of “flower” products to the dispensary, storage of the products and when those products leave the dispensary. Cannabis infused products and vape pens have no odor that emanates from the packaging, so those products will not have an impact.

Mitigation Measures:

Garden of Eden intends to mitigate odor in the following manner:

Delivery mitigation: mature flower delivery will be delivered in enclosed commercial trucks and/or vehicles. The product will always be delivered in a secure area of the property, and will be taken immediately from the transporter to the facility.

Facility Mitigation: The inventory control section of the larger Operations Plan (Exhibit 3, Attachment ___) provides additional details. However, for ease of reference the Applicant will strictly follow the protocols stated to lessen the amount of time that the product is in the building and is not in the air-tight room that is designed for security and containment of odor. The second part of the facility mitigation is to use advanced technology of carbon filtering. The industry standard is a virgin carbon filtration system and/or an ozone method, or a similar air scrubbing system. These systems greatly reduce and can even eliminate the smell that the plants give off. For this facility the filtration system will be determined during the CUP and Building Permit construction phase to ensure that the proper system is utilized with the final construction details of the buildings. Below is a sample of how the air scrubber filtration system works, and how it assists in ensuring the smells are removed.



Finally, the dispensary will be designed with double weather tight doors, and air lock chambers. While designed for security purposes, this will also help to disperse any odors that may emanate from the showroom floor.

Exhibit 3 – Attachment I

Consumer Mitigation: Consumer packaging and storage that assists in decreasing the smell that may emanate from the “flower” product that is sold. Our patients are not allowed to consume in the facility or the surrounding areas including the parking lot. Examples of signs are similar to the ones below, and will clearly indicate that there is no loitering on the property (as per the California Penal Code and the Alameda County Code), that the property is under 24 hour surveillance, and that cars are subject to tow. As per the security plan, there will also be security present to enforce this standard and to ensure that no consumption or loitering is allowed.



Visual – the potential adverse impacts for visual impact is the visual effect of the dispensary and how it is designed. This includes access signage, building signage and the construction of the building. This proposed use includes the dispensary and a teaching/outdoor pavilion. The other visual impacts include blight, congestion of parking, signage and “curb appeal”.

Proposed Location:



Exhibit 3 – Attachment I

Mitigation Measures:

Construction as a Mitigation Measure: The architectural style of the proposed dispensary building is Agricultural Industrial Modern. The proposed elements that the applicant would like to include, if feasible are the following characteristics:

1. Arched roof and tower element are reminiscent of agrarian farm buildings once prevalent in Sunol and east Alameda County.
2. Building colors will be determined during the CUP process along with other exterior materials and finishes.
3. Clerestory windows are provided for natural daylighting (located 9' above the finished paving), these windows are protected with an internal mounted perforated steel panel covering each window that allows natural sunlight to enter the building and maintain security from forced entry.
4. Large graphic building address numerals are applied to the building face, clearly identifying the address for emergency response teams.
5. The building will utilize recycled/repurposed shipping containers and prefabricated metal exterior siding and roofing.

With this design, there is no visual penetration into the building from pedestrians nearby or on the site.

Landscaping and “green” walls as Mitigation Measures:



Another element of the building that the Applicant intends to incorporate is a “greenwall,” as shown above. This use of natural plants that cover the metal siding, and is constructed with a drip system with rain sensing technology makes a beautiful visual display, and changes the standard look of a dispensary. This will create a visually appealing front, while integrating the building into the natural landscaping that has been traditionally maintained on the driving range.

Exhibit 3 – Attachment I

The property site has existing vegetation and mature trees along the front of the building. That would be augmented with landscape will consist of drought tolerant landscape that is 12"-24" in height with a few strategically located trees and non-landscape mulch. Maintaining unobstructed views, eliminating hiding places, and efficient maintenance are paramount design factors. Landscape lighting will illuminate the building perimeter and provide both safety and ambience. The entire landscaped area will be watered with an automatic drip irrigation system with rain sensors.

Lighting – the Potential adverse impacts for lighting include exterior lighting, safety lighting and entry lighting. Currently, the property has between 8 and 10 parking lot light standards that are lite from Dusk to Dawn. This lighting routine will remain exactly the same. The additional lighting could be an adverse impact on the property and will be mitigated as follows.

Mitigation Measures: the building envelope needs to be illuminated at 1 foot candle of light for security procedures, and to ensure safe ingress and egress to the building. In addition, there will be lights on the building that will add to the visual impact. To mitigate these affects, the lights will be designed with downward tilt and will only use that wattage required for security procedures.



Please see the drawings filed with this application for exact location of all lighting fixtures.

Traffic – Potential adverse impacts for traffic include large amounts of vehicular traffic including employee vehicles, trucks and vendor deliveries and customer traffic. It is the hope that by the three-year anniversary there will be 500 customers a day. By the end of the first year, it is projected that the daily average will be between 75 and 100 people a day.

Exhibit 3 – Attachment I



The property is accessed via California State Highway 680 (HWY 680). At this point of HWY 680, there is the highest level of traffic impact. At peak hours an estimated 11,500 cars travel pass this off ramp. The traffic on Andrade Rd is significantly less, this the majority of traffic coming from the business uses on the road Andrade Rd terminated on Sheridan Road, which is also a terminating road. The proposed use will be a significant increase in the traffic on this road.

Mitigation Measures: The mitigation for traffic will be addressed in two phases: that traffic caused by the construction of the site, and that traffic generated from the actual operation of the business.

Construction Use Traffic:

During the construction of the facility there will be truck traffic to deliver materials, construction materials and construction equipment.

Mitigation for Construction Use Traffic:

All construction traffic will be limited to the hours of 8:00 am to 6:00 pm. This will be consistent with the current commercial uses on the surrounding property. Since the arrival of the construction traffic will occur between 8-9 am, and departure will occur between 5-6 pm, there will be little traffic impact to the current uses of the adjacent business. This construction should last approximately 3-6 months.

Operational Use Traffic:

The Applicant anticipates that they will have approximately 10-15 employees, some of which will be working alternating shifts. There will also be security personal that will work in shifts. The Applicant is expecting that there will be a cycle of delivery trucks for supplies that will be needed 15-20 times monthly, it is estimated that the average daily customer visitation will be approximately 100 customers during the totality of the operation hours, which will be from 9 am – 9 pm.

Mitigation for Operational Use Traffic:

The Applicant will be offering employee incentives for carpooling to the location to decrease traffic to the facility. This will help to decrease the number of vehicles that are traveling on the

Exhibit 3 – Attachment 1

roadway daily. The Staff will also start at various times and will incorporate shift work to minimize the amount of traffic for the employees. The operational procedures will maximize each of the deliveries to the Dispensary and will set up vendor delivery time at hours that are consistent with the adjacent use.

Noise – Potential adverse impacts for noise include any audible sounds that exceed the general sounds for the adjacent uses. The Alameda County Code sets audible noise limits for commercial property receptors is maxed for a 30-minute period of 60-65 db dependent on the time of day.

Below is a graph to show the equivalent noise uses in relation to db levels. The noise that will be generated from the property would be the generator (which would cycle once a week for 30 minutes, and would run continuously in the event of a major power outage to maintain the security measures on the property), and any air conditioners and/or exhaust fans for the air scrubbing units. The fans operate at a level that is lower than a dishwasher in comparable, and will not exceed the db amount for adjacent uses. During the Condition Use Permit process, a noise study can be obtained by Hammit & Edison to show that the proposed uses will not exceed that limit.

The only other noise generation would be from the out-door teaching and community pavilion that is proposed as a second phase of construction.

Noise Source	dBE	How long can you listen without protection?
Fireworks, Gun Shots, Off-road Car, Motorcycle	140	0 Seconds
Jet Take Off	130	0 Seconds
Jet Aircraft	120	15 Seconds
MP3, iPod, AT Power, Vehicle	105	Less Than 1 Minute
Chainsaw, Chainsaw	110	7 Minutes
Power Tools	100	15 Minutes
Lawnmower, Hairdryer	90	2 Hours
Car Traffic	85	8 Hours
Washing Machine	80	Safe
Food Mixer / Vacuum	70	Safe
Normal Conversation, Dishwasher	60	Safe
Moderate Rainfall	50	Safe
Whisper	30	Safe
Leaves Rustling	20	Safe

Mitigation Measures:

The two potential adverse impacts would be from the generator and the fans. The generator will be placed behind the building and will be located behind a CMU wall, which will dampen any of

Exhibit 3 – Attachment I

the sounds that could exceed the limits in the noise ordinance. The fans would be placed on the roof or behind the building to direct the sound away from the sensitive receptors off property. Even at full operation, it is not believed that the noise will exceed the ambient sound in the area.

The other mitigation matter would be for any community outdoors activities, which would have a special use permit for the activity, and would not be a consistent use impact.

If a noise study is required, all mitigation measures (including sound walls for equipment) will be utilized to maintain the required noise studies.

Water – The adverse impact for the Applicant would be water use for the landscaping, and personal consumption within the building. The property has a permitted water source on the property that would support the proposed use.

Mitigation for Water:

The Applicant will be upgrading the existing landscape water system to include rain sensors, and to utilize drip watering. Inside the building, water conservation measures that will be used will include low water flush toilets, proper aerators on faucets, and proper plumbing as stated in the Environmental Concerns attached to this application.

BRICK-AND-MORTAR DISPENSARY
OPERATIONS PLAN



GARDEN of EDEN

Exhibit 3 – Attachment J

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APPENDICES

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Appendix B – TREEZ Software System Capabilities

1. **OPERATIONAL OVERVIEW**

1.1 **Statement of Operation**

3220 Andrade Partners, LLC, a California limited liability company, which will do business as Garden of Eden™ (the “Applicant”), will establish and operate a medicinal cannabis brick-and-mortar dispensary that DOES NOT engage in the delivery at 3220 Andrade Road, Sunol, CA 94586 (the “Facility”), pursuant to a cannabis dispensary permit issued by the County of Alameda (the “County”) under the County Cannabis Law. At a high-level, the Applicant will conduct the following activities as part of its medicinal cannabis dispensary operations:

- A. The Applicant will purchase finished medicinal cannabis and cannabis products from licensed distributors;
- B. If the distributor has not performed the quality assurance, inspection, and testing procedures contained in Section 26110 of the California Business and Professions Code (the “B&P Code”) on finished medicinal cannabis and cannabis products—for which there is initially exemption—the Applicant will perform quality assurance, inspection, and testing on the finished medicinal cannabis and cannabis products in question;
- C. The Applicant will store and stage finished medicinal cannabis and cannabis products prior to retail sale; and
- D. The Applicant will offer finished medicinal cannabis and cannabis products for retail sale to qualified patients and their primary caregivers at the Facility by operating as a medicinal cannabis “brick-and-mortar dispensary”.

1.1.1 **Cannabis Businesses and Commercial Cannabis Activity**

- A. “Cannabis business” means any business that engages in the cultivation, manufacture, processing, storing, testing, packaging, labeling, dispensing, delivery, distribution, or sale of cannabis, cannabis products, or cannabis accessories, whether medicinal or nonmedicinal or any other commercial cannabis activity. “Commercial cannabis activity” has the same meaning as that term is defined in Section 26001 of the B&P Code.
- B. The “County Cannabis Law” means Chapter 6.108 and Sections 17.04.010, 17.06.040, 17.38.030, and 17.40.030 of the County General Ordinance Code (the “CGOC”) and includes any regulations or resolutions adopted by the County pursuant to the above, as those laws, regulations, or resolutions may be amended from time to time.
- C. “Permit” has the same meaning as that term is defined under the County Cannabis Law and includes a “cannabis dispensary permit” issued by the County pursuant to the County Cannabis Law.

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1.1.2 Dispensing, Brick-and-Mortar versus Delivery

- A. “Dispensing” means any activity involving the retail sale of cannabis or cannabis products from a dispensary.
- B. “Dispensary” and “cannabis dispensary” mean a facility where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered, either individually or in any combination, for retail sale, including an establishment that delivers cannabis and cannabis products. Dispensary and cannabis dispensary also have the same meaning as “retailer” as that term is defined in Section 26070 of the B&P Code.
- C. “Brick-and-mortar dispensary” has the same meaning as that term is defined in the County Cannabis Law except that as used herein, a brick-and-mortar dispensary DOES NOT engage in the delivery in the delivery of cannabis or cannabis products.
- D. “Delivery” means the commercial transfer of nonmedical cannabis or nonmedical cannabis products from a dispensary to a customer over 21 years of age, or the commercial transfer of medical cannabis or medical cannabis products to a primary caregiver or qualified patient. Delivery also includes the use by a dispensary of any technology platform owned and controlled by the dispensary, or independently licensed under State law, which enables customers or qualified patients or primary caregivers to arrange for or facilitate the commercial transfer by a licensed dispensary of cannabis or cannabis products. “Delivery” also has the same meaning as “delivery” as that term is defined in Section 26001 of the B&P Code.
- E. “Sell”, “sale”, and “to sell” include any transaction whereby, for any consideration, title to cannabis or cannabis products is transferred from one person to another, and includes the delivery of cannabis or cannabis products pursuant to an order placed for the purchase of the same and soliciting or receiving an order for the same, but does not include the return of cannabis or cannabis products by a person to the person whom the cannabis or cannabis product was purchased.

1.1.3 Medicinal Cannabis Dispensing Dispensary

The Applicant intends to engage in the retail sale of cannabis and cannabis products that are “intended to be sold for use pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the Health and Safety Code, by a medicinal cannabis patient in California who possesses the requisite physician’s recommendation.” Thus, the Applicant’s dispensary will constitute a medicinal cannabis dispensary. In other words, the Applicant will only engage in the retail sale of cannabis and cannabis products to qualified patients and their primary caregivers.

- A. “Qualified patient” means a person who is entitled to the protections of Section 11362.5 of the California Health and Safety Code (“H&S Code”) and includes a person issued a medicinal cannabis identification card issued pursuant to Article 2.5 of Chapter 6 of Division 10 of the H&S Code.

Exhibit 3 – Attachment J

- B. **“Medicinal cannabis identification card”** means a document issued by the California Department of Health Services that identifies a person authorized to engage in the medicinal use of cannabis and the person’s designated primary caregiver, if any.
- C. **“Primary caregiver”** means the individual, designated by a qualified patient or by a person with a medicinal cannabis identification card, who has consistently assumed responsibility for the housing, health, or safety of that patient.

1.2 Cannabis, Cannabis Products, and Cannabis Accessories

The Applicant will sell cannabis, to include but not be limited to, dried flower cannabis, cannabis products, and clones through its medicinal cannabis dispensary operation.

- A. **“Cannabis”** means all parts of the plant *Cannabis sativa Linnaeus*, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin.
- B. **“Dried flower”** means all dead cannabis that has been harvested, dried, cured, or otherwise processed, excluding leaves and stems.
- C. **“Pre-roll”** means dried cannabis flower rolled in paper prior to retail sale.
- D. **“Kind”** means applicable type or designation regarding a particular cannabis variant or cannabis product type, including, but not limited to, strain name or other grower trademark, or growing area designation.
- E. **“Cannabis products”** means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, without limitation, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis or other ingredients. Cannabis product also has the same meaning as **“cannabis products”** as that term is defined in Section 11018.1 of the H&S Code.
- F. **“Clones”** means the cuttings of cannabis plants that has been replanted and are non-flowering.

1.2.1 Types of Cannabis Products

The Applicant will sell the following types of cannabis products its medicinal cannabis dispensary operation:

- A. **“Cannabis concentrate”** means cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product’s potency, and includes resin from granular trichomes from a cannabis plant.

Exhibit 3 – Attachment J

- B. **“Edible cannabis product”** means cannabis product that is intended to be used, in whole or in part, for human consumption, including, but not limited to, chewing gum, but excluding products set forth in Division 15 (commencing with Section 32501) of the Food and Agricultural Code.
- C. **“Topical cannabis”** means cannabis product intended for external use.

1.2.3 The Applicant’s “Menu” of Finished Medicinal Cannabis and Cannabis Products

Attached as Appendix A is the “menu” of finished medicinal cannabis and cannabis products available for retail sale to qualified patients and their primary caregivers at the Garden of Eden Medical Marijuana Clinic affiliated with the Applicant.

1.3 The Applicant’s Position in the State’s Mandated Medicinal Cannabis Supply Chain

As a medicinal cannabis brick-and-mortar dispensary engaged in the retail sale of dried flower cannabis, cannabis products, and cannabis accessories to qualified patients and their primary caregivers, the Applicant represents the final link in the State of California’s (the “State”) mandated medicinal Cannabis Supply Chain. Pursuant then to the State Cannabis Law, the Applicant must procure all finished cannabis and cannabis products at wholesale from licensed distributors, who had already (i) procured the cannabis and cannabis products from licensed cultivators and manufacturers; (ii) arranged for the finished cannabis and cannabis products to receive a certificate of analysis from a testing laboratory that the finished cannabis and cannabis products has passed the testing requirements pursuant to the State Cannabis Law; and (iii) performed quality assurance inspections on the finished cannabis and cannabis products. Moreover, because (i) only licensed distributors may transport cannabis and cannabis products and the State and (ii) the Applicant will only operate as a medicinal cannabis brick-and-mortar dispensary at the Facility, the Applicant may only procure finished cannabis and cannabis products by receiving wholesale shipments at the Facility from the transportation vehicles licensed distributors—rather than the Applicant maintaining its own fleet of transportation vehicles at the Facility and using those transportation vehicles to procure finished cannabis and cannabis products by picking up wholesale shipments from licensed distributors at offsite, yet licensed, locations and returning those wholesale shipments to the Facility.

Notwithstanding the above limitations related to the Applicant’s operations at the Facility, the Applicant may under the State Cannabis Law operate as a distributor at another location that procures and transports finished cannabis and cannabis products for the Applicant’s medicinal cannabis brick-and-mortar dispensary operation at the Facility and sells those finished cannabis and cannabis products in a nonarm’s length transaction so long as the Applicant does not (i) maintain and base transportation vehicles at the Facility and (ii) procure and transport finished cannabis and cannabis products from the Facility for shipment to another offsite location.

Exhibit 3 – Attachment J

1.3.1 Key State Supply Chain Definitions

- A. The “State Cannabis Law” means (i) Sections 11362.1 through 11362.45, 11362.5, 11362.7 to 11362, 26220 through 26231.2 of the H&S Code; (ii) Division 10 of the B&P Code; (iii) Section 147.5 of the California Labor Code; (iv) Sections 31020 and 34010 of the California Revenue and Taxation Code; (v) Section 12029 of the California Fish and Game Code; and (vi) Section 13276 of the California Water Code and includes any regulations pursuant to the above, as those laws and, regulations may be amended from time to time.
- B. “Distribution” means the procurement, sale, and transport of cannabis and cannabis products between persons conducting commercial cannabis activity lawfully under the State Cannabis Law.
- C. “Distributor” means a person engaged in the distribution of cannabis and cannabis products.
- D. “Cultivator” mean a person conducting the cultivation of cannabis lawfully under the State Cannabis Law.
- E. “Manufacturer” mean a person conducting the manufacture of cannabis products lawfully under the State Cannabis Law.
- F. “Wholesale” means a sale of cannabis or cannabis products between persons conducting commercial cannabis activity lawfully under the State Cannabis Law.
- G. “Testing laboratory” means a laboratory, facility, or entity in the State that offers or performs tests of cannabis or cannabis products lawfully under the State Cannabis Law.
- H. “Nonarm’s length transaction” means a sale that is no an Arm’s length transaction. “Arm’s length transaction” means a sale entered into in good faith and for valuable consideration that reflects the fair market value in the open market between two informed and willing parties, neither under any compulsion to participate in the transaction.

Exhibit 3 – Attachment J

1.3.2 The State's Mandated Medicinal Cannabis Supply Chain

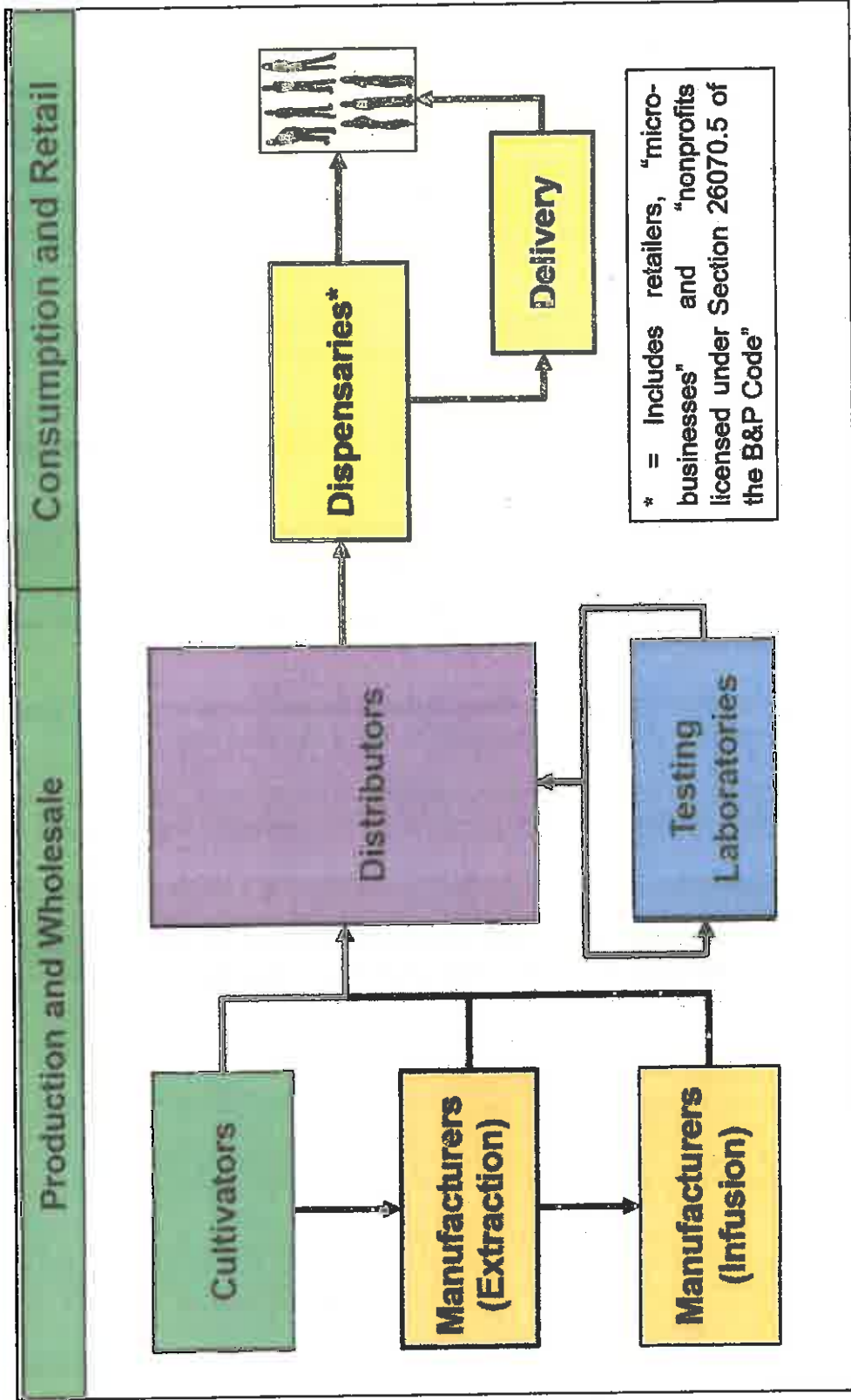


Exhibit 3 – Attachment J

1.4 Brick-and-Mortar Dispensary Operational Facility Layout

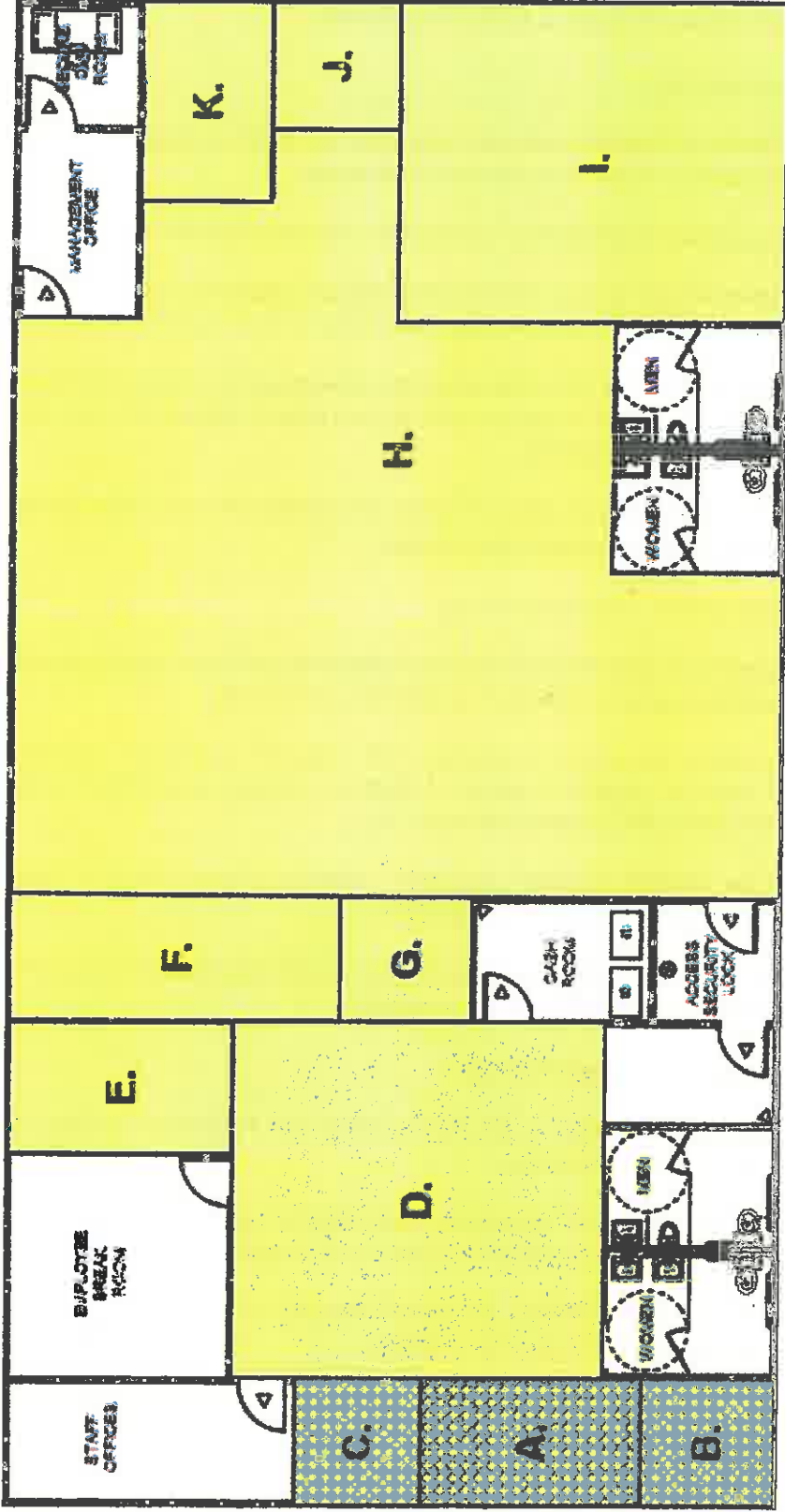


Exhibit 3 – Attachment J

1.4.1 Operational Facility Layout Descriptions

A. Shipping and Receiving Bay

1. Used for intake of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones from licensed distributors.
2. Used for the pickup of adulterated cannabis by licensed distributors.
3. Used for removal and pickup of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones that must be disposed of or destroyed.
4. Vehicles approach the bay for offloading and onloading of cannabis and the bay is secured during any time it is not in use for the handling or interaction with cannabis or other supplies and equipment.
5. Contains the single, secure point of entry for employees and other authorized personnel for Dispensary Intake and Storage.

B. Cannabis Intake and Quality Assurance Storage

1. Finished medicinal cannabis and medicinal cannabis products will be stored here while it undergoes quality assurance, inspection, and testing.
2. Used for testing laboratory interaction with finished medicinal cannabis and medicinal cannabis products (sample collection, picking up finished medicinal cannabis and medicinal cannabis products, etc.).
3. Used for the storage finished medicinal cannabis clones prior to disposal, destruction, or return to a licensed distributor.
4. Secure and temperature controlled as finished medicinal cannabis and medicinal cannabis products will be stored here overnight.

C. Clones Intake and Quality Assurance Storage

1. Finished medicinal cannabis clones will be stored here while they undergo quality assurance, inspection, and testing.
2. Used for testing laboratory interaction with finished medicinal cannabis clones (sample collection, picking up finished medicinal cannabis clones, etc.).
3. Used for the storage finished medicinal cannabis clones prior to disposal, destruction, or return to a licensed distributor.
4. Secure and temperature controlled as finished medicinal cannabis clones will be stored here overnight.

Exhibit 3 – Attachment J

D. Order Processing and Retail Staging Area

1. Used for staging, breaking down, and transferring medicinal cannabis, medicinal cannabis products, medicinal cannabis clones, cash, and any other supplies and equipment prior to transfer and use in other locations within the Facility.
2. Contains sanitary locations for the staging and assembly of orders of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones for final retail sale to qualified patients and their primary caregivers on the Brick-and-Mortar Sales Floor via the Brick-and-Mortar Point-of-Sale.
3. Used for temporary storage of prepared orders of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones prior to final retail purchase by qualified patients and their primary caregivers.

E. Finished Clone Storage

1. Used to store finished medicinal cannabis clones that have undergone quality assurance, inspection, and testing pursuant to Section 26110 of the B&P Code.
2. Secure and temperature controlled as finished medicinal cannabis clones will be stored here overnight.

F. Finished Cannabis Storage

1. Used to store finished medicinal cannabis and medicinal cannabis products that has undergone quality assurance, inspection, and testing pursuant to Section 26110 of the B&P Code.
2. Secure and temperature controlled as finished medicinal cannabis and medicinal cannabis products will be stored here overnight.

G. Brick-and-Mortar Point-of-Sale

1. A secure sales window from which qualified patients and their primary caregivers purchase and take possession of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones.
2. Used for the intake of adulterated cannabis from qualified patients and their primary caregivers.

H. Brick-and-Mortar Sales Floor

1. A sales floor for securely displaying finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones for observation and limited and/or supervised interaction (touching, smelling, etc.) with finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones.

Exhibit 3 – Attachment J

I. Patient Intake and Verification Area

- 1. A secure waiting-area for the public to enter the Facility and for validation of qualified patients and the primary caregivers.**
- 2. A separate and secure station for security personnel and equipment.**

J. Express Point-of-Sale

- 1. A secure sales window from which qualified patients and their primary caregivers purchase and take possession of preassembled orders of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones.**

K. Patient Exit

- 1. Access security lock doors for qualified patients and the primary caregivers to exit the Facility.**

Exhibit 3 – Attachment J

1.5 Brick-and-Mortar Dispensary Operations Plan Process Flowchart

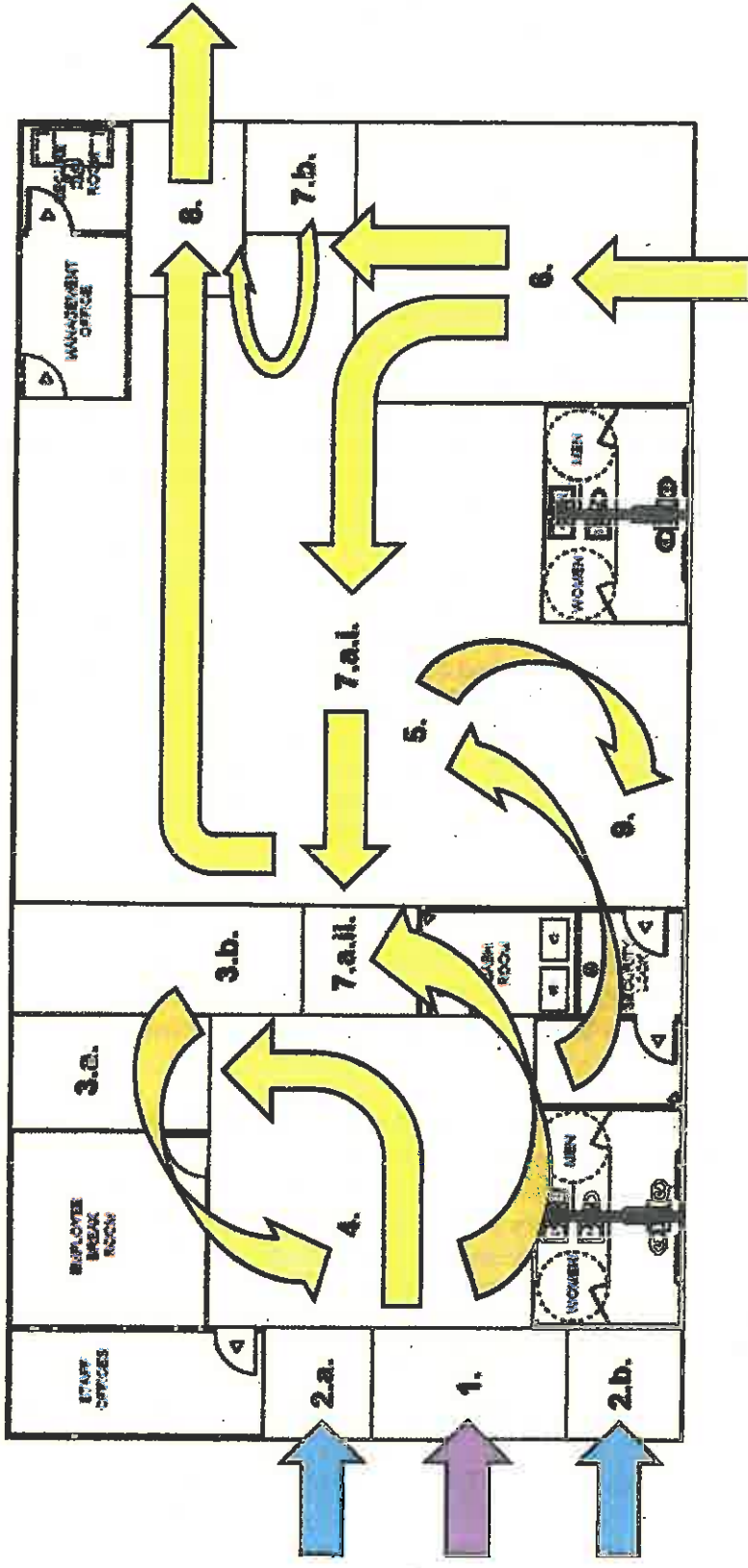


Exhibit 3 – Attachment J

1.5.1 Operations Plan Process Flowchart Steps

1. Following security checks, transportation vehicles of licensed distributors approach the Shipping and Receiving Bay and the Applicant's personnel offload and transfer (a) finished medicinal cannabis clones into Clones Intake and Quality Assurance Storage and (b) finished medicinal cannabis and medicinal cannabis products into Cannabis Intake and Quality Assurance Storage.
2.
 - a. If the distributor has procured and sold the finished medicinal cannabis clones pursuant to the exception for certified laboratory testing pursuant to Section 26070 of the B&P Code, a licensed testing laboratory will (i) securely approach the Shipping and Receiving Bay with a transportation vehicle; (ii) enter Clones Intake and Quality Assurance Storage; (iii) collect samples of the finished medicinal clones in storage within Clones Intake and Quality Assurance Storage; (iv) securely depart the Facility in the transportation vehicle and transport the sample from the Facility to the licensed testing laboratory; and (v) perform tests on the finished medicinal cannabis clones.
 - b. If the distributor has procured and sold the finished medicinal cannabis and medicinal cannabis products pursuant to the exception for certified laboratory testing pursuant to Section 26070 of the B&P Code, a licensed testing laboratory will (i) securely approach the Shipping and Receiving Bay with a transportation vehicle; (ii) enter Cannabis Intake and Quality Assurance Storage; (iii) collect samples of the finished medicinal and medicinal cannabis products in storage within Cannabis Intake and Quality Assurance Storage; (iv) securely depart the Facility in the transportation vehicle and transport the sample from the Facility to the licensed testing laboratory; and (v) perform tests on the finished medicinal cannabis and medicinal cannabis products.
3.
 - a. After finished medicinal cannabis clones have (i) passed the quality assurance and inspection procedures contained in Section 26110 of the B&P Code and (ii) been issued (x) a certificate of analysis pursuant to Section 26110 of the B&P Code or (y) satisfactory test results from a third-party testing laboratory, the Applicant's personnel transfer the finished medicinal cannabis clones from Clones Intake and Quality Assurance Storage to Finished Clone Storage.
 - b. After finished medicinal cannabis and medicinal cannabis products have (i) passed the quality assurance and inspection procedures contained in Section 26110 of the B&P Code and (ii) been issued (x) a certificate of analysis pursuant to Section 26110 of the B&P Code or (y) satisfactory test results from a third-party testing laboratory, the Applicant's personnel transfer the finished medicinal cannabis and medicinal cannabis products from Cannabis Intake and Quality Assurance Storage to Finished Cannabis Storage.
4. The Applicant's personnel transfer finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones from Finished Clone Storage and Finished Cannabis Storage to the Order Processing and Retail Staging Area for: (a) staging prior to display on the Brick-and-Mortar Sales Floor; (b) staging prior to retail sale via the Brick-and-Mortar Point-of-Sale or Express Point-of-Sale; and (c) order assembly and processing.

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5. The Applicant's personnel transfer finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones from the Order Processing and Retail Staging Area to the Brick-and-Mortar Sales Floor for secure display and limited and/or supervised interaction (touching, smelling, etc.) with qualified patients and their primary caregivers.
6. Qualified patients and their primary caregivers enter the Facility via the Patient Intake and Verification Area, and the Applicant's personnel verify the status of qualified patients and the primary caregivers.
7.
 - a.
 - i. Validated qualified patients and their primary caregivers enter the Brick-and-Mortar Sales Floor and (x) interact with the Applicant's personnel, (y) observe securely displayed finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones, and (z) have limited and/or supervised interaction (touching, smelling, etc.) with securely displayed finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones.
 - ii. Validated qualified patients and their primary caregivers (x) purchase and take possession of processed orders of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones at the Brick-and-Mortar Point-of-Sale or (y) return previously purchased finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones that may be adulterated to the Applicant at the Brick-and-Mortar Point-of-Sale.
 - b. Validated qualified patients and their primary caregivers that placed orders for finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones in advance of their arrival to the Facility purchase and take possession of their already processed orders of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones at the Express Point-of-Sale.
8. After validated finishing their business purpose for visiting the Facility, qualified patients and their primary caregivers enter Patient Exit and are securely allowed to exit the Facility by the Applicant's personnel.
9. As required by the State Cannabis Law or the County Cannabis Law or determined by the Applicant, finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones securely displayed on the Brick-and-Mortar Sales Floor is returned to Finished Clone Storage and Finished Cannabis Storage via the Order Processing and Retail Staging Area.

2. FACILITY REQUIREMENTS

2.1 Overall Facility Design

The Facility shall be designed in accordance with (i) the County Cannabis Law, (ii) the State Cannabis Law, and (iii) the State Department of Public Health's *Minimum Requirements for Finished medicinal cannabis and medicinal cannabis products Facility Plans*.

Exhibit 3 – Attachment J

2.2 Facility Design Requirements

2.2.1 Floors

Floors in the Facility shall be durable, smooth, nonabsorbent material that is easily cleanable (e.g., quarry tile, seamless epoxy poured floor, approved commercial grade vinyl, or other approved materials). Floor surfaces in all areas where finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones are prepared, dispensed, or stored, where any utensil is washed, where refuse or garbage is stored, where janitorial facilities are located, in all toilet and hand-washing areas and in employee change and clothing storage areas, shall be an approved type that continues up the walls or toe-kicks at least four (4) inches, forming a 3/8 inch minimum radius cove as an integral unit.

2.2.2 Floor Drains

Floor drains are required in floors that are water-flushed for cleaning and/or where pressure spray methods for cleaning equipment are used in the Facility. Where floor drains are utilized, the floor surfaces shall be sloped 1:50 (1/4 inch per foot) to the floor drains.

2.2.3 Walls and Ceilings

Walls and ceilings of all rooms shall be durable, smooth, nonabsorbent and easily cleanable (e.g., gloss or semi-gloss enamel paint, epoxy paint, FRP (“Fiberglass Reinforced Panel”), stainless steel, ceramic tile or other approved materials and finishes). Exposed brick, concrete block, rough concrete, rough plaster or textured gypsum board is not acceptable.

Conduits of all types shall be installed within walls in the Facility as practicable. When otherwise installed, conduits shall be mounted or enclosed so as to facilitate cleaning.

Attachments to walls and ceilings in the Facility, such as light fixtures, mechanical room ventilation system components, vent covers, wall-mounted fans, decorative items, and other attachments shall be easily cleanable.

2.2.4 Shelving

In the Facility, shelving shall meet or be equivalent to approved applicable sanitation standards for finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones equipment. Unless shelving is sealed to the floor, the lowest shelf should be at least six (6) inches above the floor with a clear unobstructed area below for ease of cleaning.

2.2.5 Lighting

In every room and area of the Facility in which any finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones are prepared, dispensed, or stored, or in which utensils are cleaned, sufficient natural, or artificial lighting shall be provided to produce the following light intensity:

Exhibit 3 – Attachment J

- A. 10-footcandles for walk-in refrigeration units and dry storage areas
- B. 20-footcandles (i) at a surface where finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones are provided for consumer self-service, or where finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones are sold; (ii) inside equipment such as reach-in and under-counter refrigerators; and (iii) at a distance of 30 inches above the floor in areas used for hand-washing, warewashing, and equipment and utensil storage, and in toilet rooms.
- C. 50-footcandles (i) where an employee is working with finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones or working with utensils or equipment such as knives, slicers, grinders, or saws where employee safety is a factor and (ii) in all areas and rooms during periods of cleaning (in essence, the Facility must be capable of providing 50-footcandles of light in all areas while cleaning, although the light intensity may be lowered at other times as specified above).

Light bulbs shall be shielded, coated, or otherwise shatter-resistant in areas where finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones are provided for consumer self-service, where finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones are sold, or where clean equipment, utensils, and linens, or unwrapped single-use articles. Shielded, coated, or otherwise shatter-proof bulbs are not required in areas used only for storing prepackaged finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones in unopened packages, if the integrity of the packages cannot be affected by broken glass falling into them and the packages are capable of being cleaned of debris from broken bulbs before the packages are opened. Infrared and other heat lamps must be protected against breakage by a shield surrounding and extending beyond the bulb so that only the face of the bulb is exposed, or by using approved coated shatter-resistant bulbs.

2.2.6 Exterior Doors and Windows

All exterior doors of the Facility shall be well fitted and self-closing to effectively prevent the entrance of flies, rodents, and vermin.

All windows of the Facility that open into finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones preparation and storage areas, warewashing areas, and utensil storage areas be equipped with 16-mesh-per-inch (or smaller) screen material to prevent the entrance of flying insects if capable of being left open.

2.2.7 Delivery and Cargo Doors

Overhead air curtains must be provided for delivery doors in the Facility to exclude insects, dust, dirt and fumes.

- A. An air curtain installed inside the Facility shall produce a downward and outward air flow not less than three (3) inches thick at the nozzle with an air velocity of not less than

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1600 FPM (feet per minute) across the entire opening at a point three (3) feet above the floor.

- B. An air curtain installed outside the building shall produce air at the same velocity (1600 FPM) directed straight down across the entire door opening. The air curtain shall turn on automatically when the door is opened.

Large cargo type doors shall not open directly into finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones preparation areas and may only be open during deliveries.

2.2.8 Designated Employee Areas

No person may store clothing or other personal effects in any area used for the storage or preparation of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones.

Areas designated for employees to eat or drink (e.g., break rooms or conference rooms) shall be located so that finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones, equipment, linens, and single-use articles are protected from contamination.

Dressing rooms or dressing areas shall be provided with lockers or other suitable facilities, such as closets, for the orderly storage of employee clothing and other possessions.

2.2.9 Waste Disposal Facilities

The Facility shall be provided with any areas and equipment necessary to store or dispose of all waste material, including cannabis waste. Areas designated for refuse, recyclables, returnables, or a redeeming machine for recyclables or returnables shall be located in a designated area that is separate from finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones, equipment, utensils, linens, and single-service and single-use articles. Those areas shall be well ventilated with floors that are water-flushed for cleaning and in areas where pressure spray methods for cleaning equipment are used must be sloped 1:50 to the floor drain(s) discharging to the sanitary sewer going to an approved sewage disposal system. Suitable cleaning implements and supplies such as high-pressure pumps, hot water, steam, and detergent shall be provided as necessary for effective cleaning of receptacles and waste handling units for refuse, recyclables, and returnables. Hot and cold running water through a mixing valve protected with a backflow protection device shall be provided and located so that the room or enclosure can be cleaned.

Waste receptacles shall be provided in each area of the Facility where refuse is generated. Garbage and waste grease shall be disposed into durable, cleanable, leak-proof, rodent proof containers with close-fitting lids. A designated area shall be provided for the storage and washing of these containers.

Refuse disposal, recyclable storage, and returnables storage rooms and areas shall meet the requirements for floors, walls, ceilings, and vermin exclusion. Receptacles and waste handling

Exhibit 3 – Attachment J

units for refuse, recyclables, and returnables shall not be located so as to create a public health hazard or nuisance, or interfere with the cleaning of adjacent space. Receptacles and waste handling units for refuse and recyclables must be installed so that accumulation of debris and insect and rodent attraction and harborage are minimized and effective cleaning is facilitated around and, if the unit is not installed flush with the base pad, under the unit.

Any outdoor storage area or enclosure used for refuse, recyclables, and returnables should be constructed of nonabsorbent material such as concrete or asphalt and shall be easily cleanable, durable, and sloped to a drain. Ground surfaces of concrete or asphalt and enclosure surfaces shall be constructed to be durable, easily cleanable, and maintained in good repair.

2.3 Facility Plumbing Requirements

2.3.1 Water

The Facility shall have an adequate, protected, pressurized, potable supply of hot water and cold water shall be provided. The water source and system shall be of sufficient capacity to meet the peak demands of the Facility and shall be from a water system approved by the health officer or the local enforcement agency.

Hot water generation and distribution systems shall be sufficient to meet the peak hot water demands throughout the Facility. To size a water heater, the peak hourly demands for all sinks and other equipment that uses hot water in the facility are added together to determine the minimum required hourly recovery rate. Hot water must be supplied at a minimum temperature of 120F as measured from the faucet; however, where water is used only for hand-washing, only warm water (100F) shall be supplied.

Hoses for conveying potable water must be constructed of non-toxic materials, must not be used for any other purpose, and must be clearly labeled as to its use. The potable water supply must be protected with a backflow or back-siphoning protection devices when required by applicable plumbing codes. An approved backflow prevention device shall be properly installed upstream of any potential hazard between the potable water system and a source of contamination (e.g., all threaded water outlets, mop sinks, sprayers, dishwashers, etc.). An air-gap used as a backflow prevention method, between the water supply inlet and the flood level rim of any plumbing fixture or equipment, must be at least twice the diameter of the water supply inlet and may not be less than one-inch.

2.3.2 Sinks

When a sink is installed next to a wall, the integral metal backsplash shall be sealed to the wall. Hot and cold water under pressure shall be provided through a mixing valve to each compartment of the following sinks:

A. Warewashing Sinks:

For multi-service kitchen utensils (*i.e.*, pots, pans, etc.), the Facility shall use a minimum three (3)

Exhibit 3 – Attachment J

compartment stainless steel sink with dual integral stainless-steel drain boards shall be provided and be capable of accommodating the largest utensil to be washed and the drain boards shall be as large as the largest sink compartment. A compartment size of approximately 18 x 18 x 12 inches deep will generally be adequate for most utensils.

B. Medicinal Cannabis Preparation/Handling Sinks:

The Facility shall use a separate sink for finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones preparation such as, but not limited to, thawing, washing, or soaking that drains by means of an indirect connection. The finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones preparation sink shall have a minimum dimension of 18 x 18 x 12 inches deep with an integral drain board or adjacent table at least 18 x 18 inches.

C. Hand-Washing Sinks:

Hand-washing sinks shall be provided in each finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones staging area of the Facility. Hand-washing sinks shall have such water provided from a combination faucet, or water from a premixing faucet which supplies warm water for a minimum of fifteen (15) seconds while both hands are free for washing.

Hand-washing sinks shall be separated from any warewashing sink by a metal splashguard with a height of at least six (6) inches that extends from the back edge of the drain board to the front edge of the drain board, with the corners of the splashguard barrier to be rounded. No splashguard shall be required if the distance between the hand-washing sink and the warewashing sink drain boards is 24 inches or more.

Soap and single-use sanitary towels shall be provided in dispensers at the hand-washing sinks.

D. Janitorial Sinks:

The Facility shall be equipped with at least one of either a curbed cleaning system or janitorial sink to be used exclusively for general cleaning purposes and for the disposal of mop bucket waste and other liquid waste. The system or sink shall be located so as not to contaminate any finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones preparation areas, finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones storage areas, utensils or equipment and any mixing valve faucet shall be equipped with a backflow prevention device.

E. Dishwashing and Glass Washing Machines:

The Facility shall contain an area with an overhead pre-rinse sprayer with scupper tray, sink, garbage disposal, and a dishwashing machine. The sink shall be a three (3) compartment stainless steel sink with dual integral metal drain boards of sufficient size to accommodate the largest utensil.

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Dishwashing machines shall be connected directly to the sewer immediately downstream from a floor drain or they may be drained through an approved indirect connection.

Spray type dishwashing and glass washing machines, which are designed for a hot water bactericidal rinse, shall be capable of achieving a utensil surface temperature of 160F and shall require an approved Type II exhaust hood. Spray type dishwashing and glass washing machines that are designed for a chemical bactericidal rinse shall be capable of operating in accordance with its approved applicable sanitation listing.

Dishwashing machines must have two (2) integral stainless-steel drain boards or dish-tables, one for soiled utensils and one for clean utensils. Drain boards or dish-tables shall be large enough to adequately store all utensils above the floor at all times or additional approved shelving, racks or dish-tables shall be provided in the dishwashing area for this purpose. The drain boards or dish-tables shall be sloped and drained to an approved waste receptor.

F. Dipper Wells:

The Facility shall be equipped with cold running water dipper wells drained by means of an indirect connection for scoops or other reusable serving utensils stored in water.

2.3.3 Indirect Waste Receptors

All steam tables, ice machines and bins, finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones preparation sinks, warewashing sinks, and other similar equipment with drain lines shall discharge their liquid waste by means of indirect waste pipes. Condensate and liquid waste from finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones preparation equipment and sinks, utensil sinks, dishwashers, dipper wells, steam tables, ice machines, beverage dispensers, refrigeration condensers and similar equipment shall be drained by indirect drainage into a floor sink or other approved waste receptor. Common waste receptors include funnel drains for slow-draining walk-in refrigerators, and mop sinks used to catch water heater wastewater. Warewashing sinks may be directly plumbed to the sewer line if required by local building officials.

The floor sink or other approved indirect waste receptors shall be located to be readily accessible for inspection and cleaning and be installed flush with the floor to prevent tripping hazards and prevent harborage of dirt and debris.

2.3.4 Sewage Disposal, Grease Traps, and Interceptors

All liquid waste, including “gray water” and “black water” generated by the Facility shall be disposed of through the approved plumbing system and must discharge into a public sewerage or into an approved private sewage disposal system.

Sizing of hydro-mechanical grease interceptors and gravity grease interceptors shall be based on “Drainage Fixture Values” assigned by the California Plumbing Code.

2.3.5 Restrooms

There shall be employee restrooms with toilets in the Facility. The number of toilets and handicapped facilities provided shall be in accordance with local building and plumbing ordinances. Restrooms shall be separated from other portions of the Facility by well-fitted, self-closing doors that prevent passage of flies, dust, or odors. Restrooms shall be vented to the outside air by means of an open-able screened window, an airshaft, or a light switch-activated exhaust fan, consistent with the requirements of local building codes.

The floors, walls, and ceilings of restrooms shall have surfaces that are smooth, durable, nonabsorbent and, easily cleanable and be provided with at least 20-foot candles of light. Toilet tissue shall be provided in a permanently installed dispenser at each toilet.

Hand-washing areas shall be provided within or adjacent to restrooms and shall be equipped to provide warm (100F) water under pressure for a minimum of 15 seconds through a mixing valve or combination faucet. The number of hand-washing facilities provided shall be in accordance with local building and plumbing codes. Hand-washing cleanser and single-use sanitary towels in dispensers or hot air blowers shall be provided at or adjacent to hand-washing facilities.

All restroom facilities serving the Brick-and-Mortar Retail Floor must remain locked and under the control of management and security.

2.4 Facility Ventilation Requirements

All areas of the Facility shall have sufficient ventilation to facilitate proper finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones storage and to provide a reasonable condition of comfort for each employee, consistent with the job performed by the employee.

Restrooms shall be vented to the outside air by means an openable, screened window, an airshaft, or a light-switch activated exhaust fan, consistent with the requirements of local building codes.

Mechanical exhaust ventilation shall be provided over all cooking equipment as required to effectively remove cooking odors, steam, heat, grease, smoke, and vapors. Mechanical ventilation shall be installed and maintained in accordance with the California Mechanical Code and makeup air shall be provided at the rate exhausted.

2.4.1 Ventilation Hood Systems

Every ventilation hood in the Facility shall be installed to provide for thorough cleaning of all interior and exterior surfaces. Exhaust ventilation systems in finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones preparation and warewashing areas shall be design to prevent condensation from draining or dripping onto finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones, equipment, utensils, single use articles, and linens.

2.4.2 Heating, Ventilating, and Air Conditioning System Vents

Heating, ventilating, and air conditioning systems shall be designed and installed so that make-up air intake and exhaust vents do not cause contamination of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones, finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones—contact surfaces, equipment, or utensils and do not create air currents that cause difficulty in maintaining required temperatures. Exhaust hood ducting shall meet the following requirements:

- A. Filters or other grease extracting equipment shall be designed to be readily removable for cleaning and replacement if not designed to be cleaned in place.
- B. Every joint and seam shall be substantially tight. No solder shall be used, except for sealing a joint or seam.
- C. When grease gutters are provided they shall drain to a collecting receptacle fabricated, designed, and installed to be readily accessible for cleaning.
- D. The ducts shall have sufficient clean-outs to make the ducts readily accessible for cleaning.
- E. All ducts in the exhaust system shall be properly sloped.

2.5 Facility Equipment Requirements

All utensils, display cases, windows, counters, shelves, tables, refrigeration units, sinks, dishwashing machines and other equipment or utensils used in the preparation, sale, and display of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones shall be made of nontoxic, corrosion resistant, nonabsorbent materials, and shall be constructed, installed, and maintained to be easily cleaned.

Equipment shall be installed so as to facilitate cleaning under and around the equipment, and of all the adjacent surfaces and be sealed to adjacent walls and equipment. Floor-mounted equipment that is not easily movable shall be sealed to the floor or elevated on legs that provide at least a six-inch clearance between the floor and the equipment. A permanent factory-applied nameplate shall be affixed to equipment on which shall appear in legible lettering, the manufacturer's name or trademark, the model number, serial number and the seal or mark of the approved agency. The equipment label shall also include the following:

- A. For electrical equipment and appliances – electrical rating in volts, amperes, and motor phase; identification of individual electrical components in volts, amperes or watts, and motor phase; Btu/h (W) output; and required clearances.
- B. For absorption units – hourly rating in Btu/h (W); minimum hourly rating for units having step or automatic modulating controls; type of fuel; type of refrigerant; cooling capacity in Btu/h (W); and required clearances.

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- C. For fuel-burning units – hourly rating in Btu/h (W); type of fuel approved for use with the appliance; and required clearances.
- D. For electric comfort heating appliances – the name and trademark of the manufacturer; the model number or equivalent; the electric rating in volts, ampacity, and phase; Btu/h (W) output rating; individual marking for each electrical component in amperes or watts, volts and phase; required clearances from combustibles; and a seal indicating approval of the appliance by an approved agency.

Controls for all smoke and gas alarms, detection meters, ventilation systems, lighting and other emergency systems in case of a power outage shall be installed on all equipment in the Facility.

2.5.1 Insect Control Devices

Insect control devices shall be installed so that the devices are not located over a finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones or utensil handling area and dead insects and insect fragments are prevented from being impelled onto or falling on non-prepackaged finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones, clean equipment, utensils, linens, and unwrapped single-use articles. If used in the Facility, insect control devices that are used to electrocute or stun flying insects shall be designed to retain the insect within the device.

2.6 Storage Areas

In the Facility, adequate and suitable space shall be provided for the storage of supplies, equipment, and finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones. A room, area or cabinet separated from any finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones storage or staging area, or warewashing or storage area, shall be provided for the storage of cleaning equipment and supplies. Adequate and suitable space shall be provided for the separate storage of clean and soiled linens in clean, nonabsorbent receptacles or clean, washable laundry bags.

2.6.1 Cannabis Storage

The Applicant shall store all finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones (i) in buildings that are completely enclosed and designed to permit control of temperature and humidity and prevent the entry of environmental contaminants such as smoke and dust (ii) within refrigerated safes or vaults (iii) that are bolted to the floor or structure of the Facility and (iv) are only accessible by authorized personnel.

The Applicant shall store finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones pursuant to the following requirements:

- A. All batches of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones are stored separately and distinctly from other batches. “Batch” means a specific quantity of homogeneous cannabis or cannabis product that is one of the following

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types:

1. A “harvest batch”, which means a specifically identified quantity of dried flower or trim, leaves, clones, and other cannabis plant matter that is uniform in strain, harvested at the same time, and, if applicable, cultivated using the same pesticides and other agricultural chemicals, and harvested at the same time.
 2. A “manufactured cannabis batch”, which means either of the following: (a) an amount of cannabis concentrate that is produced in one production cycle using the same extraction methods and standard operating procedures or (b) an amount of a type of cannabis products produced in one production cycle using the same formulation and standard operating procedures.
- B. The following information is physically attached to each container of each batch:
1. The licensed manufacturer or cultivator’s name and license number.
 2. The licensed distributor’s name and license number.
 3. The date of entry into the respective storage area within the Facility.
 4. The unique identifiers and batch number associated with the batch.
 5. A description of the finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones with enough detail to easily identify the batch.
 6. The weight of or quantity of units in the batch.
- C. Harvest batches, and manufactured cannabis batches that require refrigeration, shall be stored at 35F to 42F.
- D. Harvest batches of dry cannabis flower shall be stored in a darkened area with no more than 60% humidity.
- E. Harvest batches of medicinal cannabis clones shall be stored with adequate lighting, water, and ventilation so as to (i) preserve the life of the clones and (ii) prevent the clones from maturing or flowering.

2.6.2 Refrigeration

All reach-in and walk-in refrigeration and freezer units in the Facility shall:

- A. Be adequate in capacity and usage to meet the needs of the proposed operation and shall;
- B. Have shelving that is nonabsorbent, corrosion resistant, easily cleanable and shall meet or be equivalent to applicable ANSI standards (wood is not acceptable);

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- C. Be provided with an accurate, readily visible thermometer; and
- D. Drain condensate and other liquid waste in a sanitary manner to a floor sink or other approved receptor that is properly connected to the drainage system. Condensate from reach-in refrigerators and freezers may be drained to a properly installed and functioning evaporator.

Walk-in refrigeration and storage freezer units in the Facility shall also:

- A. Be designed to be closeable, sealed to the floor, or be constructed integral with the floor (coved bases shall be provided at the intersection of interior floors and walls);
- B. Be flashed or sealed to walls and/or ceiling as needed to prevent rodent and vermin harborage or inaccessible areas; and
- C. Have floor drains and floor sinks located outside units, when they are required.

2.7 Facility Security Requirements

The Applicant shall implement security measures reasonably designed to prevent unauthorized entrance into areas containing cannabis or cannabis products and theft of cannabis or cannabis products from the Facility. The Applicant's security measures are contained in the Security Plan attached to the Applicant's Medicinal Cannabis Brick-and-Mortar Dispensary Application as Exhibit 3.d.

2.8 Hours of Operation

Unless otherwise required by the State Cannabis Law or the County Cannabis Law, the Facility shall be open for operations between the hours of 8:00 a.m. and 10:00 p.m., Monday through Saturday, but shall only be open to the public and engage in the retail sale of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones on the Brick-and-Mortar Sales Floor from 9:00 a.m. to 9:00 p.m., Monday through Sunday.

Any time the Facility is not open for operations, the Applicant shall ensure the following:

- A. The Facility's shall be securely locked with commercial-grade, non-residential door locks.
- B. The Facility's alarm system shall be active.
- C. All finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones shall be stored in a locked safe or vault, other than limited amounts of cannabis used for display purposes or samples on the Brick-and-Mortar Sales Floor.
- D. Only authorized employees and contractors of the licensee shall be allowed to enter the Facility.

2.9 The Brick-and-Mortar Dispensary

The Applicant shall prevent unauthorized entrance into the Facility and, in particular, the Brick-and-Mortar Sales Floor and theft and misuse of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones through the following Facility requirements:

2.9.1 Patient Intake and Verification Area

The Applicant shall post a sign at the public entrance to the Patient Intake and Verification Area, which states that smoking, vaping, ingesting, or otherwise consuming cannabis on the Facility or in the areas adjacent to the Facility is prohibited.

The Applicant shall post a sign conspicuously visible to persons that enter the Patient Intake and Verification Area, which states the following:

“The sale and use of cannabis are violations of federal law. The use of cannabis may impair a person’s ability to operate a motor vehicle or heavy machinery. This facility is registered in accordance with the Alameda County General Ordinance Code. As such, (i) no individual under the age of eighteen (18) shall be allowed within the facility unless the individual is a qualified patient and is accompanied by his or her primary caregiver, parent(s), documented legal guardian, or licensed attending physician and (ii) the smoking, ingesting, or consuming cannabis on the premises is prohibited.”

2.9.2 Access to the Brick-and-Mortar Retail Floor

Applicant shall ensure that the entrances into the Brick-and-Mortar Sales Floor are locked at all times with entry strictly controlled through a “buzz-in” electronic/mechanical entry system used to separate the Brick-and-Mortar Sales Floor from the adjacent Patient Intake and Verification Area, which is open to the general public.

2.10 Nuisance Mitigation and Consumer Protection Practices

The Applicant shall implement and enforce the following operational requirements to prevent the Facility from becoming a public nuisance:

- A. The Applicant shall provide the County with the name and telephone number (capable of accepting recorded voice messages) of an onsite manager to whom emergency notice can be provided.
- B. The Applicant shall prominently display a copy of its County-issued cannabis dispensary permit in a prominent location visible and accessible to members of the public.
- C. At no time shall any of the following items be allowed on the Facility: (i) any controlled substance, other than cannabis; (ii) any paraphernalia used for the ingestion of any type of controlled substance, including cannabis (except for cannabis accessories for incidental

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retail sale to qualified patients and their primary caregivers); (iii) alcoholic beverages; or (iv) firearms, except in strict compliance with federal, State, and County laws and regulations.

- D. The Applicant shall not sell alcoholic beverages or tobacco at the Facility.
- E. The Applicant shall prohibit the smoking, vaporization, ingestion or consumption of alcohol, tobacco, or cannabis in any form at the Facility.
- F. The Applicant shall not have an onsite physician for the purpose of evaluating patients for issuance of a medicinal cannabis recommendation or identification card nor shall the Applicant give or offer to give any form of remuneration to a physician if the physician or his or her immediate family have a “financial interest” (as that term is defined in Section 650.01 of the B&P Code) in the Applicant or the Applicant’s medicinal cannabis brick-and-mortar dispensary.
- G. The Applicant shall not Distribute any form of advertising for physician recommendations for medicinal cannabis unless the advertisement bears the notice to consumers contained in Section 2525.5 of the B&P Code.
- H. The Applicant shall ensure that cannabis or cannabis products shall not be visible with the naked eye from the exterior of the Facility or from any public or other private property.
- I. The Applicant shall not allow any individual under the age of eighteen in the Facility unless the individual is a qualified patient and is accompanied by his or her primary caregiver, parent(s), documented legal guardian, or licensed attending physician.
- J. The Applicant shall not hire to employ any person under 21 years of age at the Facility.
- K. The Applicant shall provide litter removal services twice each day of operation on and in front of the Facility and, if necessary, on public sidewalks within one-hundred feet of the Facility.
- L. The Applicant shall ensure that all areas recorded by the video surveillance system shall at all times have adequate lighting to allow the surveillance cameras to effectively record images.

3. CANNABIS INVENTORY CONTROL AND TRACK & TRACE TECHNOLOGY SYSTEM

The Applicant shall utilize a point of sale and inventory tracking information technology system (the “track and trace system”) that will provide technical infrastructure for the Applicant’s entire medicinal brick-and-mortar dispensary operation from intake of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones from licensed distributors to retail sale of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones on the Brick-and-Mortar Retail Floor or via delivery vehicles. At its most basic technical level, the track and trace system follows and records unique identifiers assigned to finished medicinal

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cannabis, medicinal cannabis products, and medicinal cannabis clones through and at each step of the Applicant's medicinal cannabis brick-and-mortar dispensary operation.

3.1 Track and Trace System Requirements

- A. The Applicant shall create and maintain an active account within the track and trace system prior to buying or selling any finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones.
- B. The Applicant's inventory control agent shall serve as the Applicant's designated track and trace administrator.
 - 1. The designated track and trace administrator may authorize additional Applicant representatives to obtain track and trace system administrator accounts.
 - 2. Each authorized Applicant representative who is authorized to access the track and trace system on behalf of the Applicant, shall obtain his or her own unique track and trace system administrator log-on and password.
 - 3. Authorized representatives of the Applicant shall only log into the track and trace system and submit information to the track and trace system using a log-on that has been assigned to that licensee representative.
 - 4. The Applicant shall maintain a complete and accurate list of all track and trace system administrators.
- C. The Applicant shall ensure that only authorized individuals are able to access the track and trace system on behalf of the Applicant.
- D. The Applicant shall accurately record all transactions involving the purchase, sale, physical movement, or destruction of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones in the track and trace system.
- E. The Applicant shall enter all transactions must be entered into the track and trace system no later than the end of the day that the transaction occurred.
- F. If, for any reason, the Applicant is not able to access the track and trace system, the Applicant shall create and maintain records detailing all transactions that would have been entered into the track and trace system. Upon the restoration of access to the track and trace system, all transactions that occurred while access to the track and trace system was not available shall be accurately entered into the track and trace system.
- G. The Applicant shall only enter accurate information into the track and trace system and shall correct any known errors in the information entered into the track and trace system by the Applicant immediately upon discovery.

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3.1.1 Intake of Medicinal Cannabis

Upon receipt of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones from a licensed distributor, the Applicant shall enter the following information into the track and system:

- A. The distributor's name and license number.
- B. Type and kind of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones.
- C. Amount received, by weight or count.
- D. Best-by, sell-by, or expiration date of the batch.
- E. The person who holds title to the finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones.
- F. The date of receipt of the finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones.
- G. The unique identifiers associated with the finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones.
- H. Laboratory-test results, if required by the State or County Cannabis Law or available.
- I. Any other information required elsewhere by the State or County Cannabis Law.

3.1.2 Taking of Testing Samples

Upon a sample taken by testing laboratory, the Applicant shall enter the following information into the track and system:

- A. The testing laboratory's name and license number.
- B. The name of the laboratory agent or agents who obtained the samples.
- C. The weights of the samples obtained.
- D. The date the samples were obtained.
- E. Any other information required elsewhere by the State or County Cannabis Laws.

3.1.3 Retail Sale of Medicinal Cannabis

Upon the retail sale of finished medicinal cannabis, medicinal cannabis products, and medicinal

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cannabis clones to a qualified patient or a primary caregiver, the Applicant shall enter the following information into the track and system:

- A. The name of the Applicant employee who processed the sale.
- B. The name or a patient identification number of the qualified patient or a primary caregiver who made the purchase.
- C. The date and time of the transaction.
- D. A list of all of the finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones, including a description of the quantity purchased.
- E. The unique identifiers associated with the finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones.
- F. Any other information required elsewhere by the State or County Cannabis Laws.

3.1.4 Return of Medicinal Cannabis by Qualified Patients

Upon the return of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones to the Applicant by a qualified patient or a primary caregiver, the Applicant shall enter the following information into the track and system:

- A. The name of the Applicant employee who processed the return.
- B. The name or a patient identification number of the qualified patient or a primary caregiver who made the return.
- C. The date and time of the transaction.
- D. A list of all of the finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones, including a description of the quantity returned.
- E. The unique identifiers associated with the finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones.
- F. Any other information required elsewhere by the State or County Cannabis Laws.

3.1.5 Return of Medicinal Cannabis to Distributors

Upon the return of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones by the Applicant to a licensed distributor, the Applicant shall enter the following information into the track and system:

- A. The distributor's name and license number.

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- B. Type and kind of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones.
- C. Amount received, by weight or count.
- D. Best-by, sell-by, or expiration date of each item or product returned.
- E. The date of return of the finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones.
- F. The unique identifiers associated with the finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones.
- G. Any other information required elsewhere by the State or County Cannabis Law.

3.1.6 Destruction of Medicinal Cannabis

Upon the destruction of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones by the Applicant, the Applicant shall enter the following information into the track and system:

- A. The name of the Applicant employee who performed the destruction.
- B. The date and time of the destruction.
- C. A list of all of the finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones, including a description of the quantity destroyed.
- D. The unique identifiers associated with the finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones.
- E. Any other information required elsewhere by the State or County Cannabis Laws.

3.1.7 Transfer of Medicinal Cannabis for Destruction

Upon the transfer of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones to a distributor for destruction, the Applicant shall enter the following information into the track and system:

- A. The distributor's name and license number.
- B. Type and kind of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones.
- C. Amount transferred, by weight or count.

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- D. The date of transfer of the finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones.
- E. The unique identifiers associated with the finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones.
- F. Any other information required elsewhere by the State or County Cannabis Law.

3.2 TREEZ Software System

The Garden of Eden Medical Marijuana Clinic affiliated with the Applicant currently uses TREEZ as its track and trace system provider as part of its already licensed commercial cannabis activity. As such:

- A. Attached as Appendix B is a “will serve” letter from TREEZ for the Applicant’s medicinal cannabis brick-and-mortar dispensary operation at the Facility.
- B. Attached as Appendix C is an example of TREEZ software system capabilities.

4. INTAKE AND QUALITY ASSURANCE OF FINISHED MEDICINAL CANNABIS

Pursuant to the State and County Cannabis Laws, the Applicant shall only offer finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones that were cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with State and local regulations. As a result, the Applicant shall only purchase finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones from a licensed distributor, transporting finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones in compliance with State and local regulations.

4.1 Enhanced Distributor Evaluation

There is a common misperception in the medicinal cannabis industry that merely operating pursuant Section 11362.775 of the H&S Code (“Section 11362.775”) means that a cannabis business in operating in compliance with applicable law. However, applicable law includes local laws and regulations and the affirmative defense eligible to medicinal cannabis businesses under Section 11362.775 does not apply to violations of local laws and regulations. Therefore, the Applicant shall take extra steps to ensure that distributors from which the Applicant purchases finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones are operating in strict compliance with local laws and regulations. Primarily, the Applicant shall ensure that all contracts with distributors for the sale and purchase of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones include the following provisions:

- A. The distributor (“Distributor”) has an affirmative duty to actively and regularly ascertain whether or not Distributor’s conduct is compliant with applicable law. Distributor shall immediately provide notice to the Applicant if Distributor reasonably determines that

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Distributor's conduct is not compliant with applicable law; such notice shall include any relevant explanations and evidence for why Distributor's conduct is not compliant with applicable law.

- B. Distributor shall immediately cure any conduct that is not compliant with applicable law. The Applicant may terminate any supply contract with the Distributor if, five (5) business days after the Applicant provides notice to Distributor that Distributor's conduct is not complaint with applicable law, Distributor has failed, refused, or is unable to cure the conduct that does not comply with applicable law.
- C. Upon provision of five (5) business days' notice to Distributor, Distributor shall provide to the Applicant a reasonable explanation and any reasonable evidence that Distributor's conduct is compliant with applicable law. Such reasonable evidence shall include, but not be limited to, any valid licenses or permits issued to Distributor.

4.1.1 Example of Reasonable Evidence to Demonstrate Compliance with Applicable Law

NOT TRANSFERABLE	<i>County of Alameda</i> <i>State of California</i>	Permit No. 18SB023 Expires: 05/05/18
MEDICAL MARIJUANA DISPENSARY PERMIT		
PERMITTEE NAME:	Soufyan Abou-Ahmed	
BUSINESS NAME:	Garden of Eden	
ADDRESS OF PREMISES:	21227 Foothill Blvd. Hayward, CA. 94545	
VALID FOR:	Medical Marijuana Dispensary	
Subject to revocation as per Chapter 6.108 of Title 6 of the Alameda County Ordinance Code		
Gregory J. Ahern, Sheriff		
BY:	_____	May 4, 2016
	Colby Staysa, Captain Law Enforcement Services	Date Issued
(X) If checked, subject to operating conditions attached in addition to Standard Conditions of Operation		
POST IN CONSPICUOUS PLACE		
<small>The Permittee/Business further understands that the issuance of this permit does not protect you from prosecution under Federal Law of the United States of America.</small>		

4.2 Transporting and Receiving of Medicinal Cannabis

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- A. Prior to transporting finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones to the Applicant, the licensed distributor shall complete an electronic shipping manifest, which shall contain the following information:
1. The Applicant's name and license number.
 2. The distributor's name and license number.
 3. The names of authorized transportation vehicle drivers.
 4. A list of all of the finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones, including a description of the quantity transported.
 5. The unique identifiers associated with the finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones.
 6. The time and location of departure.
 7. The time and location of expected arrival.
 8. The make, model, and license plate number of the transportation vehicle.
 9. Any other information required elsewhere by the State or County Cannabis Laws.
- B. During transportation, a licensed distributor shall maintain a physical copy of the shipping manifest and make it available upon request to any law enforcement officers.
- C. Prior to receiving the finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones from and during transportation by a licensed distributor, the Applicant shall maintain each electronic shipping manifest and shall make it available upon request to any law enforcement officers.
- D. Upon receipt of a shipment of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones from a licensed distributor, the Applicant shall submit create a record verifying receipt of the shipment and the details of the shipment.
- E. The licensed distributor shall only offload (and the Applicant shall only receive from a licensed distributor) finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones in the Shipping and Receiving Bay the has been completely secured and is inaccessible to unauthorized personnel.
- F. Upon accepting a shipment finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones in the Shipping and Receiving Bay, the Applicant shall immediately place the products in a secured and locked room, safe, or vault in a manner as to prevent diversion, theft, and loss.

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4.3 Quality Assurance, Inspection, and Testing

Under the State Cannabis Law all finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones are **eventually** required to under certified testing by a licensed testing laboratory pursuant to the requirements of Section 26110 of the B&P Code prior to transportation and sale to the Applicant by a licensed distributor. Notwithstanding Section 26110 of the B&P Code, Section 26070 of the B&P Code provides the following exemption to the certified testing of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones (the “Section 26070 Exemption”):

Beginning January 1, 2018, a licensee may sell cannabis or cannabis products that have not been tested for a limited and finite time as determined by the bureau. The cannabis or cannabis products must have a label affixed to each package containing the cannabis or cannabis products that clearly states “This product has not been tested as required by the Medicinal and Adult-Use Cannabis Regulation and Safety Act” and must comply with any other requirement as determined by the bureau.

When the Applicant receives finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones distributed pursuant to the Section 26070 Exemption, the Applicant will perform the following quality assurance, inspection, and testing procedures:

- A. The Applicant shall store cannabis batches in Cannabis/Clones Intake and Quality Assurance Storage before testing and continuously until either of the following occurs:
 1. The cannabis batch passes the testing requirements contained in the State Cannabis Law.
 2. The cannabis batch fails the testing requirements contained in the State Cannabis Law and is destroyed by the Applicant or returned to a licensed distributor.
- B. The Applicant shall arrange for a testing laboratory to obtain a representative sample of each cannabis batch in Cannabis/Clones Intake and Quality Assurance Storage. After obtaining the sample, the testing laboratory representative shall maintain custody of the sample and transport it to the testing laboratory.
- C. Upon issuance of official testing results by the testing laboratory that the cannabis batch has passed the testing requirements contained in the State Cannabis Law, the Applicant shall conduct a quality assurance review to ensure the labeling and packaging of the cannabis and cannabis products conform to the requirements contained in the State Cannabis Law.
- D. After testing, all cannabis and cannabis products fit for sale may be moved from Cannabis/Clones Intake and Quality Assurance Storage to Finished Cannabis/Clone Storage for display and ultimate retail sale by the Applicant.

The Applicant’s quality assurance review to ensure the labeling and packaging of finished

Exhibit 3 – Attachment J

medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones conform to the requirements contained in the State Cannabis Law shall ensure that the labeling and packaging of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones meets the below requirements:

4.3.1 General Product Requirements

In general, finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones shall be:

- A. Designed so as not to appear appealing to children or easily confused with commercially sold candy or foods that do not contain cannabis.
- B. Produced and sold with a standardized concentration of cannabinoids not to exceed ten (10) mg of THC per serving.
- C. Delineated or scored into standardized serving sizes if the cannabis product contains more than one serving.
- D. Described using only generic food names for the ingredients in the cannabis product.
- D. Homogenized to ensure uniform disbursement of ingredients throughout the product.
- E. Manufactured and sold under sanitation standards established by the State Department of Public Health and the Office of Manufactured Cannabis that are similar to the standards for preparation, storage, handling, and sale of food products.
- F. Provided to customers with sufficient information to enable the informed consumption of the product, including the potential effects of the cannabis product and directions as to how to consume the cannabis product, as necessary.
- G. Marked with the State Department of Public Health's universal cannabis product symbol.

Finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones shall not make any claims of health benefits or other physical benefits.

4.3.2 Packaging Requirements

Finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones shall be labeled and placed in a resealable, tamper-evident, child-resistant package and shall include a unique identifier for the purposes of identifying and tracking the products. If the package contains more than one serving, the package shall be resealable so that child-resistance is maintained throughout the life of the package. Finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones shall not use packaging that is appealing to youth, such as cartoons, recreational images (sports, musicians, etc.), names referencing pop culture figures, or bright, eye-catching colors.

Exhibit 3 – Attachment J

- A. “Child resistant” means designed or constructed to be significantly difficult for children under five (5) years of age to open, and not difficult for normal adults to use properly.

4.3.3 Labeling Requirements

“Labeling” means any label or other written, printed, or graphic matter upon a cannabis product, upon its container or wrapper, or that accompanies any cannabis product.

Finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones shall have a primary panel in an unobstructed and conspicuous location marked, stamped, or otherwise imprinted with the cannabis product symbol and the following information:

- A. The identity of the product in a text size reasonably related to the most prominent printed matter on the panel;
- B. The words “cannabis-infused” immediately above the identity of the product in bold type and a text size larger than the text size used for the identity of the product;
- C. The State Department of Public Health’s universal cannabis product symbol;
- D. The net weight or volume of the contents of the package;
- E. The THC content and CBD content for the package in its entirety, expressed in milligrams per package;
- F. The THC content and CBD content per serving, expressed in milligrams per serving; and
- G. The content of other cannabinoids or terpenes per serving if such information is verified by the certificate of analysis issued by a licensed testing.

The primary panel text must be in type size no less than 6-point font and be in relation to the size of the primary panel and container.

Beyond the primary panel, finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones labels and inserts shall include the following information prominently displayed in a clear and legible fashion in accordance with the requirements, prescribed by the State Department of Public Health:

- A. The following statement, in bold print:

“GOVERNMENT WARNING: SCHEDULE I CONTROLLED SUBSTANCE. KEEP OUT OF REACH OF CHILDREN AND ANIMALS. FOR MEDICAL USE ONLY. IF PREGNANT OR BREASTFEEDING, CONSULT A PHYSICIAN PRIOR TO USE. THE INTOXICATING EFFECTS OF THIS PRODUCT MAY BE DELAYED BY UP TO TWO HOURS. THIS PRODUCT MAY IMPAIR THE ABILITY TO DRIVE OR

Exhibit 3 – Attachment J

OPERATE MACHINERY, PLEASE USE EXTREME CAUTION. PLEASE USE EXTREME CAUTION.”

In the event the State Attorney General determines that cannabis is no longer a Schedule I controlled substance under federal law, finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones shall no longer require a statement that cannabis is a Schedule I controlled substance.

- B. The licensed cultivators or manufacture’s contact number and website address;
- C. The product’s lot number and State-required unique identifier;
- D. Instructions for use, such as the method of consumption or application, and any preparation necessary prior to use
- E. The date of manufacture and product expiration date, “use by” date, or “best by” date;
- F. A list of all product ingredients in descending order of predominance by weight or volume;
- G. The amount, in grams, of sodium, sugar, carbohydrates, and total fat per serving;
- H. The names of any artificial food colorings contained in the product; and
- I. A warning if nuts or other known allergens are used.

5. BRICK-AND-MORTAR DISPENSARY OPERATIONS

The Applicant shall operate the Brick-and-Mortar Dispensary, in particular the Brick-and-Mortar Sales Floor, pursuant to the below requirements and procedures.

5.1 Qualified Patient Intake and Validation

The Applicant shall only allow individuals to the Brick-and-Mortar Sales Floor for the purpose of purchasing finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones after the Applicant has identified the individual as a qualified patient or a primary caregiver by verifying that the individual has the following:

- A. A valid (i) physician recommendation to use cannabis or cannabis products for medicinal purposes pursuant to the State Cannabis Law or (ii) a medicinal cannabis identification card.
- B. A valid proof of identification; acceptable forms of identification include the following:
 - 1. A document issued by a federal, state, county, or municipal government, or a political subdivision or agency thereof, including, but not limited to, a valid motor vehicle operator’s license, that contains the name, date of birth, physical

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description, and picture of the person.

2. A valid identification card issued to a member of the Armed Forces that includes a date of birth and a picture of the person.
 3. A valid passport issued by the United States or by a foreign government.
- C. In the case of a primary caregiver, valid written documentation containing the signature and the printed name of the qualified patient designating the individual as a primary caregiver for the particular qualified patient.
- D. In the case of qualified patients and primary caregivers under the age of eighteen, the Applicant shall not allow any individual under the age of eighteen in the Facility unless the individual is a qualified patient and is accompanied by his or her primary caregiver, parent(s), documented legal guardian, or licensed attending physician.

5.2 Brick-and-Mortar Sales Floor Operations

5.2.1 Retail Staging and Display

- A. At the onset of any particular business day, the Applicant shall only remove from storage and stage, in the Order Processing and Retail Staging Area, for retail sale an amount of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones that the Applicant expects to sell during that particular business day. In the event that the Applicant initially underestimated the amount of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones that the Applicant expected to sell during a particular business day, the Applicant may remove from storage and stage, in the Order Processing and Retail Staging Area, for retail sale an amount of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones that the Applicant expects to sell during the remainder of the particular business day.
- B. During retail staging and prior to display for ultimate retail sale, the Applicant shall verify that finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones have not exceeded their expiration or sell-by date if one is provided.
- C. The Applicant may prepare finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones for display in the Order Processing and Retail Staging Area but display and retail sale of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones in the Brick-and-Mortar Dispensary shall only occur on the Brick-and-Mortar Sales Floor via the Brick-and-Mortar Point-of-Sale or the Express Point-of-Sale during the operating hours of the Facility; in other words, all finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones staged for sale but not actually sold during a particular business day shall be returned to storage prior to the daily cessation of business operations at the Facility.
- D. Finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones

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may be removed from their packaging and placed in containers to allow for customer inspection. If removal of the finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones required breaking a tamper-evident seal, the Applicant shall destroy the finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones once no longer used for display.

- E. An employee or contractor of the Applicant authorized to handle finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones shall be physically present on the Brick-and-Mortar Sales Floor at all times when there are individuals who are not authorized by the Applicant to handle finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones on the Brick-and-Mortar Sales Floor.

5.2.2 Daily Sales Limits

- A. The Applicant shall not sell more than eight (8) ounces of finished medicinal cannabis (or the retail price equivalent to eight (8) ounces if selling finished medicinal cannabis products) in a single business day to a single qualified patient.
- B. The Applicant shall not sell more than eight (8) ounces of finished medicinal cannabis (or the retail price equivalent to eight (8) ounces if selling finished medicinal cannabis products) in a single day to a primary caregiver for each qualified patient that the primary caregiver is authorized to purchase for.
- C. Notwithstanding the above, if a qualified patient or primary caregiver has a physician's recommendation pursuant to the State Cannabis Law that eight (8) ounces finished medicinal cannabis (or the retail price equivalent to eight (8) ounces if selling finished medicinal cannabis products) does not meet the qualified patient's current medicinal needs, the qualified patient or primary caregiver may purchase an amount of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones consistent with the qualified patient's needs as recommended by a physician.

5.2.3 Exit Packaging

The Applicant shall not allow qualified patients and primary caregivers to exit the Brick-and-Mortar Sales Floor and the Facility with finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones until the Applicant places the finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones in an exit package that meets the following requirements:

- A. The exit package shall be child resistant.
- B. The package shall be opaque so that finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones cannot be seen from outside the packaging.

5.3 Brick-and-Mortar Dispensary Daily Operating Schedule

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On days in which the Brick-and-Mortar Dispensary is open for operations, the Applicant shall operate the Brick-and-Mortar Dispensary pursuant to the following daily schedule:

1. Morning-shift personnel open the Facility for non-public operations at 8:00 a.m.
2. From 8:00 a.m. to 9:00 a.m., morning-shift personnel stage finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones for display and ultimate retail sale to qualified patients and primary caregivers on the Brick-and-Mortar Sales Floor.
3. Morning-shift Brick-and-Mortar Dispensary personnel open the Brick-and-Mortar Dispensary for public operations at 9:00 a.m.
4. From 9:00 a.m. to 9:00 p.m., the Facility is open to the public and qualified patients and primary caregivers may engage in the retail purchase of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones on the Brick-and-Mortar Sales Floor from the Applicant.
5. Evening-shift personnel close the Facility for public operations at 9:00 p.m.
6. From 9:00 p.m. to 10:00 p.m., evening-shift personnel return unsold finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones on the Brick-and-Mortar Sales Floor and in the Order Processing and Retail Staging Area back to overnight storage.
7. Evening-shift Brick-and-Mortar Dispensary personnel close the Brick-and-Mortar Dispensary for non-public operations at 8:00 p.m.

6. CASH-MANAGEMENT

The Applicant's process and procedures for the handling and accounting of cash are encompassed within the Applicant's use of the TREEZ software system's fully integrated supply chain management "seed-to-sale software system with enterprise resource planning, complete inventory tracking, point-of-sale, marketing, financial reporting and regulatory compliance features. See Appendices B and C.

7. FINISHED MEDICINAL CANNABIS RETURN AND RECALL

7.1 Return Policy for Finished Medicinal Cannabis

The Applicant shall implement a consumer-friendly return policy for finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones purchased by qualified patients and primary caregivers so that the Applicant and its licensed distributors will be made aware, as soon as possible, of (i) any consumer complaints associated with the finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones or (ii) the possibility that the finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones may be misbranded or adulterated.

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After acceptance of returned finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones from a qualified patient or primary caregiver, the Applicant shall contact the distributor and the testing laboratory of the finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones and work to determine the next appropriate step: (i) disposal by the Applicant at the Facility; (ii) transfer back to the licensed distributor; and/or (iii) institution of recall procedures.

Exhibit 3 – Attachment J

7.1.1 Misbranded Finished Medicinal Cannabis

The Applicant shall consider finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones “misbranded” if it has any of the following characteristics:

- A. Its labeling is false or misleading.
- B. Its labeling or packaging does not conform to the requirements of applicable law.

7.1.2 Adulterated Finished Medicinal Cannabis

The Applicant shall consider finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones “adulterated” if it has any of the following characteristics:

- A. It has been produced, prepared, packed, or held under unsanitary conditions in which it may have become contaminated with filth or in which it may have been rendered injurious.
- B. It consists in whole or in part of any filthy, putrid, or decomposed substance.
- C. It bears or contains any poisonous or deleterious substance that may render it injurious to users under the conditions of use suggested in the labeling or under conditions as are customary or usual.
- D. It bears or contains a substance that is restricted or limited under applicable law and the level of substance in the product exceeds the limits specified in the applicable law.
- E. Its concentrations differ from, or its purity or quality is below, that which it is represented to possess.
- F. The methods, facilities, or controls used for its manufacture, packing, or holding do not conform to, or are not operated or administered in conformity with, practices established by applicable law to ensure that the cannabis product meets the requirements of applicable law as to safety and has the concentrations it purports to have and meets the quality and purity characteristics that it purports or is represented to possess.
- G. Its container is composed, in whole or in part, of any poisonous or deleterious substance that may render the contents injurious to health.
- H. A substance has been mixed or packed with it after testing by a testing laboratory so as to reduce its quality or concentration or if any substance has been substituted, wholly or in part, for the edible cannabis product.

7.2 Disposal of Finished Medicinal Cannabis

The Applicant shall perform the disposal of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones in the Applicant’s cannabis waste disposal facilities

Exhibit 3 – Attachment J

located in Cannabis/Clones Intake and Quality Assurance Storage pursuant to the following operational procedures:

- A. The Applicant's inventory control agent, along with at least one other personnel authorized to handle finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones acting as witness, shall be present prior to the destruction of any finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones.
- B. Before the actual destruction of any finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones, the inventory control agent and other authorized personnel shall photographically depict the finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones as originally packaged.
- C. After photographically depicting the finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones as originally packaged, the Applicant shall transform the finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones into a cannabis waste by rendering the cannabis products non-retrievable.
- D. "Cannabis waste" means waste that is not hazardous waste that contains cannabis and that has been made non-retrievable. "Non-retrievable" means that the finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones have been rendered unavailable and unusable for all practical purposes.
- E. The rendering of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones into cannabis waste shall be recorded on the video surveillance system included in the Security Plan attached to the Applicant's Medicinal Cannabis Brick-and-Mortar Dispensary Application as Exhibit 3.d.

7.3 Recall of Finished Medicinal Cannabis

The Applicant and its licensed distributors shall recall any misbranded or adulterated finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones if the Applicant and its licensed distributors determine both of the following conditions exist:

- A. The manufacture, distribution, or sale of the finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones creates or poses an immediate and serious threat to human life or health.
- B. Other procedures available to the Applicant to remedy or prevent the occurrence of the situation would result in an unreasonable delay.

7.3.1 Finished Medicinal Cannabis Recall Procedures

The Applicant's inventory control agent shall initiate and coordinate all recall activities with the Applicant's licensed distributors and be the point of any contact with the State Department of Public Health and any other relevant regulatory or law enforcement authorities. In the event of a

Exhibit 3 – Attachment J

product recall, the Applicant's inventory control agent and the Applicant's licensed distributors shall:

- A. Provide contact details for key personnel to the State Department of Public Health and any other relevant regulatory or law enforcement authorities.
- B. Lay down precise methods for notifying and implementing a recall from all distributive channels and retailers where the affected product might be, as well as affected goods in transit, and of halting any further distribution of affected goods.
- C. Lay down the process for recalling product from consumers.
- D. Ensure that the notification of recall includes the following information:
 - 1. The name, pack size, and adequate description of the product.
 - 2. Identifying features of the products and lots concerned.
 - 3. The nature of the defect.
 - 4. Actions required, with an indication of the degree of urgency involved.
 - 5. The name of contact and telephone number of contact who can supply further information.
- E. Ensure the proper treatment of withdrawn or recalled material or product, which should be quarantined, until a decision is made as to appropriate treatment or disposal.
- F. Ensure that quantities of the recalled lot of product are reconciled with the total lot quantity in question.

Given that the Applicant does not produce (*i.e.*, cultivate or manufacture) or distribute finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones but, rather merely offers finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones produced by other persons to qualified patients and primary caregivers, the Applicant's primary roles in the event of a recall will be to (i) collect information from qualified patients and primary caregivers and pass that information to other persons in the supply chain and (ii) to offer the Facility as a drop-off point and waypoint for the transfer and/or disposal of the recalled finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones.

Exhibit 3 – Attachment J

Appendix A – TREEZ Software System “Will Serve” Letter

Exhibit 3 – Attachment J

Appendix B – TREEZ Software System Capabilities

Exhibit 3 – Attachment J



November 10, 2017

3220 Andrade, LLC dba Garden of Eden
3220 Andrade Road,
Sunol, CA 94586

RE: Letter of Intent for Inventory Control Services for 3220 Andrade, LLC, dba Garden of Eden.

Dear 3220 Andrade, LLC dba Garden of Eden:

TREEZ provides effective cutting-edge technology solutions for the emerging legal cannabis industry. Our services provide (1) state of the art theft protection; (2) assists business owners with running retail operations to better comply with all applicable local and State laws; (3) all without leaving sensitive business and consumer data vulnerable in the cloud.

Specifically, TREEZ is a seed to sale software system with enterprise resource planning, complete inventory tracking, point of sale, marketing, financial reporting and regulatory compliance features. As TREEZ is a server-based system with advanced security features, patient customers can rest assured that no one not even the TREEZ team can access their business or patient information without their permission. Our software automatically updates to reflect changing local, state and federal regulations.

This Will Serve Letter confirms TREEZ's intentions to enter into a formal agreement with 3220 Andrade, LLC dba Garden of Eden to provide software solutions guaranteed to satisfy the Alameda County's mandatory reporting, regulation, and compliance guidelines for a medical cannabis dispensary in the event that the client is successful in obtain an authorized license from the City.

We appreciate your consideration of TREEZ and look forward to assisting you in your efforts to secure a license. TREEZ is eager to enter into a software solution agreement upon issuance of all necessary permitting.

Yours truly,

A handwritten signature in blue ink, appearing to read "Shareef El-Sissi".

Shareef El-Sissi, Chief Product Officer

TREEZ

Cannabis Compliance Solution

Patient Intake - Automatic Data Capture

TREEZ

ADD

DIRECTORY

PATIENT QUEUE (2)

	CLOFINDA	HEIMANN	57484	2726 BAYVIEW DR TREEZ INC	FREMONT	CA	94538	<input type="button" value="View"/>
	K'LEY	CALDARERA	57305	2726 BAYVIEW DR TREEZ INC	FREMONT	CA	94528	<input type="button" value="View"/>
	LOUIS	REED	8	22413 MAIN ST	HAYWARD	CA	94541	<input type="button" value="View"/>
	COR	G-BES	57485	2726 BAYVIEW DR TREEZ INC	FREMONT	CA	94528	<input type="button" value="View"/>
	FREDERD	TAKL	57500	2726 BAYVIEW DR TREEZ INC	FREMONT	CA	94522	<input type="button" value="View"/>

SAMMY ROSMIREZ
 ID: 1
 Issued: 08/14/2018
 Expires: 08/14/2019

HOWARD KELLY
 ID: 1
 Issued: 08/14/2018
 Expires: 08/14/2019

Automatic ID Capture

ID Barcode Data Input

KILEY CALDARERA
 ID: 57505
 03/09/2018
 05/08/2017 2:35 PM

MEMBER

NOTES

KILEY
 CALDARERA
 05/16/1983
 20500012



CONTACT INFO

DOCUMENT UPLOADS

ADDRESS OF RECORD

Full License



<https://treez.io>



Cannabis Compliance Solution

Sell Limits Compliance Enforcement

TREEZ

PATIENT QUEUE (2)

SAMMY RODRIGUEZ EDIT

Unable to check-in Reason: Not Enough Time Elapsed

SAMMY RODRIGUEZ
 Membership ID: 1
 Expiration: 08/24/2017
 Last Visit: 05/05/2017 10:40 AM View Profile

Usage Compliance Check
 Submit Usage Usage Log

Usage Compliance Check
 Submit Usage Usage Log

CITY WIDE USAGE HISTORY Get Help

RECORD PATIENT'S USAGE	Driver's License #	Purchase Location	Initial(g)	Purchased(g)	Total(g)	Purchased At
	42801121	Greenwood Cannabis	0.7	8.2	8.9	02/17/17
	84211297	Greenwood Cannabis	0.67	1.07	1.74	04/27/17 11:23 AM
	45211118	Greenwood Cannabis	0.73	7.76	8.49	02/17/17
	29121111	Greenwood Cannabis	7.71	0.6	8.31	02/17/17
	42811207	Greenwood Cannabis	0.6	4.3	4.9	02/17/17
	12811111	Greenwood Cannabis	8.11	0.6	8.71	02/17/17
	74211111	Greenwood Cannabis	0.12	0.68	0.8	02/17/17

Compliance Data Capture Workflow

TREEZ **ADD** **DIRECTORY** Refresh

FILIBERTO TAWIL Discard Changes Save & Back

Membership ID: **57500**
 Expiration: **04/28/2017**
 Last Visit: **04/27/2017 11:23 AM**

MEMBER FILIBERTO

NOTES
 Often gets in fights in parking lot. Ban next time.

	BROKER	BROKER, BRADY	(510) 655-1929	BRADY@BROKER.COM
	BROKER 321	BROKER, ALLEN	(510) 655-8810	321@BROKER.COM
	CALISIFT CO	RAMSEY, ALBERTO	(510) 655-2341	AL@CALISIFT.CO
	CAMERON	HARY, CAMERON	(510) 655-2912	CAMERON@PAPA.CO
	CHAMELEON	CHAM, ELEONOR	(510) 655-1223	CO@CE.CO
	CHIPS	BURTON, CHRIS	(510) 655-5052	CHRIS@BURTON.COM

Inventory Management - Purchase Order

Total Complete 30.00

Total Order 59.00

Staff

5/5/2017 10:54 AM EDT

 5/5/2017 10:54

Create PO

vendor
CALISIFT CO

Location
ON-SITE

Summary
5 MAY 2017

[Time](#)

Items	Total Cost

External Id	Lot Number
	324514
Harvest Date	Expires on/In
15 MAY, 2017	25 MAY, 2017




This product can expose you to a chemical (known to the State of California to cause cancer or developmental/reproductive toxicity).



Cannabis Compliance Solution

Vendor Management

Edit vendors

	Company v	Name	Phone #	Email	
	BOB	BURTON BOB	(516) 665-2811	BURTON@BOB.COM	

3220 Andrade, LLC

dba



GARDEN of EDEN

3220 Andrade, LLC

ENVIRONMENTAL CONSIDERATION

3220 Andrade, LLC dba Garden of Eden (“GOE” or the “Applicant”) has taken into consideration all environmental concerns that may affect a build out of a medical cannabis dispensary, its unique security needs and the demolition of the existing driving range located in the rural area of Sunol in unincorporated Alameda County. This property, while zoned agricultural, has not been used for agricultural purposes in over 20 years. Therefore, the proposed medical cannabis storefront dispensary use consistent with the type of use on the property within current years and is not in conflict with the adjacent uses -- which includes two Sand and Gravel Aggregates.

While not specifically addressed below, the Applicant will contract with Pinecrest Environmental Consulting who will conduct an evaluation of the property as part of the CUP application, providing all necessary documents for any permits that may be necessary, and to address any need for a California Department of Fish and Wildlife and the Water Discharge Permit from the Water Board. This Environmental Report will provide all environmental mitigations that will be needed on this property during the construction phase, as well.

The Applicant is adhering to “green building” standards by using recycled metal shipping containers to decrease natural resource depletion in conjunction with a local commitment to acquire necessary building materials as herein.

1. Environmental Construction Concerns

The Applicant is committed to implementing “green” construction practices for the construction of the medical dispensary. The proposed construction includes the demolition of an existing facility, the construction of a new building and utilizes recycle steel shipping containers for both the dispensary itself and in Phase II the expanded classrooms and training area.

All demolition will follow the Alameda County Ordinance (As demonstrated by the attached matrix prepared by Stop Waste.

The following will be implemented in the construction plans.

a. Site Store Water Soil Loss

Storm water soil loss prevention plan the newly constructed projects and additions which disturb less than one acre of land shall prevent the pollution of storm water runoff from the construction activities through one or more of the following measures:

- Comply with a lawfully enacted storm water management and/or erosion control ordinance established by Alameda County.
- Best management practices (BMP) to prevent the loss of soil through wind or water erosion by implementing an effective combination of erosion and sediment control and good housekeeping BMP.

Soil loss BMP that should be considered for implementation as appropriate for each project include, but are not limited to, the following:

- Scheduling construction activity.
- Preservation of natural features, vegetation and soil.
- Drainage swales or lined ditches to control storm water flow.
- Mulching or hydroseeding to stabilize disturbed soils.
- Erosion control to protect slopes.
- Protection of storm drain inlets (gravel bags or catch basin inserts).
- Perimeter sediment control (perimeter silt fence, fiber rolls).
- Sediment trap or sediment basin to retain sediment on site.
- Stabilized construction exits.
- Wind erosion control.
- Other soil loss BMP acceptable to the enforcing agency.

Good housekeeping BMP to manage construction equipment, materials and wastes that should be considered for implementation as appropriate for each project include, but are not limited to, the following:

- Material handling and waste management.
- Building materials stockpile management.
- Management of washout areas (concrete, paints, stucco, etc.).
- Control of vehicle/equipment fueling to contractor's staging area.
- Vehicle and equipment cleaning performed off site.
- Spill prevention and control.
- Other housekeeping BMP acceptable to the enforcing agency

2. Site Design Measures

a. Parking

There will be designated parking spaces for clean air vehicles and carpool/vanpool vehicles, and parking facilities for motorcycles and bicycles, as part of the parking requirements. The designated parking will be for any combination of low-emitting, fuel-efficient and carpool/van pool vehicles. These parking spaces will be marked according to California and local standards.

b. Grading and Paving

Construction plans shall indicate how site grading or a drainage system will manage all surface water flows to keep water from entering buildings. Examples of methods to manage surface water includes, but are not limited to, the following:

- Swales
- Water collection and disposal systems.
- French drains
- Water retention gardens

Other water measures, which keep surface water away from buildings and aid in groundwater recharge.

3. Lighting

Light pollution reduction. Outdoor lighting systems shall be designed and installed to comply with the following:

- The minimum requirements in the California Energy Code for Lighting Zones 1-4 as defined in Chapter 10 of the California Administrative Code; and
- Backlight, Uplight and Glare (BUG) ratings as defined in IES TM-15-11; and
- Allowable BUG ratings not exceeding those listed in local ordinance lawfully enacted.

The only exceptions will be the following:

1. Luminaires that qualify as exceptions in Section 140.7 of the California Energy Code.
2. Emergency lighting.
3. Building facade meeting the requirements in Table 140.7-B of the California Energy Code, Part 6.
4. Custom lighting features as allowed by the local enforcing agency.

4. Interior Designs

Water conserving plumbing fixtures and fittings. Plumbing fixtures (water closets and urinals) and fittings (faucets and showerheads) shall comply with the following:

a. Water Closet

The effective flush volume of all water closets shall not exceed 1.28 gallons per flush. Tank-type water closets shall be certified to the performance criteria of the U.S. EPA Water Sense Specification for Tank-Type Toilets. The effective flush volume of dual flush toilets is defined as the composite, average flush volume of two reduced flushes and one full flush.

b. Urinals

Wall-mounted Urinals. The effective flush volume of wall-mounted urinals shall not exceed 0.5 gallons per flush. Floor-mounted Urinals. The effective flush volume of floor-mounted urinals shall not exceed 0.5 gallons per flush.

c. Faucets and Fountains

Lavatory faucets shall have a maximum flow rate of not more than 0.5 gallons per minute at 60 psi. Kitchen faucets shall have a maximum flow rate of not more than 1.8 gallons per minute at 60 psi. Kitchen faucets may temporarily increase the flow above the maximum rate, but not to exceed 2.2 gallons per minute at 60 psi, and must default to a maximum flow rate of 1.8 gallons

per minute at 60 psi. Wash fountains shall have a maximum flow rate of not more than 1.8 gallons per minute/20 [rim space (inches) at 60 psi].

Plumbing fixtures and fittings shall be installed in accordance with the California Plumbing Code, and shall meet the applicable standards referenced in Table 1701.1 of the 2016 California Plumbing Code and in Chapter 6 of this code. The intent of this code requirement is to provide specifications for plumbing fixtures and fittings by referencing the 2016 California Plumbing Code. AB 715 (Stats. 2007, c. 499) modified the Health and Safety Code to specify standards for high-efficiency toilets and urinals. AB 1953 (Stats. 2006, c. 853) changed the code to redefine “lead-free plumbing” to reduce the amount of lead allowed in potable water fittings and fixtures effective January 1, 2010. (AB 1953 is referenced in Section 604.10 of the California Plumbing Code.) Subsequent legislation in SB 1334 (Stats. 2008, c. 580) and SB 1395 (Stats. 2008, c. 581) required that products be certified as to lead levels by an ANSI-accredited third party.

5. Power Sources

Applicant is intending, if permitted, to install alternative power sources at the property, including the placement of a backup generator for the security system placed strategically on the property with a CMU wall to decrease sound impact (see Mitigation statement). While solar is, an alternative light source is ideal, for this type of operation the least impactful is the use of the existing power on the property.

Applicant will utilize best practice management for the use of electrical services. This will include energy efficient light practices, natural lighting when possible, energy efficient buildings to decrease drastic temperature changes, and sufficient deployment of equipment to ensure that there is no over burdening of the power supply. Natural Gas as an alternative heat source is a possibility, which will be determined at the construction phase of the project.

6. Litter Removal

The proposed site design will include an enclosed trash enclosure, as per Alameda County Code for non-hazardous waste removal. Hazardous waste removal will include the use of an approved cannabis disposal company. Expired products will be handled as per the Inventory and Control, which is part of the Operational Plan included with this application.

Trash removal and property policing procedures as they pertain to trash are included in the Employee Handbook and will require at a minimum that all trash be removed from the property (specifically parking lots and public access locations) twice a day.

STOP WASTE

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CONSTRUCTION AND DEMOLITION (C&D) RECYCLING REQUIREMENTS IN ALAMEDA COUNTY

www.stopwaste.org/C&D

City	Diversion Requirement	Threshold	Who can haul	Documentation/Forms	Contact
County of Alameda (unincorporated areas)	75% of inert solids 50% of remaining waste generated	All demo projects, Residential projects >1,000 sq. ft., Commercial projects >3,000 sq ft.	http://www.acgov.org/pwa/documents/CD_Allen_06_16_2009.pdf	http://www.acgov.org/pwa/about/construction/building/debris.htm	Allen Lang Building Official allenl@acpwa.org 510-670-5557
County of Alameda GSA (County Owned Projects)	Traditional Public Works Projects are required to divert 75% of asphalt, concrete, and similar materials and 50% for remaining C&D materials generated County Projects must divert 50% of all C&D materials generated	Construction – County projects and traditional public works projects valued at \$100,000 or more. Demolition projects valued at \$25,000 or more	Follow local regulations for the City or District within which the project is located.	http://acgsa.wastetrackin.com/	Rona Rothenberg Design and Construction Manager (510)208-9824 rona.rothenberg@acgov.org
City of Alameda	50% of waste generated	Projects valued at \$100,000 or more	Local franchise waste hauler - Alameda County Industries (ACI) or Permittee as approved by Public Works Department. Self haul if materials are loaded onto fixed body vehicle and delivered directly to facilities.	http://greenhalosystems.com/	Kerry Parker 510/747-7930 kparker@alamedataca.gov
City of Albany	50% required on all projects. For projects above threshold, 100% of asphalt, concrete and similar material, at least 50% by weight, of all other C&D Debris generated	Projects valued at \$75,000 or more. \$25,000 for just demolition projects.	Local franchise waste hauler (Waste Management). Self haul for commodities, donated materials or materials hauled by owner or occupant, or its contractor	C&D Ordinance www.albanyca.org/Modules/ShowDocument.aspx?documentid=3337	Jeff Bond Community Development 510/528-5760

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CONSTRUCTION AND DEMOLITION (C&D) RECYCLING REQUIREMENTS IN ALAMEDA COUNTY

www.stopwaste.org/C&D

City	Diversion Requirement	Threshold	Who can haul	Documentation/Forms	Contact
City of Berkeley	100% of concrete and asphalt, 100% of land clearing waste, and 50% of remaining waste generated (Applicants shall make salvageable materials available for reuse prior to demolition)	All new construction Renovation projects valued at \$100,000 or greater. All demolition projects over \$3000 valuation.	Source separated recyclables can be hauled by anyone. Mixed debris can be self hauled, hauled by contractor's vehicles, or by a local franchised hauler. Franchised haulers include City of Berkeley, Bay View Refuse, Biagini Refuse Services, Recology, Richmond Sanitary and Waste Management. The City Transfer Station salvages reusable items, sorts mixed debris, accepts clean compostable wood and plant debris at a lower fee, and has drop-off options for source separated material	http://www.ci.berkeley.ca.us/ContentDisplay.aspx?id=65174	City of Berkeley Building and Safety Department (510) 981 7440 buildingandsafety@cityofberkeley.info www.cityofberkeley.info City transfer station information: (510) 981-7270
City of Dublin	65% of the waste for remodels or tenant improvements, and 75% of the waste for new construction generated on a job site, excluding asphalt and concrete debris, of which 100% must be recycled.	Projects valued at \$100,000 or more. Projects valued at \$1,000,000 or more require a performance security deposit.	The City of Dublin has entered into an exclusive solid waste franchise agreement with Amador Valley Industries (AVI) for the removal of all solid waste in the City	Forms and program overview available at: www.dublinca.gov/index.aspx?NID=147	Jeff Threlkeld jeff.threlkeld@dublin.ca.gov

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CONSTRUCTION AND DEMOLITION (C&D) RECYCLING REQUIREMENTS IN ALAMEDA COUNTY

www.stopwaste.org/C&D

City	Diversion Requirement	Threshold	Who can haul	Documentation/Forms	Contact
City of Emeryville	100% of all Portland cement concrete and asphalt concrete 50% of remaining C&D debris	<ul style="list-style-type: none"> All new construction & demolition All commercial remodeling projects greater than \$50,000 -or- 1,000 sq. ft. Residential remodeling projects that exceed \$50,000 in cost, 1,000 sq. ft., or that increase living area, volume and size 	Licensed franchised collector, Waste Management of Alameda County, is required for mixed debris recycling bins brought onto site. Self-haul can go to any facility with 50% or greater diversion rates for mixed recycling. Bins for single materials are permitted for cardboard, metal and wood, per franchise agreement. There is an exemption for contractor-owned bins.	Forms and program overview available at: http://www.ci.emeryville.ca.us/index.aspx?mid=737	<p>Marcy Greenhut Environmental Programs Technician mgreenhut@emeryville.org 510-596-3795</p>
City of Fremont	100% of concrete and asphalt 50% of remaining waste generated 100% of plant debris must be composted	<p>Projects are subject to the most recent CALGreen requirements:</p> <ul style="list-style-type: none"> all new construction, all residential additions, all commercial alterations with a value of \$200K + all commercial additions over 1000 sf 	<p>1. Republic Services must haul all debris boxes. Exceptions for source separated boxes of only asphalt, concrete or dirt.</p> <p>2. Contractor can self-haul to approved facilities using their own equipment and employees.</p>	<p>Waste Handling Plan prior to permitting. Save tags/receipts, turn them in with final Waste Disposal and Diversion Report within 30 days of completion of project. Also need Construction Debris Hauler Acknowledgement form. Forms available at: www.fremont.gov/Construction</p>	<p>Lori Marra 510-494-4581 LMarra@fremont.gov</p>

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WASTE
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CONSTRUCTION AND DEMOLITION (C&D) RECYCLING REQUIREMENTS IN ALAMEDA COUNTY

www.stopwaste.org/C&D

City	Diversion Requirement	Threshold	Who can haul	Documentation/Forms	Contact
City of Hayward	100% of asphalt, concrete and similar material (dirt, inerts) 50% of remaining waste generated (not inerts)	Projects valued at \$75,000 or more and all City sponsored projects.	Only Waste Management of Alameda County (WMAC) is authorized to provide roll-off (drop-box) service in Hayward. Debris that is not hauled by WMAC must be loaded onto a fixed body vehicle and hauled directly to a city authorized facility. Weight tags are required to be turned in at the end of the project.	http://www.hayward-ca.gov/CITY-GOVERNMENTS/DEPARTMENTS/PUBLIC-WORKS-UES/documents/2014/C-D Recycling Form 2014-12-12.pdf (link to be updated in March 2016)	Jennifer Yee 510-583-4709 jennifer.yee@hayward-ca.gov
City of Livermore	Follow CALGreen requirements	Same as CALGreen code	Contact the permit center.	Contact the permit center.	Permit Center 925-960-4410
City of Newark	100% Asphalt and Concrete 50% of remaining waste generated	All city or privately owned projects valued at \$100,000 or greater. Structure demolition projects greater than \$20,000	Contact Public Works department.	Forms and program overview available at: http://www.ci.newark.ca.us/departments/public-works/building-inspection-division/	Clay Colvin clay.colvin@newark.org Building Inspection 510/578-4242

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STOP WASTE

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CONSTRUCTION AND DEMOLITION (C&D) RECYCLING REQUIREMENTS IN ALAMEDA COUNTY

www.stopwaste.org/C&D

City	Diversion Requirement	Threshold	Who can haul	Documentation/Forms	Contact
City of Oakland	100% Asphalt and Concrete 65% of remaining waste generated	NEW construction: all demolition, mixed use, & historic resource removal. ADD/ALT-SFD, Duplex Conversion, Increased Volume or Conditioned Space ADD/ALT-Non-Residential >1,000 S.F. or >\$50,000 Projects w/ Design Review & Landscape Plan, >500 sq. ft. of total floor area	Non-Exclusive Franchised (NEF) Haulers may collect, transport and dispose of MIXED C&D materials. Source separated, single commodities may be collected, transported and disposed through private arrangements between generator and collector or licensed contractor as part of service or self-haul. As of 1-1-14, Affected Projects expanded by CALGreen and municipal Green Building Ordinance. As of 7-1-16, Collection, Transportation and Disposal shifted to a Non-Exclusive Franchise program.	Program overview available at: http://www2.oaklandnet.com/Government/0/PWA/o/FE/s/GAR/OAK024368 Municipal Code Ref https://www.municode.com/library/ca/oakland/search 15.34 and 18.02.100	Patrick Hayes (510) 238.SAVE (7283) main (510) 238.6920 direct line phayes@oaklandnet.com
City of Piedmont	50% of waste generated	All construction, demolition or renovation valued at \$50,000 or more	C&D must be hauled by our franchised hauler- Richmond Sanitary Service	Information and forms can be found on the City's website: http://www.ci.piedmont.ca.us/publicworks/c-d-recycling.shtml	Jennifer Gavin Assistant Planner City of Piedmont 510-420-3054 jgavin@ci.piedmont.ca.us
City of Pleasanton	90% of Portland Cement concrete and asphalt concrete 75% of the remaining C&D debris	CALGreen projects (all new construction & residential additions of any size) and any construction or renovation valued at >\$125,000. Demolition project >\$25,000	Franchise collector, or self-haul of own debris.	http://www.cityofpleasantonca.gov/depts/cd/permit/info.asp	Dennis Corbett Chief Building Official (925) 931-5303 dcorbett@cityofpleasantonca.gov

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CONSTRUCTION AND DEMOLITION (C&D) RECYCLING REQUIREMENTS IN ALAMEDA COUNTY

www.stopwaste.org/C&D

City	Diversion Requirement	Threshold	Who can haul	Documentation/Forms	Contact
City of San Leandro	100% of asphalt, concrete and similar material 50% of remaining waste generated (not including inerts)	All construction projects valued at \$100,000 or more.	The contractor/ subcontractors can self-haul; or Local franchised waste hauler Alameda County Industries 510-357-7282 or Waste Management of Alameda County 510-613-8710; or A cleanup contractor (D63 classification) if doing cleanup work at the site.	http://www.sanleandro.org/depts/pw/es/construction.asp http://www.greenhalosystems.com	Recycling Program (510) 577-6026 recycle@sanleandro.org
City of Union City	100% of all Portland cement, concrete, asphalt concrete, non-contaminated soils, land-clearing debris and plant debris and at least 50% of the local construction and demolition debris generated by a project	All newly constructed commercial buildings. All non-residential renovation projects where the total costs are, or projected to be, greater than or equal to \$50,000. All demolition projects where the total costs are, or projected to be, greater than or equal to \$25,000	Allied Waste is the City's solid waste franchisee and provides collection and debris box services for construction sites. The City issues permits for others to collect and process construction and demolition debris. Permit holders shall only collect construction and demolition debris that has been separated from other solid waste and placed at a designated location for collection.	http://www.unioncity.org/home/showdocument?id=132	Roberto Muñoz Solid Waste & Recycling Manager (510) 675-5466 RobertoM@unioncity.org

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CONSTRUCTION AND DEMOLITION (C&D) RECYCLING REQUIREMENTS IN ALAMEDA COUNTY

www.stopwaste.org/C&D

City	Diversion Requirement	Threshold	Who can haul	Documentation/Forms	Contact
Castro Valley Sanitary District	See County of Alameda (unincorporated areas)	See County of Alameda (unincorporated areas)	CVSan has an exclusive franchise agreement with Waste Management of Alameda County for waste collection services including construction and demolition debris services. Contact the District for further details.	http://www.cvsan.org/Ca ndID County requirements: http://www.agov.org/pwa/about/construction/building/debris.htm	Naomi R. Lue Solid Waste Supervisor (510) 537-0757 x101 naomi@cvsan.org
Oro Loma Sanitary District	100% of asphalt, concrete and similar materials. 50% of remaining waste materials generated	All covered projects valued at \$100,000 or more.	Self haul or use debris boxes from District's franchised waste hauler.	http://oroloma.org/wp-content/uploads/2015/10/ordinance-34-40-garbage-and-recycling.pdf	Andreea Simion Oro Loma Sanitary District asimion@oroloma.org 510/481-6973

Visit our website for more resources: www.stopwaste.org/C&D

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Cannabis Compliance Solution

Point of Sale – Cash Tracking

End Of Shift

Terminal: cashregister-01 Date Closed: 2017-05-05 14:49:52 Cash Count: 111 CC Or Debt Count: 324

End Of Shift

Terminal	cashreg-01-01	Date Open	2017-04-10 21:15:43		
Employee With Most Sales	BP-E	Date Closed	2017-05-05 14:49:52		
	Expected	Amount previously entered	Actual	Difference	
Cash Count	26.91	0.00	232.00	143.17	
CC Or Debt	162.16	0.00	324.00	151.84	
Shift Total	261.07		556.00	214.51	

Print

Point of Sale – Cash Tracking Reporting

End Of Shift Report

Date: 2017-05-05



Summary - 2017-05-05

Expected Cash	Actual Cash	Cash Difference	Expected CC Or Debit	Actual CC Or Debit	CC Or Debit Difference	Points	Expected Total	Actual Total	Total Difference
229.17	232.00	14.83	171	324	153	6.00	251.02	556.00	424.91

Type Breakdown

Type	Sales (\$)	Sales (%)	Weight Entered (lb)	Weight Sold (lb)
FLOWER	212.93	64.60	0.20	0.05
PREROLL	98.16	15.20	0.00	0.00
CARTIDGE	0.00	0.00	0.00	0.00
MISC	0.00	0.00	3.00	0.00



Cannabis Compliance Solution

Point of Sale - Detailed Ticket Reporting

POS Ticket Report

Date: 2017-04-27 Time: 00:00 To: 23:59

Users: ANA X ANA X ANDREW X BILLY X BOBBY X CHRISTOPHER X DANIELLE X
ELIZABETH X GABRIEL X JAMINA X JAZLEEN X JAZMIN X JENNIFER X JESSICA X

Buttons: Print, Export, Refresh

POS Ticket Report Summary On "2017-04-27" Between "00:00" and "23:59"

Total Amount (\$)	Cash (\$)	Cashless ATM (\$)
5,644.53	792.98	2,844.85

Search By Ticket ID:

POS Ticket Report Details On "2017-04-27" Between "00:00" and "23:59"

POS Ticketline Report On Ticket "25H51J"

ID	Register	Date	Time	Total Amount (\$)	Cash (\$)	Cashless ATM (\$)	User	Details	Units	Price (\$)	Type	Product	Comment
JAN507	dispensary-02	2017-04-27	11:02:13	465.99	400.00	65.99	RAV	Details	20.00	4.00	FLOWER	CHECDAYV 2.5g	
NA 01E	dispensary-02	2017-04-27	11:23:04	447.98	449.98	0.00	RAV	Details	10.00	82.19	FLOWER	CHECDAYV 7g	
APLRF	dispensary-02	2017-04-27	12:14:45	499.94	0.00	499.94	RAV	Details					
F10PFP	dispensary-02	2017-04-27	11:23:04	455.53	492.96	0.00	RAV	Details					
ZAN 3a	dispensary-02	2017-04-27	11:27:19	449.95	449.95	0.00	RAV	Details					
X62025	dispensary-02	2017-04-27	11:27:19	494.97	0.00	494.97	RAV	Details					

Point of Sale - Sales Tax, MBT Tax, Transaction Reporting

Transaction Report

Date: 2017-05-05 to 2017-05-05

Buttons: Print, Export

Transaction Report Summary From "2017-05-05" to "2017-05-05"

Transactions	Sales (\$)	Sales Tax (\$)	MBT (\$)	Usage Tax (\$)
	251.09	19.47	11.05	0.00

Transaction Report Detail From "2017-05-05" to "2017-05-05"

Transaction Type	Sales (\$)	Sales Tax (\$)	MBT (\$)
CASH	22.91	6.89	7.46
CC ORDER	162.18	12.58	13.60
POINTS	0.00	0.00	0.00

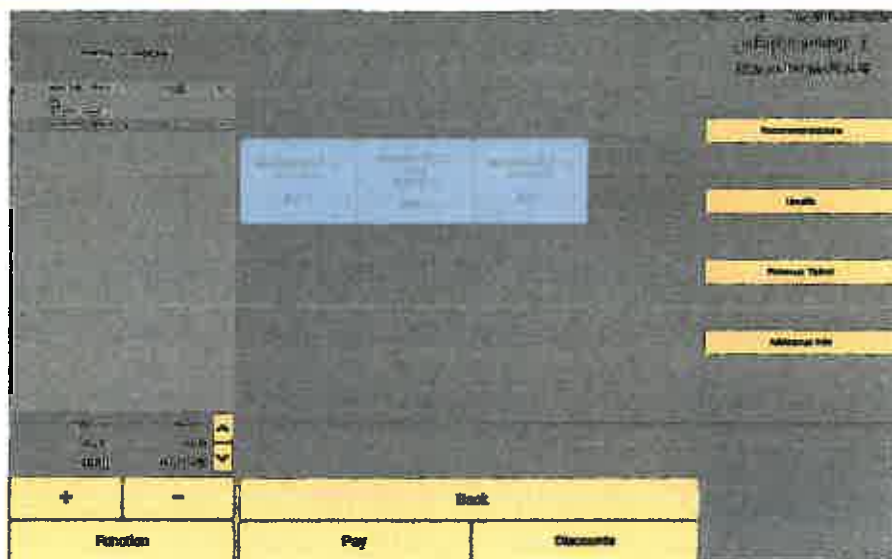
TREEZ

Cannabis Compliance Solution

Point of Sale - Patient Tracking



Point of Sale - Patient Receipt Tracking



<https://treez.io>

Inventory Management - Loss Reporting

Loss Report

Date: to

Strains:

CBD CHOCOLATE BAR X	KIND CAPS CBD X	ABIX BATTERY/CHARGER X
10K JACK X	101 CBD SPRAY X	1.1 CBD SPRAY X
1.1 SPRAY X	2-WAY HUMIDITY REGULATOR X	JAX X
3 KINGS TANKIE X	420 GOODIE BAG X	41 CBD SPRAY X
51/50 BAR X	6" BUBBLER X	6" ROUND BASE ART WATERPIPE X
6" ROUND BASE WATERPIPE X	7 BUBBLER X	707 HEADBAND X
707 HEADBAND ORANGE X	780 BAR X	8" CLEAR BEAKER WATER PIPE X
8" WATER PIPE GLASS OR GLASS X		

Loss Report Summary From 2017-04-05 to 2017-05-05

Quantity Lost	Total Cost (\$)
21-7 CB	12073.44

Loss Report Detail From 2017-04-05 to 2017-05-05

Type	Shipment ID	Brand v	Strain/Item	Tier/Price	Attributes	Denomination	Quantity Lost	Total Cost (\$)
CARTRIDGE	WARTS4E-M81AS-1		CARTRIDGE PRODUCT	12	FLOWER - KIDAFG - KJFK/SHJN - KJKFGJFCJ - LION - TIGER	0.27315	1	379.50
EXTRACT	POVA-ATEA-VZFI		ROYAL RASPBERRY MELT	8		0.5 Unit	1	454.90
EXTRACT	BLUEZEN-SYM2-1		BLUE DAY DREAMS JAX	10.5		0.5 Unit	1	26.04

Inventory Management - Detailed Shipment Batch Tracking

cookies 🔍 📄 📥

TYPE	SHIPMENT		BATCH					
Extract	Normal Cookies Flower Pack 352							
0 Not Ready	0 Ready	0 Live	2 SOLD	6 SOLD				
PO #	Date	Price	Qty	Unit	Total Price	Location	Status	Actions
10000	2017-04-28	\$200.00	10	10	\$200.00	On site	Ready	
20000	2017-04-28	\$200.00	0	10	\$0.00	On site	Returned	
30000	2017-04-28	\$200.00	10	10	\$200.00	On site	Ready	
40000	2017-04-28	\$200.00	10	10	\$200.00	On site	Returned	
50000	2017-04-28	\$200.00	10	10	\$200.00	On site	Returned	

Purchase Order - Compliance Reporting

Purchase Order Report

Date: to

Purchase Order Report

PO #	Date	Vendor	Types	Products/Strains	Total(\$)	View
800	2017-04-28	CAF	FLOWER	FRESH QUEEN	\$4,800.00	View
608	2017-04-28	PHL	BUBBLE-FLOWER	GRADUATED PUPPLE-CATWAL RA 9%	\$7,100.00	View
100	2017-04-28	CHNS	FLOWER	TURBO HIGH	\$1,100.00	View
300	2017-04-28	CHNS	FLOWER	42P	\$100.00	View
105	2017-04-28	HOLLY TREE FARMS	BUBBLE	COLD TONIC	\$50.00	View
302	2017-04-28	CLASSIFIED CONFECTIONS	FLOWER	BERRY WHITE	\$1,200.00	View
501	2017-04-28	JAYCEE	BUBBLE-FLOWER	GRAPE-PE-CATWAL FA 8%	\$7,200.00	View
400	2017-04-28	GREEN GRASS FARMS	FLOWER	GRASS ARE	\$5,400.00	View
701	2017-04-28	FIND THE BEST	FLOWER	CHERRY	\$7,600.00	View



Cannabis Compliance Solution

Inventory Management - Live Inventory Counts by Location

Live Inventory Count

Live Inventory Count Summary

	Total (Grams or Units)	Pounds (lb)
CARTRIDGE	160.51	
EDIBLE	584.00	
EXTRACT	28.00	0.07
FLOWER	8,825.15	2.72
Total	4,638.26	8.79

Search:

Live Inventory Count Details

Type	Brand	Subtype	Strain/Item	Tier/Price	Attributes	Lot Number	SKUs	Denomination	Quantity	Actual Quantity	Reason
FLOWER			CHEM/DAWG	50	OP/2ANC SOL		M/H10	1.75 Gram	37.00		
							H/A	1 Gram	90.00		
EDIBLE			COCONUTS	10			opKZ HE	1 Unit	9.00		
FLOWER	AEDATA PERLCOONS		BERRY WHITE	25	SUGAR VAN		D/ee	7 Gram	26.00		
							9-1q	3.5 Gram	55.00		

Purchase Order - Stock Inventory Counts by Location

Stock Inventory Report

BLUE DREAM * 24K * 24K GOLD * 3 KINGS * 8X CRAZY *
 5 STAR OG * 707 OG KUSH * BUBBU *
 9 LB HAMMER - 501 OG * 9 POUND HAMMER * 91 OG KUSH *
 Status: 9 LB HAMMER - JAHBOC * 9 LB HAMMER - SOUR *
 9 LB HAMMER - SOUR DIESEL * ABSOLUTE XTRACTS VANILLA *
 ABRUSIVE OG * ACAI * ADDC * ACE OF SPADES *
 Locations: ON-SITE * REMOTE *

Stock Inventory Report On 2017-05-05

Type	Vendor	Date	Brand	Strain/Item	Tier/Price	Attributes	Units	Denomination	Batch Size	Cost/Unit(\$)	Total Cost (\$)	Change Location
PERCOLL	BROYER	2017-05-02		BLUE DREAM ENHANCED	30	OP/2ANC BERRY SHATTER	100	1.00	1.00		100.00	<input type="button" value="Change Location"/>
FLOWER	HONEYCOMB	2016-12-23		CADILLAC PURPLE	45	123456	0	N/A	N/A	2,000.00	4,000.00	<input type="button" value="Change Location"/>

<https://treez.io>



Cannabis Compliance Solution

Purchase Order - Cost, Lot, Batch & Bag Tracking, Barcode Tracking

11/15/2020

Type

Product

BAGS

Number of Bags

3

Print Location

Onsite



BIRTHDAY CAKE

Bag 1

Weight (g)

343

Print Barcode Size

2.0 inches x 1.0 inches

BIRTHDAY CAKE



Flower

Print Barcode

TREEZ

GREEN HOUSE SEEDS

BIRTHDAY CAKE



\$45



FLOWER

215

Edit

DEFINE PRODUCT

Step 1

Name (POS Only)

BIRTHDAY CAKE

Step 2

Cost Per Unit

GREEN HOUSE SEEDS

\$2

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COMMUNITY BENEFITS STRATEGY

3220 ANDRADE, LLC

dba



GARDEN of EDEN

Exhibit 3 – Attachment L – Community Benefits Plan

3220 ANDRADE, LLC dba Garden of Eden. (the “Applicant,” “Our” or “Eden”) Community Benefits Strategy is to establish a process by which the community, including its residents and businesses, can express themselves regarding our operations; to inform the community about medical cannabis education, issues and developments; and to ensure that our corporate actions genuinely reflect the community’s needs. Our Community Benefits Strategy will be self-funded by the profits generated from our dispensary operation. Two of our principals Mr. Soufyan AbouAhmed and Mr. Shareef El-Sissi are owners an existing compliant permitted medical cannabis dispensary in the County - The Garden of Eden. The United Seniors Association of Oakland and Alameda County (“USOAC”) and Meals on Wheels have both received generous donation from Garden of Eden. Most recently, Garden of Eden and its principals pledged an additional \$50,000 over the next five years to the Meals on Wheels. An endorsement letter from Gary Paul, President of Meals on Wheel of Alameda County is attached.

The Community Benefits Strategy is formalized as a material term in our Operating Procedures. This mandatory provision will require the Executive Management to appoint a Community Liaison to oversee the development and implementation of the Community Benefits Strategy. The Community Liaison will be responsible for the day-to-day management of the program and its activities, working with Management on putting together the program’s operational budget and establishing a system for tracking and reporting on its performance.

The Applicant will ensure regular involvement with the community by identifying and visiting civic, senior, and veteran organizations, health care support groups, and community meetings to disseminate information regarding its mission and vision for meaningful patient care. We will incentivize our employees to volunteer with preferred organizations setting a target of 500 community services hours a year.

We will complete our outreach efforts through follow-up correspondence to community stakeholders, informing them that management has received their concerns and informing them of what procedures and/or programs we plan to employ and/or develop in response to the concerns raised.

With our medical dispensary we intend on creating new jobs and prioritizing local and veteran hiring practices for these positions. Our goal is twofold as economic development will occur from new job creation and well as programs aimed at supporting other local businesses.

Community Liaison

We shall appoint a Community Relations Liaison (hereinafter, the “Liaison”) to educate, actively engage with the community and be the original point of contact for any concerns that may arise from the community. The Liaison’s contact information shall be made readily available both via the Dispensary’s website and on file with the County.

Exhibit 3 – Attachment L – Community Benefits Plan

We have designed our community engagement plan that follows to reflect the strategic direction of the County outlined in the 2008 Strategic Vision focusing on the Environment / Sustainability; Safe and Livable Community and Healthy and Thriving Populations priorities.

➤ Environment / Sustainability

We will work to integrate our business into the existing County ecosystem and prioritize sustainable practices. With regard to green development please reference to the Environmental Considerations section of our Application – Attachment _____.

✓ *Recycling*

The state of California requires mandatory commercial recycling in accordance with Assembly Bill 341 (Chapter 476, Statutes of 2011 and SB 1018). In general seventy-five percent (75%) of waste is recyclable. We will initially have a 95-gallon blue recycling cart and request larger or multiple bins from the County as the demand increases. A list of recyclable products will be hung near all waste bins to ensure best practices and compliance with our zero-waste policy.

A sign in the Employee break room above the recycling bin will be posted:



Employees are also instructed to use the following procedures to reduce waste and enhance sustainability of the dispensary:

- Communication through computer networks with e-Mail
- Two-sided photocopying
- Eliminating fax cover sheets
- Reusing paper clips, folders, and binders
- Reusing packaging material
- Reusing wooden pallets
- Turning off lights when not in use
- Utilizing Public Transportation and/or Carpooling when possible

Exhibit 3 – Attachment L – Community Benefits Plan

Our staff will take part in local “Clean Up” events in addition to removing trash twice daily from the surrounding premises. These policies are outlined in greater detail in our Environmental Considerations and Employee Handbook.

➤ Safe and Livable Community

In an effort to ensure a pleasant, safe and supportive community environment we will provide cultural and educational opportunities that will result in overall safe and affordable access to those patients we serve and the larger community. Through these programs we will create an environment that facilitates community empowerment and public safety with strong community participation.

Our Security Manager will establish an ongoing dialogue with County law enforcement to ensure that there are no instances of concern and to develop an anti-abuse campaign. Local police and fire personnel will be invited to the facilities for regular updates and tours to in order to ensure that our facility is not vulnerable to break in and community residents are secure. The facility will perform regular outreach to community watch groups to apprise them of activities taking place.

✓ Educational Advocacy

We will create a public awareness campaign for responsible medical cannabis use by sponsoring free on and off-site workshops and seminars to the general public on topics related to medical cannabis and the conditions for which it is typically recommended as well as legal and policy updates. By becoming embedded into the fabric of the community, we will emerge as a touchstone for reliable information.

Below is a sample of the types of educational materials we intend on disseminating:

- a. Factsheets utilizing photographic examples with associated descriptions, charts and graphs that discuss topics pertaining to qualifying conditions and other information relevant to the consumption of cannabis and cannabis infused products.
- b. Management will work with cannabis knowledgeable medical professionals to compose and update instructional guidance on test dosing distinguishing by the type and method of medication to be consumed by our patients. The instructional guide/educational materials will include directions on how to keep a medical cannabis journal allowing the patient to generate anecdotal evidence on what type and strain works best for their condition. This will be made available to our retailers to dispense directly to patient consumers in addition to be available on our website. (See, proposed Patient Education Materials ____).

Exhibit 3 – Attachment L – Community Benefits Plan

A section of our age verified website will be designated for educational purposes maintaining a weekly blog with the latest news regarding health, technology, updates to state and federal laws, links noteworthy scientific articles, and patient customer testimonials. The website will include a designated portal where visitors are encouraged to leave feedback and ask questions. The main purpose of the “listening corner” is to listen and find ways to be responsive. Eden will be able to post real time responses to queries and encourage an open dialogue between all participants.

✓ *Cannabis Ambassador Program*

The debate on medical cannabis used by students’ with qualifying conditions on college campuses is far from over. We believe education is critical for responsible usage by its younger clientele especially in an area where there are university age students. In working with a student ambassadors’ we can ensure the promotion of adequate information on the usage and benefits of medical cannabis. The student ambassador would be encouraged to participate and attend any events, workshops or stakeholder working groups at the various colleges and universities. Overall their involvement is essential in ensuring the safety of medical cannabis use by young professionals.

In addition, we intend to make continuous donations to the local chapter of Students for Sensible Drug Policy (SSDP). SSDP is a nationwide organization and one of the strongest voices in the debate about responsible medical cannabis consumption. SSDP is instrumental in training the next generation of cannabis activists. We would be honored to associate with the SSDP and advance its mission.

✓ *Combating Homelessness*

A “CannaCare Package” program will be implemented whereby a portion of its proceeds will be allocated towards supporting low to no-cost medication to low-income patients based on financial need and verification.

Given that many medical cannabis patients may also require assistance with finding safe and affordable housing options in conjunction with our “CannaCare Package” program we seek to work with the County through its Housing and Community Development Department to support its effects to provide relief to those less fortunate. Specifically, Garden of Eden will invest back into the community in which it operators by sponsoring sidewalk upgrades and maintenance projects, park benches and updated playground equipment. We will also sponsor and donate time to the APC Multi-Serve Center, which provides case management, employment training and placement. We will encourage our staff and customers to donate year round to monthly campaigns specifically targeting the holidays and back to school.

Exhibit 3 – Attachment L – Community Benefits Plan

➤ Thriving & Healthy Populations

✓ ***Mutually Beneficial Supplemental Partnerships- Economic Development***

Acting as a facilitator we will build strategic partnerships with ancillary local business owners and organizations. A key component of this outreach initiative will be educating partners on the palliative benefits of high quality tested medical cannabis.

Eden will work with local medical professionals to sponsor educational lunch-n-learn workshops for other healthcare practitioners in order to inform and answer questions regarding how cannabis, specifically infused products can be integrated into a comprehensive medical regime for their patients.

Our Community Benefits Plan promotes “non-traditional” health care options and seeks to coordinate with non-cannabis businesses to enhance a patient consumer’s overall mental and physical well being. The result will activate positive conversations within the community and increase revenue to our non-cannabis partner businesses.

✓ ***Local Hire & Continuing Education / Job Training***

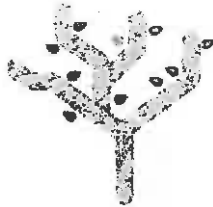
We have adopted a policy goal to strongly encourage local hire and financial support for educational opportunities to support a sustainable local workforce. A "local hire" is defined as an employee whose residence is within Alameda County. Our dispensary will provide educational job training and enhancement seeking to promote from within. If there are workshops or conferences staff wishes to attend to better their understanding of the industry or enhance their management skills they can submit a request to management for approval.

✓ ***Charitable Giving***

Mr. AbouAhmed has a long-standing track record of charitable giving within the community. We intend on continuing this compassionate and important tradition by targeting the following issues for engagement and charitable organizations:

1. Meal on Wheels, Alameda County
2. The American Cancer Society
3. Alameda County Food Bank
4. Sunol Glen Unified School District
5. HAART: Hayward Narcotic Replacement

Overall we are confident in the integrated nature of our Community Engagement Strategy will enrich the lives of the local residents while also providing good paying local jobs and education.



GARDEN OF EDEN

Garden of Eden Extends Support of Meals on Wheels of Alameda County with Major Contribution

Honored for continuous support of the community senior meal delivery program

OAKLAND, Calif. – June 7, 2016 – Garden of Eden, a Hayward medical cannabis dispensary, announced a continued commitment to support Meals on Wheels of Alameda County with a donation of \$50,000 over the next five years. Garden of Eden was honored by Meals on Wheels for its generous and continuous support at yesterday evening's "Taste of France" fundraiser at the Kaiser Center Rooftop Garden.

Garden of Eden has supported Meals on Wheels of Alameda County since 2012, donating a total of more than \$50,000. Alameda County Supervisor Nate Miley presented the honoree certificate to Garden of Eden CEO Soufyan Abou-Ahmed and CFO Shareef El-Sissi.

"This is the fifth consecutive year that Garden of Eden has been the largest sponsor of our annual fundraising event," said Gary Paul, vice president of the board of directors for Meals on Wheels of Alameda County. "We are thankful that this great organization, which works every day to relieve the pain of countless Alameda residents, is also dedicated to relieving the hunger and loneliness of our homebound senior neighbors."

"Speaking for all my colleagues at Garden of Eden, we are deeply honored to receive this recognition," said Abou-Ahmed. "As local business owners, supporting local charities has been an integral part of our business model since our founding 13 years ago. Meals on Wheels provides essential services for senior citizens in our county, and we are proud to be their partner."

About Garden of Eden

Garden of Eden (GOE) is a licensed medical cannabis dispensary in Hayward, California. Founded in 2003 by Soufyan Abou-Ahmed, it was one of the East Bay's first cannabis dispensaries. GOE's mission is to improve the lives of East Bay patients by providing exceptional service and quality treatment and by actively contributing to the stewardship of the community. As a sign of that commitment, its owners have pledged to donate 15 percent of net profits from their new dispensary, Berkeley Innovative Health, to local charities.

Garden of Eden has been at the forefront of medical cannabis innovation, investing in a state-of-the-art quality control testing laboratory, Excelsior Analytical, one of California's most reputable cannabis testing labs, to ensure that all products are of the highest and safest quality. With a reputation for excellent service and lab-tested medication, GOE is a model for safe, professional access to medical cannabis. It has served nearly 40,000 qualified patients from all over the East Bay. Committed to providing compassionate care and improved patient experience for people of all backgrounds, GOE offers a pioneering discount program for qualified patients with disabilities, veterans, senior citizens and SSI recipients.

About Alameda County Meals on Wheels

Founded in 1987, Meals on Wheels of Alameda County serves as an umbrella organization to the five independent Meals on Wheels delivery programs throughout the county, which prepare and deliver nearly 2,200 nutritious meals to homebound seniors every delivery day. As part of its mission to help frail seniors maintain their independence, Alameda Meals on Wheels also performs wellness checks.



Meals on Wheels of Alameda County
June 2016 501
Meals on Wheels of Alameda County \$ 50,000.00
Fifty thousand dollars
Meals on Wheels
Garden of Eden and
Resilient Innovations Project
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Exhibit 3 – Attachment M

3220 Andrade, LLC

dba



GARDEN of EDEN

Exhibit 3 – Attachment M

Agricultural Commitment

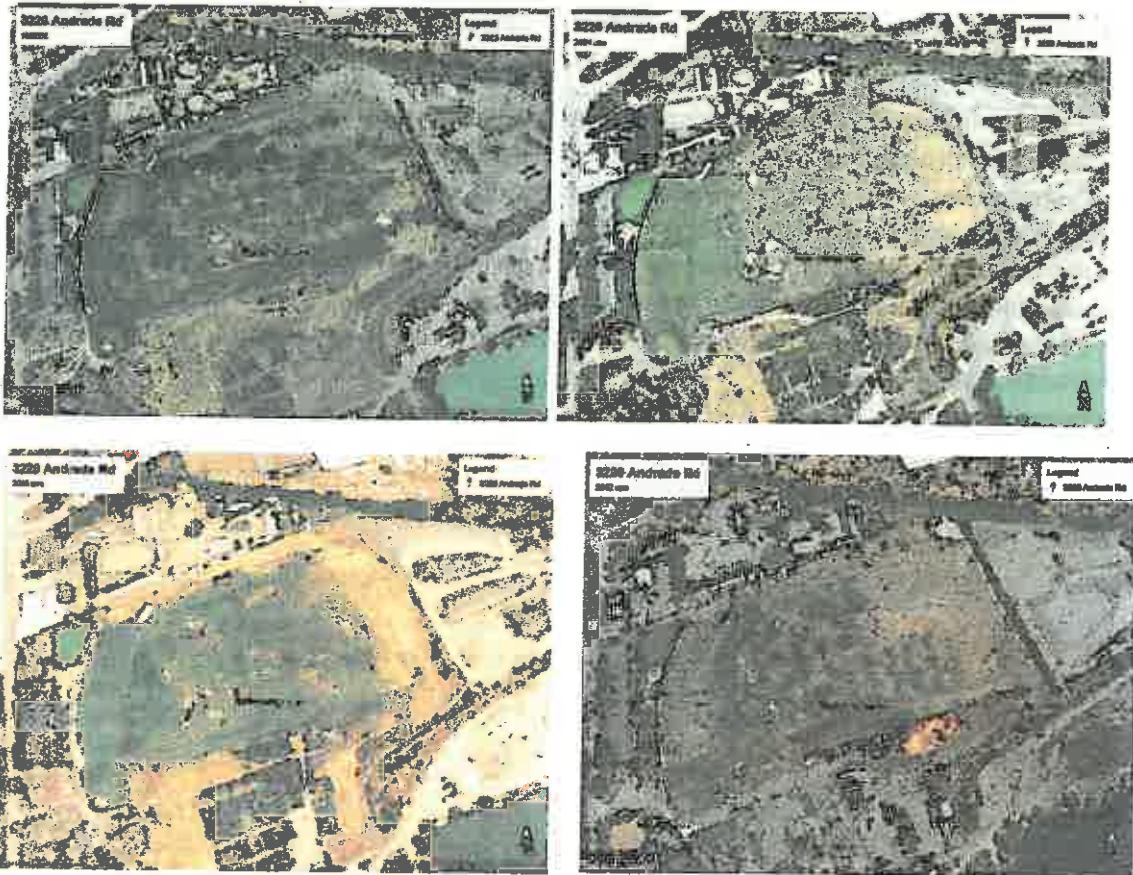
3220 Andrade, LLC, dba Garden Of Eden (Garden of Eden, “GOE”, or the “Dispensary”)
Application for RFP Medical Cannabis Dispensary

Agricultural Zoned Property Background



3220 Andrade, LLC (Garden of Eden, “GOE”, or the “Dispensary”) has acquired a long-term lease for the property located at 3220 Andrade Rd., Sunol, CA. This property has been used as a private driving range for over twenty years. As a result of the declining economy the driving range has since gone out of businesses. The proposed property is located in the unincorporated area near Sunol. Below are aerial photographs obtained from google earth illustrating the property from 2002 to the present.

Exhibit 3 – Attachment M



The proposed use will continue in a commercial manner sans the use of the driving range. Given the location of the property and the development surrounding the parcel, this property is not an ideal location for agricultural purposes, which is likely the reason for the continuous use as a driving range. The project proposes to demolish old building and revitalize the property for a compatible use while added landscaping that will result in enhanced visual character.

Future Development:

The Applicant is proposing to remove and replace the existing structures on the property, remove the existing driving range, and developing the property with additional security measures for the proposed use, as detailed in the Security Plan and Site and Floor Plans (See, Attachment E.) The portion of the property for the dispensary and ancillary educational classroom is a small percentage of the overall parcel. The remaining property will be offered to California State University East Bay Department of Geography and Environmental Studies, and/or local community colleges to allow them to use the remaining areas of the property for study. This would provide an opportunity for college students and graduates to expand and test progressive cutting-edge agricultural methodologies, which can be used by the larger agricultural community. In the event that the

Exhibit 3 – Attachment M

college is unable to use part of the land, then the Applicant will commit to working with the property owner to evaluate the viability of using the land for other agricultural uses.

The Applicant is committed to continued agricultural advancement in the region. This commitment includes allowing for co-location on this property to minimize the number of parcels that are converted to cannabis businesses, which decreases the conversion of other agriculturally zoned lands into cannabis campuses. Because of the long standing use of this property as a driving range, and the commercial uses that surround this property, it may not be suitable for traditional agricultural purposes. Therefore, the best path for the Applicant to support the future agricultural nature of the region is to allow the property to be used for study purposes and to allow for co-location when and if appropriate.

Exhibit 4

BRICK-AND-MORTAR DISPENSARY
COMPLIANCE PLAN



BARREN & EREN

Exhibit 4

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APPENDICES

Appendix A – Engagement Letter with Green Wise Consulting, LLC

Appendix B – Qualified Patient Record Keeping Policy

Appendix C – Cannabis Product Packaging and Labeling Checklist

Exhibit 4

1. OPERATIONAL OVERVIEW

1.1 Statement of Operation

3220 Andrade Partners, LLC, a California limited liability company, which will do business as Garden of Eden™ (the “Applicant”), will establish and operate a medicinal cannabis brick-and-mortar dispensary that DOES NOT engage in the delivery at 3220 Andrade Road, Sunol, CA 94586 (the “Facility”), pursuant to a cannabis dispensary permit issued by the County of Alameda (the “County”) under the County Cannabis Law. At a high-level, the Applicant will conduct the following activities as part of its medicinal cannabis dispensary operations:

- A. The Applicant will purchase finished medicinal cannabis and cannabis products from licensed distributors;
- B. If the distributor has not performed the quality assurance, inspection, and testing procedures contained in Section 26110 of the California Business and Professions Code (the “B&P Code”) on finished medicinal cannabis and cannabis products—for which there is initially exemption—the Applicant will perform quality assurance, inspection, and testing on the finished medicinal cannabis and cannabis products in question;
- C. The Applicant will store and stage finished medicinal cannabis and cannabis products prior to retail sale; and
- D. The Applicant will offer finished medicinal cannabis and cannabis products for retail sale to qualified patients and their primary caregivers at the Facility by operating as a medicinal cannabis “brick-and-mortar dispensary”.

1.1.1 Cannabis Businesses and Commercial Cannabis Activity

- A. “Cannabis business” means any business that engages in the cultivation, manufacture, processing, storing, testing, packaging, labeling, dispensing, delivery, distribution, or sale of cannabis, cannabis products, or cannabis accessories, whether medicinal or nonmedicinal or any other commercial cannabis activity. “Commercial cannabis activity” has the same meaning as that term is defined in Section 26001 of the B&P Code.
- B. The “County Cannabis Law” means Chapter 6.108 and Sections 17.04.010, 17.06.040, 17.38.030, and 17.40.030 of the County General Ordinance Code (the “CGOC”) and includes any regulations or resolutions adopted by the County pursuant to the above, as those laws, regulations, or resolutions may be amended from time to time.
- C. “Permit” has the same meaning as that term is defined under the County Cannabis Law and includes a “cannabis dispensary permit” issued by the County pursuant to the County Cannabis Law.

Exhibit 4

1.1.2 Dispensing, Brick-and-Mortar versus Delivery

- A. **“Dispensing”** means any activity involving the retail sale of cannabis or cannabis products from a dispensary.
- B. **“Dispensary”** and **“cannabis dispensary”** mean a facility where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered, either individually or in any combination, for retail sale, including an establishment that delivers cannabis and cannabis products. Dispensary and cannabis dispensary also have the same meaning as **“retailer”** as that term is defined in Section 26070 of the B&P Code.
- C. **“Brick-and-mortar dispensary”** has the same meaning as that term is defined in the County Cannabis Law except that as used herein, a brick-and-mortar dispensary DOES NOT engage in the delivery in the delivery of cannabis or cannabis products.
- D. **“Delivery”** means the commercial transfer of nonmedical cannabis or nonmedical cannabis products from a dispensary to a customer over 21 years of age, or the commercial transfer of medical cannabis or medical cannabis products to a primary caregiver or qualified patient. Delivery also includes the use by a dispensary of any technology platform owned and controlled by the dispensary, or independently licensed under State law, which enables customers or qualified patients or primary caregivers to arrange for or facilitate the commercial transfer by a licensed dispensary of cannabis or cannabis products. **“Delivery”** also has the same meaning as **“delivery”** as that term is defined in Section 26001 of the B&P Code.
- E. **“Sell”**, **“sale”**, and **“to sell”** include any transaction whereby, for any consideration, title to cannabis or cannabis products is transferred from one person to another, and includes the delivery of cannabis or cannabis products pursuant to an order placed for the purchase of the same and soliciting or receiving an order for the same, but does not include the return of cannabis or cannabis products by a person to the person whom the cannabis or cannabis product was purchased.

1.1.3 Medicinal Cannabis Dispensing Dispensary

The Applicant intends to engage in the retail sale of cannabis and cannabis products that are “intended to be sold for use pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the Health and Safety Code, by a medicinal cannabis patient in California who possesses the requisite physician’s recommendation.” Thus, the Applicant’s dispensary will constitute a medicinal cannabis dispensary. In other words, the Applicant will only engage in the retail sale of cannabis and cannabis products to qualified patients and their primary caregivers.

- A. **“Qualified patient”** means a person who is entitled to the protections of Section 11362.5 of the California Health and Safety Code (“**H&S Code**”) and includes a person issued a medicinal cannabis identification card issued pursuant to Article 2.5 of Chapter 6 of Division 10 of the H&S Code.

Exhibit 4

- B. "Medicinal cannabis identification card" means a document issued by the California Department of Health Services that identifies a person authorized to engage in the medicinal use of cannabis and the person's designated primary caregiver, if any.
- C. "Primary caregiver" means the individual, designated by a qualified patient or by a person with a medicinal cannabis identification card, who has consistently assumed responsibility for the housing, health, or safety of that patient.

1.2 Cannabis, Cannabis Products, and Cannabis Accessories

The Applicant will sell cannabis, to include but not be limited to, dried flower cannabis, cannabis products, and clones through its medicinal cannabis dispensary operation.

- A. "Cannabis" means all parts of the plant *Cannabis sativa Linnaeus*, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin.
- B. "Dried flower" means all dead cannabis that has been harvested, dried, cured, or otherwise processed, excluding leaves and stems.
- C. "Pre-roll" means dried cannabis flower rolled in paper prior to retail sale.
- D. "Kind" means applicable type or designation regarding a particular cannabis variant or cannabis product type, including, but not limited to, strain name or other grower trademark, or growing area designation.
- E. "Cannabis products" means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, without limitation, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis or other ingredients. Cannabis product also has the same meaning as "cannabis products" as that term is defined in Section 11018.1 of the H&S Code.
- F. "Clones" means the cuttings of cannabis plants that has been replanted and are non-flowering.

1.2.1 Types of Cannabis Products

The Applicant will sell the following types of cannabis products its medicinal cannabis dispensary operation:

- A. "Cannabis concentrate" means cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product's potency, and includes resin from granular trichomes from a cannabis plant.

Exhibit 4

- B. **“Edible cannabis product”** means cannabis product that is intended to be used, in whole or in part, for human consumption, including, but not limited to, chewing gum, but excluding products set forth in Division 15 (commencing with Section 32501) of the Food and Agricultural Code.
- C. **“Topical cannabis”** means cannabis product intended for external use.

1.2.3 The Applicant’s “Menu” of Finished Medicinal Cannabis and Cannabis Products

Attached as Appendix A is the “menu” of finished medicinal cannabis and cannabis products available for retail sale to qualified patients and their primary caregivers at the Garden of Eden Medical Marijuana Clinic affiliated with the Applicant.

1.3 The Applicant’s Position in the State’s Mandated Medicinal Cannabis Supply Chain

As a medicinal cannabis brick-and-mortar dispensary engaged in the retail sale of dried flower cannabis, cannabis products, and cannabis accessories to qualified patients and their primary caregivers, the Applicant represents the final link in the State of California’s (the “State”) mandated medicinal Cannabis Supply Chain. Pursuant then to the State Cannabis Law, the Applicant must procure all finished cannabis and cannabis products at wholesale from licensed distributors, who had already (i) procured the cannabis and cannabis products from licensed cultivators and manufacturers; (ii) arranged for the finished cannabis and cannabis products to receive a certificate of analysis from a testing laboratory that the finished cannabis and cannabis products has passed the testing requirements pursuant to the State Cannabis Law; and (iii) performed quality assurance inspections on the finished cannabis and cannabis products. Moreover, because (i) only licensed distributors may transport cannabis and cannabis products and the State and (ii) the Applicant will only operate as a medicinal cannabis brick-and-mortar dispensary at the Facility, the Applicant may only procure finished cannabis and cannabis products by receiving wholesale shipments at the Facility from the transportation vehicles licensed distributors—rather than the Applicant maintaining its own fleet of transportation vehicles at the Facility and using those transportation vehicles to procure finished cannabis and cannabis products by picking up wholesale shipments from licensed distributors at offsite, yet licensed, locations and returning those wholesale shipments to the Facility.

Notwithstanding the above limitations related to the Applicant’s operations at the Facility, the Applicant may under the State Cannabis Law operate as a distributor at another location that procures and transports finished cannabis and cannabis products for the Applicant’s medicinal cannabis brick-and-mortar dispensary operation at the Facility and sells those finished cannabis and cannabis products in a nonarm’s length transaction so long as the Applicant does not (i) maintain and base transportation vehicles at the Facility and (ii) procure and transport finished cannabis and cannabis products from the Facility for shipment to another offsite location.

Exhibit 4

1.3.1 Key State Supply Chain Definitions

- A. The “State Cannabis Law” means (i) Sections 11362.1 through 11362.45, 11362.5, 11362.7 to 11362, 26220 through 26231.2 of the H&S Code; (ii) Division 10 of the B&P Code; (iii) Section 147.5 of the California Labor Code; (iv) Sections 31020 and 34010 of the California Revenue and Taxation Code; (v) Section 12029 of the California Fish and Game Code; and (vi) Section 13276 of the California Water Code and includes any regulations pursuant to the above, as those laws and, regulations may be amended from time to time.
- B. “Distribution” means the procurement, sale, and transport of cannabis and cannabis products between persons conducting commercial cannabis activity lawfully under the State Cannabis Law.
- C. “Distributor” means a person engaged in the distribution of cannabis and cannabis products.
- D. “Cultivator” mean a person conducting the cultivation of cannabis lawfully under the State Cannabis Law.
- E. “Manufacturer” mean a person conducting the manufacture of cannabis products lawfully under the State Cannabis Law.
- F. “Wholesale” means a sale of cannabis or cannabis products between persons conducting commercial cannabis activity lawfully under the State Cannabis Law.
- G. “Testing laboratory” means a laboratory, facility, or entity in the State that offers or performs tests of cannabis or cannabis products lawfully under the State Cannabis Law.
- H. “Nonarm’s length transaction” means a sale that is no an Arm’s length transaction. “Arm’s length transaction” means a sale entered into in good faith and for valuable consideration that reflects the fair market value in the open market between two informed and willing parties, neither under any compulsion to participate in the transaction.

Exhibit 4

1.3.2 The State's Mandated Medicinal Cannabis Supply Chain

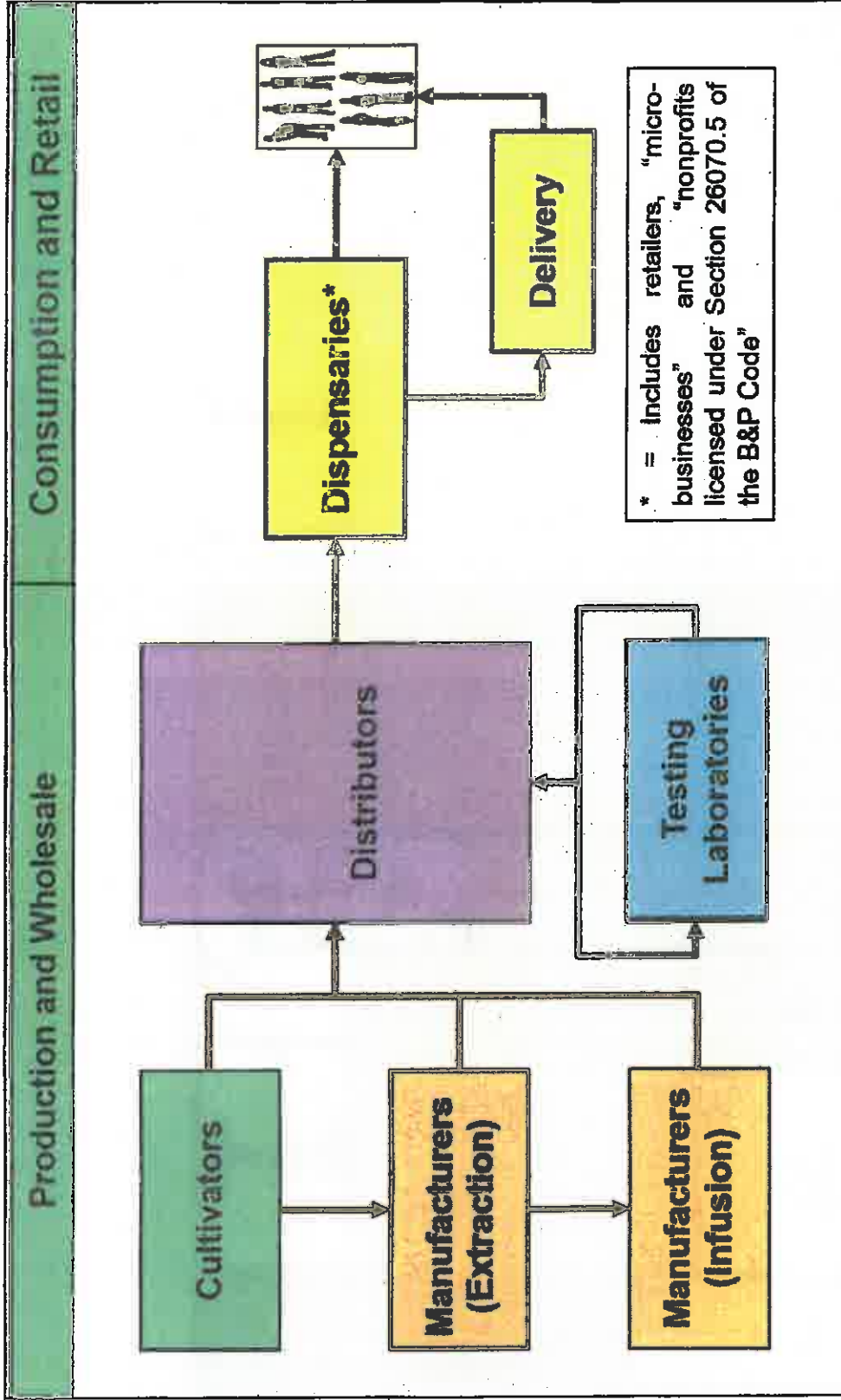


Exhibit 4

1.4 Brick-and-Mortar Dispensary Operational Facility Layout

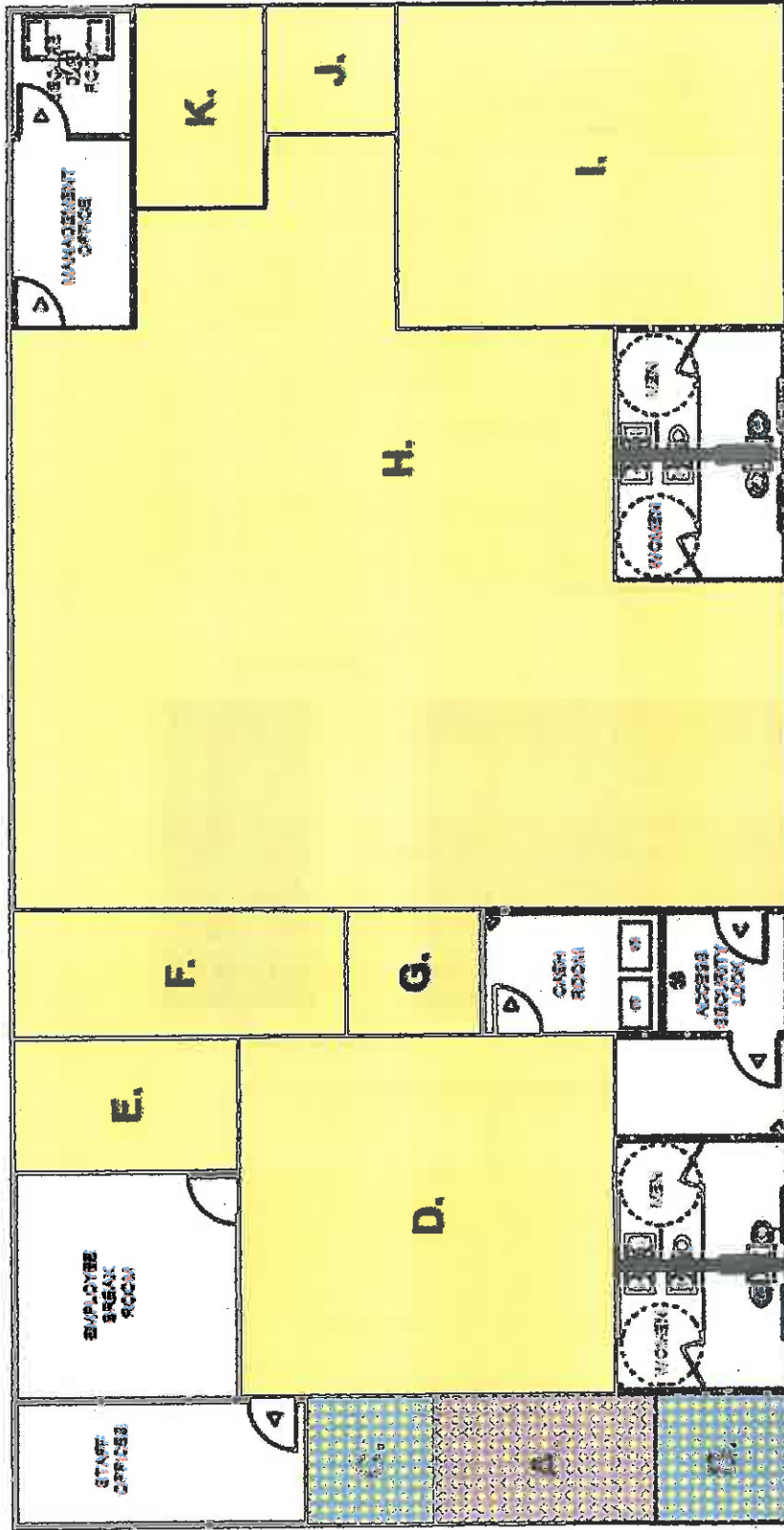


Exhibit 4

1.4.1 Operational Facility Layout Descriptions

A. Shipping and Receiving Bay

1. Used for intake of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones from licensed distributors.
2. Used for the pickup of adulterated cannabis by licensed distributors.
3. Used for removal and pickup of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones that must be disposed of or destroyed.
4. Vehicles approach the bay for offloading and onloading of cannabis and the bay is secured during any time it is not in use for the handling or interaction with cannabis or other supplies and equipment.
5. Contains the single, secure point of entry for employees and other authorized personnel for Dispensary Intake and Storage.

B. Cannabis Intake and Quality Assurance Storage

1. Finished medicinal cannabis and medicinal cannabis products will be stored here while it undergoes quality assurance, inspection, and testing.
2. Used for testing laboratory interaction with finished medicinal cannabis and medicinal cannabis products (sample collection, picking up finished medicinal cannabis and medicinal cannabis products, etc.).
3. Used for the storage finished medicinal cannabis clones prior to disposal, destruction, or return to a licensed distributor.
4. Secure and temperature controlled as finished medicinal cannabis and medicinal cannabis products will be stored here overnight.

C. Clones Intake and Quality Assurance Storage

1. Finished medicinal cannabis clones will be stored here while they undergo quality assurance, inspection, and testing.
2. Used for testing laboratory interaction with finished medicinal cannabis clones (sample collection, picking up finished medicinal cannabis clones, etc.).
3. Used for the storage finished medicinal cannabis clones prior to disposal, destruction, or return to a licensed distributor.
4. Secure and temperature controlled as finished medicinal cannabis clones will be stored here overnight.

Exhibit 4

D. Order Processing and Retail Staging Area

1. Used for staging, breaking down, and transferring medicinal cannabis, medicinal cannabis products, medicinal cannabis clones, cash, and any other supplies and equipment prior to transfer and use in other locations within the Facility.
2. Contains sanitary locations for the staging and assembly of orders of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones for final retail sale to qualified patients and their primary caregivers on the Brick-and-Mortar Sales Floor via the Brick-and-Mortar Point-of-Sale.
3. Used for temporary storage of prepared orders of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones prior to final retail purchase by qualified patients and their primary caregivers.

E. Finished Clone Storage

1. Used to store finished medicinal cannabis clones that have undergone quality assurance, inspection, and testing pursuant to Section 26110 of the B&P Code.
2. Secure and temperature controlled as finished medicinal cannabis clones will be stored here overnight.

F. Finished Cannabis Storage

1. Used to store finished medicinal cannabis and medicinal cannabis products that has undergone quality assurance, inspection, and testing pursuant to Section 26110 of the B&P Code.
2. Secure and temperature controlled as finished medicinal cannabis and medicinal cannabis products will be stored here overnight.

G. Brick-and-Mortar Point-of-Sale

1. A secure sales window from which qualified patients and their primary caregivers purchase and take possession of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones.
2. Used for the intake of adulterated cannabis from qualified patients and their primary caregivers.

H. Brick-and-Mortar Sales Floor

1. A sales floor for securely displaying finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones for observation and limited and/or supervised interaction (touching, smelling, etc.) with finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones.

Exhibit 4

I. Patient Intake and Verification Area

1. A secure waiting-area for the public to enter the Facility and for validation of qualified patients and the primary caregivers.
2. A separate and secure station for security personnel and equipment.

J. Express Point-of-Sale

1. A secure sales window from which qualified patients and their primary caregivers purchase and take possession of preassembled orders of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones.

K. Patient Exit

1. Access security lock doors for qualified patients and the primary caregivers to exit the Facility.

Exhibit 4

1.5 Brick-and-Mortar Dispensary Operations Plan Process Flowchart

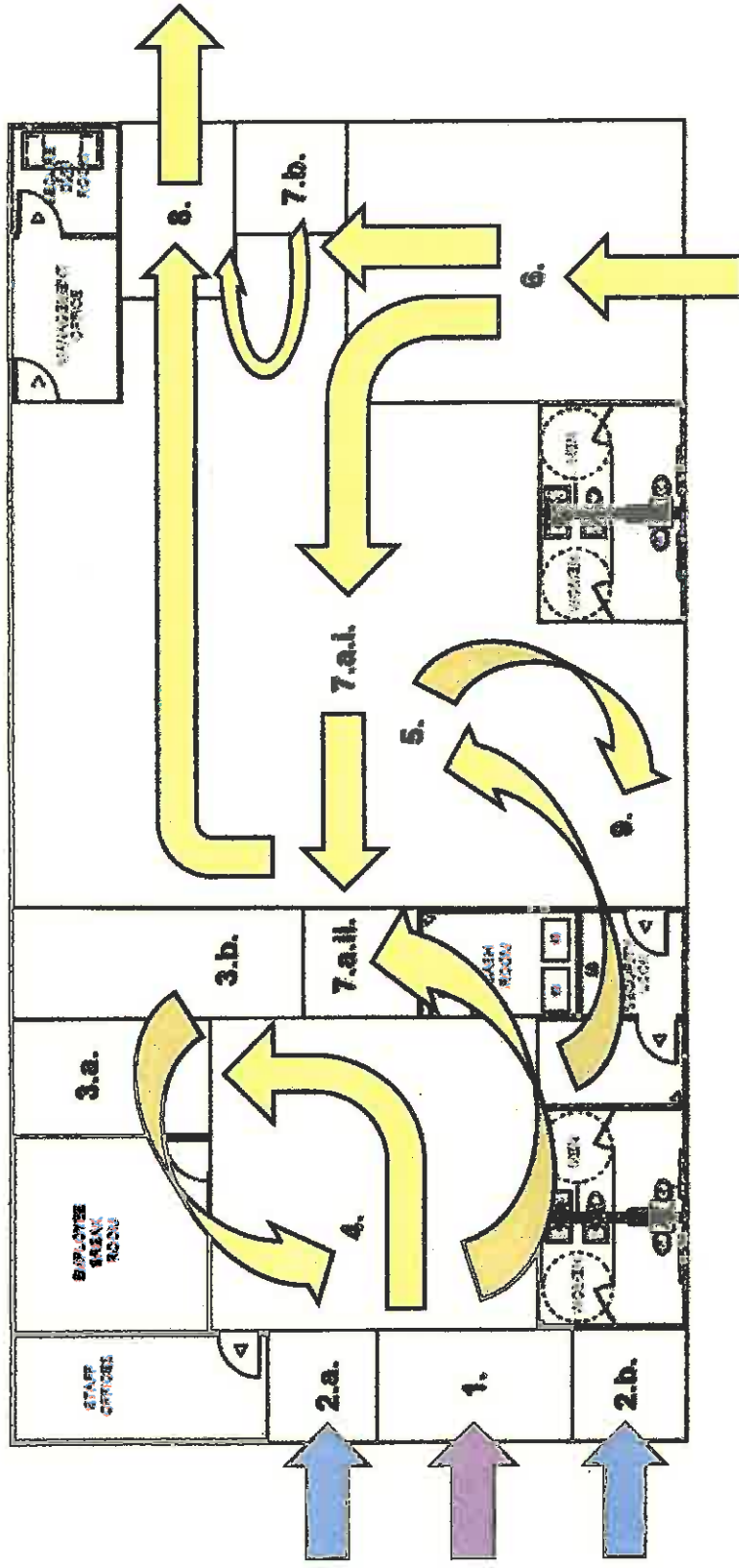


Exhibit 4

1.5.1 Operations Plan Process Flowchart Steps

1. Following security checks, transportation vehicles of licensed distributors approach the Shipping and Receiving Bay and the Applicant's personnel offload and transfer (a) finished medicinal cannabis clones into Clones Intake and Quality Assurance Storage and (b) finished medicinal cannabis and medicinal cannabis products into Cannabis Intake and Quality Assurance Storage.
2.
 - a. If the distributor has procured and sold the finished medicinal cannabis clones pursuant to the exception for certified laboratory testing pursuant to Section 26070 of the B&P Code, a licensed testing laboratory will (i) securely approach the Shipping and Receiving Bay with a transportation vehicle; (ii) enter Clones Intake and Quality Assurance Storage; (iii) collect samples of the finished medicinal clones in storage within Clones Intake and Quality Assurance Storage; (iv) securely depart the Facility in the transportation vehicle and transport the sample from the Facility to the licensed testing laboratory; and (v) perform tests on the finished medicinal cannabis clones.
 - b. If the distributor has procured and sold the finished medicinal cannabis and medicinal cannabis products pursuant to the exception for certified laboratory testing pursuant to Section 26070 of the B&P Code, a licensed testing laboratory will (i) securely approach the Shipping and Receiving Bay with a transportation vehicle; (ii) enter Cannabis Intake and Quality Assurance Storage; (iii) collect samples of the finished medicinal and medicinal cannabis products in storage within Cannabis Intake and Quality Assurance Storage; (iv) securely depart the Facility in the transportation vehicle and transport the sample from the Facility to the licensed testing laboratory; and (v) perform tests on the finished medicinal cannabis and medicinal cannabis products.
3.
 - a. After finished medicinal cannabis clones have (i) passed the quality assurance and inspection procedures contained in Section 26110 of the B&P Code and (ii) been issued (x) a certificate of analysis pursuant to Section 26110 of the B&P Code or (y) satisfactory test results from a third-party testing laboratory, the Applicant's personnel transfer the finished medicinal cannabis clones from Clones Intake and Quality Assurance Storage to Finished Clone Storage.
 - b. After finished medicinal cannabis and medicinal cannabis products have (i) passed the quality assurance and inspection procedures contained in Section 26110 of the B&P Code and (ii) been issued (x) a certificate of analysis pursuant to Section 26110 of the B&P Code or (y) satisfactory test results from a third-party testing laboratory, the Applicant's personnel transfer the finished medicinal cannabis and medicinal cannabis products from Cannabis Intake and Quality Assurance Storage to Finished Cannabis Storage.
4. The Applicant's personnel transfer finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones from Finished Clone Storage and Finished Cannabis Storage to the Order Processing and Retail Staging Area for: (a) staging prior to display on the Brick-and-Mortar Sales Floor; (b) staging prior to retail sale via the Brick-and-Mortar Point-of-Sale or Express Point-of-Sale; and (c) order assembly and processing.

Exhibit 4

5. The Applicant's personnel transfer finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones from the Order Processing and Retail Staging Area to the Brick-and-Mortar Sales Floor for secure display and limited and/or supervised interaction (touching, smelling, etc.) with qualified patients and their primary caregivers.
6. Qualified patients and their primary caregivers enter the Facility via the Patient Intake and Verification Area, and the Applicant's personnel verify the status of qualified patients and the primary caregivers.
7.
 - a.
 - i. Validated qualified patients and their primary caregivers enter the Brick-and-Mortar Sales Floor and (x) interact with the Applicant's personnel, (y) observe securely displayed finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones, and (z) have limited and/or supervised interaction (touching, smelling, etc.) with securely displayed finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones.
 - ii. Validated qualified patients and their primary caregivers (x) purchase and take possession of processed orders of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones at the Brick-and-Mortar Point-of-Sale or (y) return previously purchased finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones that may be adulterated to the Applicant at the Brick-and-Mortar Point-of-Sale.
 - b. Validated qualified patients and their primary caregivers that placed orders for finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones in advance of their arrival to the Facility purchase and take possession of their already processed orders of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones at the Express Point-of-Sale.
8. After validated finishing their business purpose for visiting the Facility, qualified patients and their primary caregivers enter Patient Exit and are securely allowed to exit the Facility by the Applicant's personnel.
9. As required by the State Cannabis Law or the County Cannabis Law or determined by the Applicant, finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones securely displayed on the Brick-and-Mortar Sales Floor is returned to Finished Clone Storage and Finished Cannabis Storage via the Order Processing and Retail Staging Area.

2. INITIAL COMPLIANCE ASSESSMENT

2.1 Scope of Assessment

The Applicant has engaged Green Wise Consulting, LLC (“Green Wise”), to evaluate whether and how the Application Materials demonstrate that the Applicant’s proposed medicinal cannabis brick-and-mortar dispensary operation complies with Applicable Law. The Applicant’s engagement letter with Green Wise is attached as Appendix B.

2.2 Applicable Law

“Applicable Law” shall mean the body of law applicable to the Applicant’s proposed medicinal cannabis operation referenced in this section:

2.2.1 Federal Law

The (i) manufacture and sale of cannabis and (ii) leasing of property to a tenant engaged in the possession, sale, or retail sale of cannabis are both federal crimes under the federal Controlled Substances Act (“CSA”). 21 U.S.C. §§ 841(a)–(b)(1)(A), 856(a), 960(a)–(b)(1). In addition to criminal penalties, the federal government has broad asset forfeiture powers under the CSA, including the ability to seize real property through 21 U.S.C. section 881(a)(7). However, in 2014, the U.S. Congress enacted Section 538 of the Consolidated and Further Continuing Appropriations Act of 2015 (“Section 538”), which provides that:

None of the funds made available in this Act to the Department of Justice may be used, with respect to the States of Alabama, Alaska, Arizona, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Hawaii, Illinois, Iowa, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nevada, New Hampshire, New Jersey, New Mexico, Oregon, Rhode Island, South Carolina, Tennessee, Utah, Vermont, Washington, and Wisconsin, to prevent such States from implementing their own State laws that authorize the use, distribution, possession, or cultivation of medical marijuana.

Pub. L. 113–235 (2014). *See also* Pub. L. 114–113 § 542 (reenacting Section 538 for fiscal year 2016). Although Section 538 did not directly modify the CSA, it clearly denied the Department of Justice funds “to prevent [the] States from implementing their own State laws that authorize the use, distribution, possession, or cultivation of medical marijuana.” However, it was unclear whether that prohibition extended to the use of funds for prosecuting private citizens or companies acting pursuant to “State laws that authorize the use, distribution, possession, or cultivation of medical marijuana.” That question was answered by the United States Court of Appeals for the Ninth Circuit in *United States v. McIntosh*, 2016 WL 4363168, (9th Cir. 2016). In *United States v. McIntosh*, the Ninth Circuit determined that Section 538 “prohibits [the U.S. Department of Justice] from spending funds from relevant appropriations acts for the prosecution of individuals who engaged in conduct permitted by the State Medical Marijuana Laws and who fully complied with such laws.” However, because Section 538 is a spending bill provision that expires at the end of fiscal years rather than a permanent change to the CSA, the U.S. Congress

Exhibit 4

must continue to reenact Section 538 at the end of each fiscal year.

Thus, the Applicant does not have a risk of criminal liability or asset forfeiture under the CSA so long as:

- A. The Applicant's finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones constitute medicinal cannabis;
- B. The Applicant's conduct strictly complies with all Applicable Law conditions regarding the distribution and sale of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones; and
- C. The U.S. Congress continues to reenact Section 538 at the end of each fiscal year.

"On May 5, 2017, [Section 538] was renewed until September 30, 2017, as part of a \$1 trillion spending bill signed into law by President Trump." Wikipedia.org, *Rohrabacher-Farr amendment*, https://en.wikipedia.org/wiki/Rohrabacher%E2%80%93Farr_amendment (last visited on Aug. 9, 2017).

2.2.2 State Law

The retail sale of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones for medicinal purposes is governed by Division 10 of the California B&P Code and its implementing regulations (the "Medicinal and Adult-Use Cannabis Regulation and Safety Act" or "MAUCRSA"). Under MAUCRSA, the Applicant's retail sale of finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones is "not unlawful under state law and shall not be an offense subject to arrest, prosecution, or other sanction under state law, or be subject to a civil fine or be a basis for seizure or forfeiture of assets under state law if [it is] all of the following:

- (1) Permitted pursuant to a state license.
- (2) Permitted pursuant to a local authorization, license, or permit issued by the local jurisdiction, if any.
- (3) Conducted in accordance with the requirements of this division and regulations adopted pursuant to this division." B&P Code § 26032(a).

Although the state licenses under MAUCRSA will not be available for application until January 1, 2018 (B&P Code § 26012(d)), MAUCRSA does provide provisions for temporary licensing at the sole discretion of the State Bureau of Cannabis Control, if the Applicant "submits all of the following:

- (1) A written request to the licensing authority in a manner prescribed by the licensing authority.

Exhibit 4

- (2) A copy of a valid license, permit, or other authorization, issued by a local jurisdiction, that enables the applicant to conduct commercial cannabis activity at the location requested for the temporary license.
- (3) The temporary license application fee, if any, required by the licensing authority.” B&P Code § 26050.1(a).

Thus, until possession of a temporary or permanent State license under MAUCRSA—*i.e.*, presumably at some point in 2018—the Applicant will not commence medicinal cannabis brick-and-mortar dispensary operations at the Facility.

2.2.3 Local Law

Under MAUCRSA, the Applicant must be “[p]ermitted pursuant to a local authorization, license, or permit issued by the local jurisdiction, if any.” B&P Code § 26032(a)(2). Thus, the Applicant must comply with County laws and regulations relevant to the retail sale of finished medicinal cannabis and cannabis products, including the County Cannabis Law. With regard to resolving discrepancies between State and County laws and regulations, MAUCRSA states that:

Any standards, requirements, and regulations regarding health and safety, environmental protection, testing, security, food safety, and worker protections established by the state shall be the minimum standards for all licensees under this division statewide. A local jurisdiction may establish additional standards, requirements, and regulations.

B&P Code § 26201. Therefore, in the event of any discrepancy between the State and County Laws and regulations with regard to the retail sale of finished medicinal cannabis and cannabis products, the Applicant shall comply with the more restrictive law or regulation, except where as otherwise provided in Applicable Law (*see, e.g.*, B&P Code § 26054).

2.3 Initial Compliance Assessment

Based on Green Wise’s preparation and review of the Application Materials and its experience and expertise regarding Applicable Law, the overall opinion of Green Wise is that the Application Materials demonstrate that the Applicant’s proposed medicinal cannabis brick-and-mortar dispensary operation will comply with Applicable Law.

3. COMPLIANCE PROCEDURES

In order to maintain ongoing compliance Applicable Law, the Applicant shall implement and comply with the following compliance procedures:

3.1 Coordination with Law Enforcement

3.1.1 Notifications to the County of Potential Law Enforcement Issues

The Applicant shall notify the County immediately after discovering any of the following:

Exhibit 4

- A. Discrepancies identified during inventory;
- B. Diversion, theft, loss, or any criminal activity involving the Applicant or any agent, manager, employee, or volunteer of the Applicant;
- C. The loss or unauthorized alteration of records related to cannabis products, registering qualifying patients, primary caregivers, or customers, or agents, managers, employees, or volunteers of the Applicant; or
- D. Any other breach of security.

3.1.2 Periodic Background Checks

The Applicant shall conduct periodic background checks of its officers, employees, and agents to ensure that individuals have not been arrested or convicted of either:

- A. A crime that serves as a ground for denial of licensure pursuant to the County Cannabis Law; or
- B. An “an offense that is substantially related to the qualifications, functions, or duties of the business or profession for which the application is made” under Section 26057(b)(4) of the B&P Code.

In the event that an officer, employee, or agent is arrested or arrested or convicted of A. or B., above, the Applicant shall notify the County.

3.1.3 Law Enforcement Liaison

The Applicant shall that at least one monthly phone call or face-to-face meeting takes place between the County and the Applicant’s security representative.

3.2 Inspections and Enforcement

The Applicant shall ensure that the State and its officers, employees, and agents or the County and its officers, employees, and agents have unimpeded access to all aspects of the Applicant’s operation (e.g., records, books, accounts, financial data, and any and all data relevant to its permitted activities for the purposes of conducting an audit or compliance review). The Applicant shall train its officers, employees, and agents on the laws and proper procedures for accommodating an enforcement inspection by the State or the County.

3.3 Recordkeeping

The Applicant shall comply with the following recordkeeping requirements:

- A. The Applicant shall accurately maintain and securely store all information required to be

Exhibit 4

collected pursuant to Applicable Law.

- B. Records collected by the Applicant pursuant to Applicable Law shall be stored primarily at the Facility and secondarily at another premises offsite from the Facility to serve as a backup in the event that the records stored at the Facility are destroyed by a force majeure.
- C. All records collected by the Applicant pursuant to Applicable Law shall be maintained for a minimum of seven (7) years and shall be made available by the Applicant to the officers, employees, or agents of the State or the County upon request, except that private medical records shall be made available only pursuant to a properly executed search warrant, subpoena, or court order.

3.3.1 Private Medical Records

Information contained in a physician's recommendation issued in accordance with Article 25 (commencing with Section 2525) of Chapter 5 of Division 2 and received by the Applicant, including, but not limited to, the name, address, or social security number of the patient, the patient's medical condition, or the name of the patient's primary caregiver is hereby deemed "medical information" within the meaning of the Confidentiality of Medical Information Act (Part 2.6 (commencing with Section 56) of Division 1 of the Civil Code) and shall not be disclosed by the Applicant except as necessary for authorized officers, employees, or agents of the State or the County to perform official duties under Applicable Law.

The Applicant's Qualified Patient Record Keeping Policy is attached as Appendix C.

3.3.2 Inventory of Finished Medicinal Cannabis

The Applicant shall conduct a comprehensive inventory of all finished medicinal cannabis, medicinal cannabis products, and medicinal cannabis clones twice daily. Any discrepancies will trigger an inventory audit by the Applicant and, if confirmed, a review of electronic security and surveillance data the Applicant and on-duty security officer. The Applicant shall immediately notify law enforcement authorities if the Applicant ascertains that there has indeed been loss, theft, improper diversion, or any other criminal activity.

On the first of every month as required the Applicant will conduct and document a complete audit of the inventory, specific cannabis products according to generally accepted accounting principles. Any unexplained shrinkage will be documented and trigger a review of electronic security and surveillance data. When the Applicant determines where the shrinkage occurred, appropriate corrective measures will be implemented. Also if the Applicant ascertains that there has indeed been loss, theft, improper diversion, or any other criminal activity, the Applicant shall immediately notify law enforcement authorities.

3.4 Payment of Taxes and Fees

The Applicant shall not be delinquent in the payment of any applicable State or County taxes or fees. The Applicant shall ensure that its point of sale software to track inventory and sales

Exhibit 4

integrates and records tax information for each of the Applicant's purchase and sale transactions.

3.5 Operational Changes

The Applicant shall notify the State and the County prior to undertaking operational changes that materially or substantially alters the Facility, the usage of the Facility, or the mode or character of business operation conducted from the Facility. Material or substantial physical changes of the Facility, or in the usage of the Facility, shall include, but not be limited to, a substantial increase or decrease in the total area of the Facility or any other physical modification resulting in substantial change in the mode or character of the Applicant's business operation.

3.6 Quality Assurance Review of Cannabis Products

Applicable Law requires the Applicant to be particularly diligent with regard to preventing the sale of misbranded or adulterated medicinal cannabis products with an emphasis on misbranded or adulterated edible medicinal cannabis products. Accordingly, the Applicant will use the Cannabis Product Packaging and Labeling Checklist attached as Appendix D for its quality assurance review and inspection of medicinal cannabis products prior to retail sale to qualified patients and their primary caregivers.

Exhibit 4

Appendix A – Engagement Letter with Green Wise Consulting, LLC

Exhibit 4

Appendix B – Qualified Patient Record Keeping Policy

Exhibit 4

Appendix C – Cannabis Product Packaging and Labeling Checklist

Exhibit 4

Exhibit 4

Exhibit 4



GREENWISE



consulting

*A Consulting Company
710 N. El Centro Ave., Unit 111
Los Angeles, CA 90038*

*Pamela N. Epstein, Esq., LL.M.
Damian A. Martin, Esq., M.B.A.
Charnel James, Esq.*

*Pamela@gwcpro.com
Damian@gwcpro.com
Charnel@gwcpro.com*

November 13, 2017

Alameda County
CDA- Planning
224 West Winton Avenue
Suite 111
Hayward, CA 94544

RE: 3220 Andrade, LLC dba Garden of Eden's Engagement of Green Wise Consulting for its Application Responses to East County MCDOP – 2017.

To whom it may concern:

Green Wise Consulting, LLC (“Green Wise”), has been retained by 3220 Andrade, LLC, dba Garden Of Eden a California limited liability company (“Garden of Eden” or our “Client”), to assist in the preparation and assembly of Garden of Eden’s application for a permit to operate a medical cannabis dispensary and necessary land use entitlements in Alameda County (the “Garden of Eden Application”).

For background, Green Wise provides legal and consulting services to clients in the cannabis industry. One of the primary services that Green Wise provides is a “solutions driven approach” to local cannabis business license applications. Green Wise’s “solutions driven approach” involves the Firm drafting complete, custom ordinances and business license application procedures for local municipalities based on a comprehensive understanding of the unique circumstances facing the particular

state and federal environmental laws and regulations including Endangered Species Act, Clean Air Act and Clean Water Act.

- Represented clients, set strategy and managed cases in matters involving environmental compliance, enforcement and litigation; casework included land use permits and large-scale renewable energy projects including solar photovoltaic and geothermal.
- Researched and argued issues related to greenhouse gas emissions, sustainability, geothermal and solar energy, and agricultural-related issues including the Williamson Act and zoning laws.
- Synthesized complex technical materials to draft comments for the Environmental Impact Report / Environmental Impact Statements (EIR/EISs).
- Successfully advocated for workplace, environmental health and safety compliance be included in the finalized project.
- Appeared at administrative hearings and successfully achieved approvals for Conditional Use Permit Applications and Appeals.
- Drafted memos, comment letters and legal briefing; secured, coordinated and supervised technical experts.

PAMELA N. EPSTEIN

520.904.1482 • pamelag@gwcpro.com •

SIERRA CLUB SAN DIEGO ENVIRONMENTAL LAW AND POLICY CLINIC, San Diego, CA • 2009 to 2012

MANAGING ATTORNEY & LEGAL PROGRAM MANAGER

Managed daily administration of clinic, developed clinic's caseload and priorities, recruited and managed legal interns and post-bar law clerks.

- Represented Sierra Club in administrative hearings, enforcement actions and in general civil litigation.
- Oversaw outside litigation counsel and provided legal interpretation of case law, statutes and regulations for incorporation into litigation risk assessments.
- Developed SOPs (Standard Operating Procedures) for clinics activities to work and follow including training manuals, workshops for volunteers and members of community addressing up to 50 people; authored monthly reports for the executive committee as well as material/updates for the organizations newsletter.
- Led winning grass-roots effort to prevent construction of a landfill on sacred Native American lands. Participated in drafting and lobbying proposed companion legislation highlighting zero waste policies and landfill siting requirements.
- Drafted comments and provided testimony to local and state agencies on the first Regional Transportation Plan with a Sustainable Strategies Component under SB375 resulting in strong mitigation and mass transportation projects.
- Cultivated and developed relationships with community-based organizations and engaged in strategic lobbying efforts; completed the clinic's quarterly compliance filings under the city and state's lobbying laws and regulations.
- Directed media relationships and oversaw public relations and media efforts; achieving coverage in local newscasts and newspapers.
- Transformed negative publicity through careful and effective crisis management.
- Prepared, managed the Clinic's annual budget and oversaw targeted fundraising efforts; generated \$10,000+ in grant funding for various clinic projects.

LAW OFFICE OF PAMELA N. EPSTEIN, PC, 2009 to 2012

SOLE PRACTITIONER

- Contract attorney for federal civil litigation, violations of civil liberties, tort offenses, NEPA, NHPA, FLMPA.
- Represented clients and made court appearances related to corporate and administrative matters.
- Prepared complaints, drafted contracts, conducted legal research and document review, and engaged in T.R.O., discovery and litigation preparation. Revised employee handbook for accuracy and consistency with state and federal regulations and advised, negotiated and drafted employment contracts.

MOUNTAIN VIEW AESTHETICS, LLC, Tucson, AZ • 2007 to 2008 (continue to serve as of counsel on contract basis)

GENERAL COUNSEL

- Counseled client on wide range of legal matters.
- Drafted medical consent forms, Standard Operating Procedure manuals, negotiated intellectual property contracts.
- Developed procedures and controls to ensure office compliance with applicable state and federal law and regulations for medical treatments and lasers.
- Advised physicians on contract agreements for purchase of medical equipment, cosmetics and medical products.

BET TZEDEK LEGAL SERVICES, Los Angeles, CA • 2005 to 2006

LAW CLERK

- Researched claims, fines, and penalties under current Holocaust restitution standards.
- Drafted, presented, and submitted (ZRBG) appeals through the German legal judicial system, and drafted memoranda, demand letters, and requests for information.
- Worked with the Simon Wiesenthal Institute to prove existence of human rights violations and Jewish ghettos.

EDUCATION & CREDENTIALS

**MASTER OF LAW, CONCENTRATION IN ENVIRONMENTAL LAW AND
POLICY AND INTERNATIONAL RIGHTS
GOLDEN GATE UNIVERSITY SCHOOL OF LAW,
San Francisco, CA**

**DOCTOR OF JURISPRUDENCE
UNVIERSITY OF LA VERNE COLLEGE OF LAW,
Ontario, CA**

**Study Abroad: American University Washington Coll
Law, (London, Geneva, Paris) Concentration: sustainal
development/human rights.**

**BACHELOR OF ARTS IN POLITICAL SCIENCE AND COMMUNICATIONS UNIVERSITY OF ARIZONA, Tucson, AZ
Admitted to the State Bar of California, 251261 Southern & Central U.S. District Courts**

DAMIAN A. MARTIN, ESQ., M.B.A.



Green Wise Consulting, *Of Counsel*

Damian had two dreams growing up: *First*, be G.I. Joe. *Second*, become the Henry Ford of cannabis. Damian accomplished first dream spending six years in the U.S. Navy as an intelligence analyst conducting deployments to Chad, Iraq, and Yemen in support of Navy SEAL operations. After finishing military service, Damian spent four years in strategic consulting and then enrolled in law school recognizing that mastery of the law is the key to success in the cannabis industry. Since attending law school, Damian developed into one of the premier experts in California cannabis law and policy. He currently works in various local governments

throughout the State of California to develop permit programs for cannabis businesses.

Experience:

- General Counsel and COO, *Apothio, LLC*, Los Angeles, CA (January 2017 – June 2017)
- Law Offices of Bruce Margolin, West Hollywood, CA (January 2015 – December 2016)
- Of Counsel for Michael D. Grahn, West Hollywood, CA (May 2014 – December 2016)
- Associate, *Gorman & Miller*, Santa Monica, CA (January 2014 – December 2016)
- Legislative Advisor, *Doghat, Inc.*, Los Angeles, CA (October 2015 – April 2016)
- Summer Associate, *WilmerHale*, Los Angeles, CA (Summer 2015)
- Law Clerk, *King Law Corporation*, Los Angeles, CA (January 2014 – July 2014)
- Strategic Management Analyst, *D.C. Courts*, Washington, D.C. (2012 – 2014)
- Intern for Hon. Joseph Beshouri, *D.C. Superior Court*, Washington, D.C. (Summer 2013)
- Senior Operations Analyst, *Capital One Financial Corp.*, Richmond, VA (2010 – 2012)
- Intelligence Analyst, *Naval Special Warfare Group 2*, Virginia Beach, VA (2007 – 2010)
- Naval Intelligence Analyst, *JIOCEUR Analytic Centre*, Molesworth, U.K. (2005 – 2007)
- Plumber's Apprentice, *Progressive Plumbing*, Ellicott City, MD (2002 – 2005)

Education:

- *UCLA School of Law*, Juris Doctor, December 2015
- *University of Maryland University College*, Master of Business Admin., May 2010
- *University of Maryland University College*, B.S. in Business Admin., December 2007

Cannabis Scholarship: *Cultivating a Local Ordinance under California's Medical Marijuana Regulation and Safety Act* (publication efforts ongoing); *California's Water Regulations for Cannabis: Life-Altering Substance for Medical Cannabis Cultivators* (publication efforts ongoing); *Environmental Regulation of Marijuana Cultivation in California: Got the Munchies for Some New Regulation but Only Boring Old Sticks are on the Menu*, Resnick Program for Food Law and Policy, Student Compendium: Topics in Food Law and Policy (Spring 2016); *Erroneous cultivation bans must stop*, Los Angeles Daily Journal (January 20, 2016); *California Medical Marijuana Law: The Voters and Legislature Have Made Their Decision; Now Let Them Interpret It!*, 11 Journal of Law, Economics & Policy 105 (2015); *Court of Appeal Upholds Medical MJ Collective in Baniani Decision*, California NORML Reports (October 2014).

Charnel James
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EDUCATION: Juris Doctorate – University of the Pacific, McGeorge School of Law, Sacramento, CA. 2004, Licensed in California SBN 289326
Bachelor of Science – Communication: Journalism (minor focus of science) – Southern Oregon University, Ashland, OR 1998
Associates of Arts – focus on Public Relations/Political Science – College of the Siskiyous, Weed, CA 1995

EXPERIENCE

May 2013 – Present Law Office of Charnel James Owner
/Attorney

Real Estate and Land Use Consulting firm. I represent a variety of property owners, developers and businesses and assist in multiple real estate projects. I assist property owners/tenants in applying for and obtaining entitlements and building permits for projects. I negotiate leases, easements and purchases. I work with clients on clouded title issues, environmental violations and/or concerns, and lot line adjustments as well as other land use issues that come up for my clients.

Aug 2004 – May 2013 Aurora Consulting, Davis, CA Owner/Attorney
Wireless Work: I have contracted with various firms providing site acquisition and project management work. (Kortick & Associates 2002-2004(as myself not through my business, Wireless Network Development 2002-2005, SureSite 2005-2007, NSA Wireless, Inc 2007-2014, DES Builders 2014-2015). I have worked as a project manager for many of these projects; responsible for attending single client meetings, creating and updating trackers and reports and managing vendors. I also assisted on bidding projects. My Site Acquisition new build work has including initial candidate research from a search ring through all aspects of design and permitting in most counties in California and western Nevada. I have also worked on various mod projects (including audits, lease amendments and permitting) as well as other projects including right of way installation, DAS and IDAS systems and stadium deployments. I was the senior planner for NSA, and assisted other site acquisition members in training and education of changing laws in the industry. I was also responsible for reviewing title issues, working with surveyors for clearance of title issues and assisting legal in preparing documents and issues for risk letters on title issues. Finally, as part of my scope of work I drafted and negotiated easement agreements, lease agreements and development agreements for various projects.
Legal Work: I had responsibilities that included litigation preparation, general practice litigation and consulting on land use issues and planning for wireless telecommunications companies, development companies and general business companies. In addition to representing my own clients I also contracted with attorneys to handle their discovery plans prepare legal documents. I also worked as a Hearing Judge for CalHFA, including taking evidence, reviewing law and drafting decisions.

ADDITIONAL INFORMATION

I have been invited and participated in seven jurisdiction committees to write and/or modify their wireless telecommunication regulations including: Oakland, Albany, Richmond, Burlingame and reviewed and provided comment on the San Francisco modifications. I also was on a committee for the San Mateo committee and Contra Costa committees. I served on the Davis Telecommunication Committee for the City of Davis for 2 years. I have worked with the City of Marysville, Yuba County, Sutter County and Butte County on various parts of their Cannabis zoning regulations.

Prior to starting law school, I was a sports reporter in two daily newspapers, and the campus newspaper for Southern Oregon University. I also hosted my own sports program for the local high school, and was a field report for Rogue Valley Sports Show.

Effective Date: Upon licensure

Revision Date: November 10, 2017

QUALIFIED PATIENT RECORD KEEPING POLICY

Purpose: This policy is the method by which the Company shall create and maintain qualified patient records.

Scope: The Company and its authorized personnel

Responsible Party: The Company and its authorized personnel

POLICY STATEMENT & PROCEDURES

I. Policy Statement

The Company is dedicated to proper accurate and confidential patient record keeping practices consistent with Medicinal Adult Use Cannabis Regulation and Safety Act (“**MAUCRSA**”) and Health Insurance Portability and Accountability Act, (“**HIPAA**”) taking into account the proposed draft regulations issues by the Bureau of Cannabis Control. In accordance with the above and applicable local cannabis laws (collectively, “**Applicable Law**”), this policy provides a plan that will provide and ensure safe dispensing, adequate security, theft prevention, and the maintenance of confidential information.

II. Procedure

The Company shall utilize the TREEZ software system to track and maintain patient interaction and records, which will be readily available to law enforcement and any other official charged with enforcing the provisions of Applicable Law (“**Law Enforcement**”). Accordingly, Law Enforcement may enter the dispensary at any time during the hours of operation without notice and inspect the location, records, as well as the recordings and records maintained for seven (7) years in accordance with MAUCRSA. As a result, all the Company staff shall be notified of this policy and to strictly adhere to its compliance.

A qualifying patient record will be protected from loss, damage, or unauthorized use through the TREEZ software system. The point of sale software shall be, upon regulatory implementation of the MAUCRSA, compliant with the State Unique Identifier and Track and Trace Program (Chapter 6.5 of Division 10 of the California Business and Professions Code).

- A. The Applicant will utilize the TREEZ software system to record purchases including recordation by internal clock, denials of sale, delivery options, and other pertinent patient records.
- B. All records described in this section shall be maintained by the Company for a period of seven (7) years

- C. Upon a first visit to the dispensary, a patient/caregiver information is entered into the system by a Company employee and will include all required information for the TREEZ software system entry including:
1. The qualifying patient's name;
 2. The qualifying patient's date of birth;
 3. The qualifying patient's Emergency Contact;
 4. The symptoms for which they are seeking treatment;
 5. Authorization to release their patient records to the Alameda County Health Department should it be requested; and
 6. The name of the qualifying patient's designated caregiver, if applicable.
 7. This record is dated and signed for all subsequent patient transactions.
- D. The records shall clearly show the source, amount, price and dates of all cannabis received or purchased, and the amount, price, dates and business, patient or caregiver for all medical cannabis sold.
- E. The records of the business shall clearly track medical cannabis product inventory purchased and/or grown and sales and disposal thereof to clearly track revenue from sales of any medical cannabis from other paraphernalia or services offered by the Applicant.
- F. An inventory record documenting the dates and amounts of medical cannabis sold at the dispensary, and the daily amounts of medical cannabis stored at the dispensary.
- G. The Company shall keep a complete set of books of account, invoices, copies of orders and sales, shipping instructions, bills of lading, weigh bills, bank statements including cancelled checks and deposit slips and all other records necessary to show fully the business transactions of such licensee.
- H. The records shall clearly show the source, amount, price and dates of all cannabis received or purchased, and the amount, price, dates and business, patient or caregiver for all medical cannabis sold.
- I. In accordance with Applicable Law, the original copy of the Commercial Cannabis Permit issued by Alameda County, shall be posted in a location readily-visible to the public at all times.
- J. All records must be identified as confidential and any disclosure shall be limited in a manner that maintains the confidentiality of the information contained therein.
- K. All records kept and maintained by the Applicant shall at all times protect the confidential information of the patient or caregiver.

- L. Entries are to include the dispensary employee's information for tracking purposes and may only be made by the staff member who is recording the transaction.
- M. No changes should be made which make any entries illegible. The Company shall notify the Law Enforcement within twenty-four (24) hours if there is any concern that an entry was altered or otherwise changed.
- N. Receipts shall be maintained via a computer program or by pre-numbered receipts and used for each sale.
- O. The records of the business shall clearly track medical cannabis product inventory purchased and sales and disposal thereof to clearly track revenue from sales of any medical cannabis from other paraphernalia or services offered by the Company's dispensary.
- P. There are safeguards to prevent unauthorized use as the TREEZ software system utilizes separate log in information for users and all terminals are recorded by security camera.
- Q. In conjunction with the Applicant's educational support for patients, record will be generated for each interaction where patient education and support materials are provided to the qualifying patient or the qualifying patient's designated caregiver. Recordation of a description of the materials and the date the materials were provided shall be made.
- R. If a qualifying patient requests and does not obtain medical cannabis or, if applicable, the designated caregiver requests on behalf of the qualifying patient and does not obtain medical cannabis from the dispensary, the following shall be recorded in the record:
1. The date;
 2. The name of the individual who requested the medical cannabis; and
 3. The dispensary's reason for refusing to provide the medical cannabis (*if applicable).

HIPAA COMPLIANCE

The Company's qualified patient / qualified patient's designated caregiver confidentiality begins with dispensary staff training. Amongst other training, all the Applicant's staff will be trained extensively on protecting the qualifying patient or qualifying patient's designated caregiver's privacy. All dispensary staff, principal officers and board members are required to complete HIPAA training. The following is written into all offer letters and board member requirements:

“Certificate of HIPAA completion must be accepted 30 (thirty) days from date of written offer of employment or board certification. Failure to complete training will result in withdrawal of membership or offer letter. Candidates will not be able to assume employment or membership prior to presenting proof of certification hard copy”.

The Company is considered a covered employer that is required to comply with the HIPAA Privacy Rule. The Privacy Rule states that a patient's Private Health Information (“PHI”) is confidential and that no one associated with the Company (such as dispensary staff, volunteers or contractors) may use or disclose such information without the patient's written authorization except under limited and specific circumstances:

- A. To the particular patient (the Company's authorized personnel do have to be concerned with the HIPAA Privacy Rule when discussing the patient's health information with that patient; with the exception of some mental health related information, which in most cases carries a warning that the report or diagnosis should not be discussed with the patient);
- B. For treatment, payment, and health care operations;
- C. For informal reasons, as long as the patient has the opportunity to agree or object;
- D. For purposes incidental to another permitted PHI disclosure;
- E. For Public Interest and Benefit Activities, in compliance with the MAUCRSA and the California Department of Public Health regulations and policies governing the release of information for this purpose; or [redacted]
- F. For the purposes of research, public health, or health care operations in compliance with [redacted] the California Department of Public Health regulations and policies governing the release of information for this purpose.

3220 ANDRADE PARTNERS, LLC, DBA GARDEN OF EDEN™
 3220 Andrade Road, Sunol, CA 94586

CANNABIS PRODUCT PACKAGING AND LABELING CHECKLIST
Version 1.0 as of October 30, 2017

J. GENERAL PRODUCT REQUIREMENTS

In this section of the checklist, the evaluator considers the product holistically and the underlying circumstances under which the product was produced.

PRODUCT:	DATE:		
	Requirement:	Source:	Compliant?:
		Business & Professions Code ("B&P Code") §	Explanation:
	Cannabis products shall not be designed to appear appealing to children or easily confused with commercially sold candy or foods that do not contain cannabis.	26130(c)	
	Cannabis products shall be homogenized to ensure uniform disbursement of ingredients throughout the product.	B&P Code § 26130(c)	
	Cannabis products shall be manufactured and sold under sanitation standards established by the State Department of Public Health and the Office of Manufactured Cannabis that are similar to the standards for preparation, storage, handling, and sale of food products.	B&P Code § 26130(c)	
	Cannabis products shall be provided to customers with sufficient information to enable the informed consumption of the product, including the potential effects of the cannabis product and directions as to how to consume the cannabis product, as necessary.	B&P Code § 26130(c)	

II. PACKAGING REQUIREMENTS

In this section of the checklist, the evaluator considers the container holding the cannabis product (*i.e.*, the packaging) and the actual product within that container.

PRODUCT:	Requirement:	Source:	DATE:
			Compliant?:
			Explanation:
Prior to delivery or sale at a retailer, cannabis products shall be placed in a resealable, tamper-evident, child-resistant package.	B&P Code § 26120(a)		
If the package contains more than one serving of cannabis product, the package shall be resealable so that child-resistance is maintained throughout the life of the package.	DPH Proposed Regs. § 40415(f)		
If the cannabis product is an edible product, the package shall be opaque.	DPH Proposed Regs. § 40415(e)		
Packages shall not be made to be attractive to children.	B&P Code § 26120(b)		
Edible cannabis products shall be produced and sold with a standardized concentration of cannabinoids not to exceed ten (10) milligrams tetrahydrocannabinol (THC) per serving.	B&P Code § 26130(c)		
Cannabis products shall be delineated or scored into standardized serving sizes if the cannabis product contains more than one serving and is an edible cannabis product in solid form.	B&P Code § 26130(c)		

PRODUCT:	Requirement:	Source:	DATE:	Explanation:
Edible cannabis products shall not contain more than one hundred (100) milligrams of THC per package of finished product.	DPH Proposed Regs. § 40305(a)			
For manufactured cannabis that is not an edible product, no package of finished cannabis product shall contain more than 1,000 mg of THC.	DPH Proposed Regs. § 40305(a)			

III. LABELING REQUIREMENTS

A. GENERAL LABELING REQUIREMENTS

In this section of the checklist, the evaluator considers the text and symbols on the container holding the cannabis product (i.e., the labeling) holistically and without regard its particular placement on the container.


PRODUCT:	Requirement:	Source:	DATE:	Explanation:
	Cannabis product labels shall not be made to be attractive to children.	B&P Code § 26120(b)	Compliant?:	
	The name of a California county, including any similar name that is likely to mislead consumers as to the origin of the product, shall not be used in the labeling of cannabis products unless the cannabis contained in the product was grown in that county.	B&P Code § 26063(a)		
	Cannabis product labels shall not include any information that is false or misleading.	DPH Proposed Regs. § 40410(d)		
	Cannabis product labels shall not include any claims of health benefits or other physical benefits.	DPH Proposed Regs. § 40410(e)		
	Any information required to be listed on a label shall be written in English.	DPH Proposed Regs. § 40403(a)		

PRODUCT:	Requirement:	Source:	DATE: Compliant?:	Explanation:
A label shall be unobstructed and conspicuous.	DPH Proposed Regs. § 40403(b)			
All required label information shall be unobstructed and conspicuous.	DPH Proposed Regs. § 40403(c)			

B. PRIMARY PANEL LABELING REQUIREMENTS

In this section of the checklist, the evaluator considers the text and symbols on (i.e., the labeling) on the primary panel (i.e., the main customer facing side) of the container holding the cannabis product. As a matter of process, this section of the checklist functions with the evaluator first considering the size of the text on the primary panel before evaluating the actual content of the primary panel.

PRODUCT:	Requirement:	Source:	DATE:	
			Compliant?:	Explanation:
	The label for a cannabis product shall include a primary panel that includes the following information with text in no less than a 6-point font in relation to the size of the primary panel and container:	DPH Proposed Regs. § 40405		
	The identity of the product in a text size reasonably related to the most prominent printed matter on the panel.	DPH Proposed Regs. § 40405(a)		
	The words "cannabis-infused" immediately above the identity of the product in bold type and a text size larger than the text size used for the identity of the product.	DPH Proposed Regs. § 40405(a)		
	The following symbol marked, stamped, or otherwise imprinted on no smaller in size than half (.5) inch by half (.5) inch and printed legibly and conspicuously:	DPH Proposed Regs. § 40405(a)		

PRODUCT:	Requirement:	Source:	DATE: Compliant?:	Explanation:
				
	The net weight or volume of the contents of the package.	DPH Proposed Regs. § 40405(a)		
	The THC content and CBD content for the package in its entirety, expressed in milligrams per package.	DPH Proposed Regs. § 40405(a)		
	The THC content and CBD content per serving, expressed in milligrams per serving.	DPH Proposed Regs. § 40405(a)		
	The content of other cannabinoids or terpenes per serving if such information is verified by the certificate of analysis issued by a licensed testing laboratory.	DPH Proposed Regs. § 40405(a)		

C. INFORMATIONAL PANEL AND SUPPLEMENTAL LABELING REQUIREMENTS

In this section of the checklist, the evaluator considers the text and symbols on (i.e., the labeling) on the informational panel (i.e., the non-customer facing sides) of the container holding the cannabis product and on any supplemental labeling (e.g., labeling inserts, flaps, etc.). As a matter of process, this section of the checklist functions with the evaluator first determining whether the "GOVERNMENT WARNING" appears on the informational panel, then the evaluator considering the size of the informational panel and any supplemental labeling, and before evaluating the actual content of the informational panel and any supplemental labeling.

PRODUCT:	Requirement:	Source:	DATE:	Explanation:
<p>The label for a medical cannabis product shall include an informational panel that includes the following warning in a type size of no less than 6-point font and in relation to the size of the primary panel and container:</p>	<p>"GOVERNMENT WARNING: THIS PRODUCT CONTAINS CANNABIS, A SCHEDULE I CONTROLLED SUBSTANCE. KEEP OUT OF REACH OF CHILDREN AND ANIMALS. CANNABIS PRODUCTS MAY ONLY BE POSSESSED OR CONSUMED BY PERSONS 21 YEARS OF AGE OR OLDER UNLESS THE PERSON IS A QUALIFIED PATIENT. THE INTOXICATING EFFECTS OF CANNABIS PRODUCTS MAY BE DELAYED UP TO TWO HOURS. CANNABIS USE WHILE PREGNANT OR BREASTFEEDING MAY BE HARMFUL. CONSUMPTION OF CANNABIS PRODUCTS IMPAIRS YOUR ABILITY TO DRIVE AND OPERATE MACHINERY. PLEASE USE EXTREME CAUTION."</p>	<p>DPH Proposed Regs. § 40408</p>		

PRODUCT:	Requirement:	Source:	DATE: Compliant?:	Explanation:
	The cannabis product label shall be include the following (i) on the informational panel in a type size of no less than 6-point font or (ii) on supplemental labeling in a type size of no less than 8-point font, if there is insufficient area on the container available to print all the following information in a type size of no less than 6-point font:	DPH Proposed Regs. § 40408		
	The licensed manufacturer and its contact number or website address.	DPH Proposed Regs. § 40408(a)		
	The date of manufacture.	DPH Proposed Regs. § 40408(a)		
	A list of all product ingredients in descending order of predominance by weight or volume.	DPH Proposed Regs. § 40408(a)		
	If an edible product that contains an ingredient, flavoring, coloring, or an incidental additive that bears or contains a major food allergen, the word "contains," followed by a list of the applicable major food allergens. Here is a link to the FDA's list of major food allergens: https://www.fda.gov/food/resourcesforyou/consumers/ucm079311.htm	DPH Proposed Regs. § 40408(a)		


PRODUCT:	Requirement:	Source:	DATE: Compliant?:	Explanation:
	<p>DPH proposed defining "allergen" as "a major food allergen including any of the following: (1) Milk, eggs, fish (e.g., bass, flounder, or cod), Crustacean shellfish (e.g., crab, lobster, or shrimp), tree nuts (e.g., almonds, pecans, or walnuts), wheat, peanuts, and soybeans. (2) A food ingredient that contains protein derived from a food specified in (1), except the following: Any highly refined oil derived from a food specified in (1) and any ingredient derived from such highly refined oil."</p>			
	<p>If an edible product, the names of any artificial food colorings contained in the product.</p>	<p>DPH Proposed Regs. § 40408(a)</p>		
	<p>If an edible product, the amount, in grams, of sodium, sugar, carbohydrates, and total fat per serving.</p>	<p>DPH Proposed Regs. § 40408(a)</p>		
	<p>The lot number.</p>	<p>DPH Proposed Regs. § 40408(a)</p>		
	<p>Instructions for use, such as the method of consumption or application, and any preparation necessary prior to use.</p>	<p>DPH Proposed Regs. § 40408(a)</p>		

PRODUCT:	Requirement:	DATE:	Explanation:
The product expiration date, "use by" date, or "best by" date.	Source: DPH Proposed Regs. § 40408(a)	Compliant?:	
The unique identifier.	Source: DPH Proposed Regs. § 40408(a)		

IV. PROPOSITION 65 REQUIREMENTS

In this section of the checklist, the evaluator considers the container holding the cannabis product (i.e., the packaging) and the text and symbols (i.e., the labeling) on the container for compliance with the State of California's Proposition 65. The evaluator crosschecks the products ingredient list against the current list of Proposition 65 chemicals: <https://oehha.ca.gov/proposition-65/proposition-65-list>. Notably, "marijuana smoke" appears on the list as a chemical known to cause cancer. As a result, any cannabis product that requires or may result in the combustion or vaporization of cannabis should be deemed to be a product that causes exposure to a listed carcinogen.

COMPANY:	Requirement:	Source:	PRODUCT:	Compliant?:	Explanation:
	<p>If the product only contains a known (or may cause exposure) to a listed carcinogen, then the following label shall be included on the product or the product's immediate packaging in 6-point font:</p> <p>⚠ WARNING: Cancer - www.P65Warnings.ca.gov</p>	<p>California Code of Regs. § 25603(b)</p>			
	<p>If the product only contains a known (or may cause exposure) to a listed reproductive toxicant, then the following label shall be included on the product or the product's immediate packaging in 6-point font:</p> <p>⚠ WARNING: Reproductive Harm - www.P65Warnings.ca.gov</p>				
	<p>If the product contains (or may cause exposure) to both a listed carcinogen and a listed reproductive toxicant, then the following label shall be included on the product or the product's immediate packaging in 6-point font:</p>				

COMPANY:	Requirement:	Source:	PRODUCT: Compliant?:	Explanation:
	"  WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov"			

V. OVERALL ASSESSMENT

In this section of the checklist, the evaluator provides an overall assessment of the product's packaging and labeling and makes recommendations based on that overall assessment.

COMPANY:	PRODUCT: Overall Assessment:

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3220 Andrade, LLC

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GARDEN of EDEN

Employee Handbook

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WELCOME

1.1 Forward

Whether you have just joined our staff or have been with the Company for a while, we are confident that you will find our Company a dynamic and rewarding place in which to work, and we look forward to a productive and successful association. We consider the employees of 3220 Andrade, LLC dba Garden of Eden. (“We”, “Us”, “Company”, “Garden of Eden” or “GOE”) to be one of its most valuable resources. This handbook has been written to serve as the guide for our employer/employee relationship.

This Employee Handbook is presented as a matter of information and had been prepared to inform our employees about the Company’s its philosophy, employment practices, policies, and the benefits provided to our valued employees, as well as the conduct expected. While this handbook is not intended to be a book of rules and regulations or a contract, it does include some important guidelines, which employees should know. Except for the at-will employment provisions, the handbook can be amended at any time.

We hope this guide will help employees feel comfortable. The Company depends on its employees; their success is our success. Please do not hesitate to ask question. Every manager will gladly answer them. We believe employees will enjoy their work and their fellow employees here. We also believe that employees will find the Company a good place to work.

No one other than authorized management may alter or modify any of the policies in this employee handbook. No statement or promise by a supervisor, manager, or designee is to be interpreted as a change in policy, nor will it constitute an agreement with an employee.

Should any provision in this employee handbook be found to be unenforceable and invalid, such a finding does not invalidate the entire employee handbook, but only the subject provision. Nothing in this handbook is intended to infringe upon employee rights under Section Seven (7) of the National Labor Relations Act (NLRA) or be incompatible with the NLRA. **By signing the Acknowledgment and Receipt, you will be acknowledging the character of your employment as “At Will.”**

Employees are instructed to read this guide carefully, become familiar with the Company and our policies, and refer to it whenever questions arise.

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1.2 Living Wage

The Company will pay its full-time employees a living wage (at least 200% of the Federal Poverty Level for a family of two). Full-time employees are paid above state minimum wage and we provide employer-paid health insurance benefits.

2017 Federal Poverty Level Chart – Income Brackets for 2017 Premium Tax Credits

Contiguous 48 States				
Persons in Household	100% FPL	133% FPL (138%)*	250% FPL	400% FPL
1	\$11,880	\$15,800 (\$16,400)	\$29,700	\$47,550
2	\$16,020	\$21,300 (\$22,100)	\$40,050	\$64,100

1.3 At-Will Employment

Employment with the Company is at-will. Either the employee or the Company may terminate the employment relationship at any time, with or without notice or cause. The policies and procedures developed by the Company are designed to be guides regarding its present practices. The policies, procedures and practices are not intended to and do not create any contractual rights or an agreement of employment, either express or implied. The Company retains the right, in its sole discretion, to change or replace its policies and procedures at any time, with or without notice. Company policy requires all employees to be hired at-will and this policy cannot be changed by any oral modifications. There have been no implied or verbal agreements or promises to an employee that they will be discharged only under certain circumstances or after certain procedures are followed.

No one other than the general partner, managing member, or the Board of Directors of the Company have the authority to alter this at-will employment arrangement, or enter into an agreement for employment for a specified period of time. Furthermore, any such agreement must be in writing and must be signed by the general partner, managing member, or the Board of Directors of the Company.

1.4 Local Hire Policy

We have a company policy to hire employees who live close to our proposed facility, namely residents of Alameda County. In an effort to support our policy initiative we will also seek to utilize professional services from within the local area to stimulate all sectors of business from physical construction to professional services such as accountants, bookkeepers and web developers.

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A. Benefits of Local Hiring Practices

The benefits of bolstering local enterprise include but are not limited to:

- ✓ ensures that tax dollars are invested back into the local economy
- ✓ reduces the environmental impact of commuting
- ✓ fosters community involvement
- ✓ preserves local employment opportunities in construction

2 Workplace Commitments

2.1 Equal Opportunity Employment

It is the policy of the Company to provide equal employment opportunities to all qualified individuals and to administer all aspects and conditions of employment without regard to the following:

- Race
- Color
- Age
- Sex
- Sexual orientation
- Gender
- Gender identity
- Religion
- National origin
- Pregnancy
- Marital status
- AIDS/HIV
- Genetic information, including family medical history
- Physical or mental disability
- Medical condition
- Political activities or affiliations
- Child or spousal support withholding
- Domestic violence, assault, or stalking victim status
- Lawful conduct occurring during nonworking hours away from the employer's premises
- Military or veteran status
- Credit report or credit information
- Prior non-conviction arrest record
- Citizenship and/or immigration status
- Any other protected class, in accordance with applicable federal, state, and local laws

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The Company takes allegations of discrimination, intimidation, harassment and retaliation very seriously and will promptly conduct an investigation when warranted. . If any of our employees are caught violating this policy they will be subject to IMMEDIATE disciplinary action.

Equal employment opportunity includes, but is not limited to, employment, training, promotion, demotion, transfer, leaves of absence and termination.

2.2 Reasonable Accommodation

It is the policy of the Company to comply with all the relevant and applicable provisions of the federal Americans with Disabilities Act (ADA), as well as state and local laws concerning the employment of persons with disabilities. The Company will not discriminate against any qualified employee or job applicant because of a person's physical or mental disability with respect to any terms, privileges, or conditions of employment, including but not limited to hiring, advancement, discharge, compensation, and training.

Employees who become disabled should notify administration if the conditions of the disability impair their ability to perform the essential functions of their position. Where necessary and feasible, reasonable accommodations will be made for qualified disabled employees to perform the essential functions of the job in question, as long as the accommodation does not cause the Company undue hardship.

All employees are required to comply with safety standards. Applicants who pose a direct threat to the health or safety of other individuals in the workplace, which threat cannot be eliminated by reasonable accommodation, will not be hired. Current employees who pose a direct threat to the health or safety of the other individuals in the workplace will be placed on appropriate leave until a Management decision has been made in regard to the employee's immediate employment situation.

2.3 Lactation Accommodation

The Company provides a supportive environment to enable breastfeeding employees to express breast milk during work hours for up to one year following the birth of a child. Accommodations under this policy include a place, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public which may be used by an employee to express breast milk. Discrimination and harassment of breastfeeding mothers in any form is unacceptable and will not be tolerated.

2.4 Drug Free / Alcohol Free

The Company is dedicated to providing employees with a workplace that is free of drugs and alcohol. For the safety of our employees and clients, the Company reserves the right to test any employee for the use of illegal drugs or alcohol under state, federal, or local laws. This may be done in cases where the employee's job carries a risk of injury or accident due to

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such use, or if there is an apparent inability to perform the duties required of that position. Specific jobs may, at the Company's discretion, require regular drug testing. Drug or alcohol tests may be conducted after an accident or with reasonable suspicion of impairment while on the job. Under those circumstances the employee may be driven to a certified lab for the test at the Company's expense.

Any employee found to use, sell, possess or distribute drugs that are illegal under state, federal or local laws, including marijuana, or any unauthorized drugs (including excessive quantities of prescription or over-the-counter drugs) while on the Company premises, performing Company-related duties, or while operating any Company equipment is subject to disciplinary action, up to and including termination of employment. Any suspected illegal drugs confiscated will be turned over to the appropriate law enforcement agency.

Any employee taking medication should consult a medical professional to determine whether the drug may affect their personal safety or ability to perform the essential functions of the job and should advise their supervisor or manager of any job limitations. Upon notification of job limitations, the Company will make reasonable efforts to accommodate the limitation.

In compliance with Alameda County's Medical Cannabis Ordinance there shall be a sign posted in a "conspicuous location" stating:

"SMOKING, VAPING, INGESTING OR OTHERWISE CONSUMING CANNABIS ON THE PREMISES OR IN THE AREAS ADJACENT TO THE CANNABIS DISPENSARY. STRICTLY PROHIBITED AND ENFORCED."

We expect ALL employees to follow this rule and alert Security and/or Management immediately if you observe to suspect that an Employee or Patient is violating this rule.

2.5 Sexual Harassment & Other unlawful harassment

Sexual harassment and unlawful harassment are prohibited behavior and against Company policy. The Company is committed to providing a work environment free of inappropriate and disrespectful behavior, intimidation, communications and other conduct directed at an individual because of their sex, including conduct that may be defined as sexual harassment.

Applicable federal and state law defines sexual harassment as unwanted sexual advances, requests for sexual favors, or visual, verbal, or physical conduct of a sexual nature when: (1) submission of the conduct is made a term or condition of employment; or (2) submission to or rejection of the conduct is used as basis for employment decisions affecting the individual; or (3) the conduct has the purpose or effect of unreasonably interfering with the employees work performance or creating an intimidating, hostile, or offensive working environment. The following list contains examples of prohibited conduct. They include, but are not limited to:

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- Unwanted sexual advances;
 - Offering employment benefits in exchange for sexual favors;
 - Making or threatening reprisals after a negative response to sexual advances;
 - Visual conduct such as leering, making sexual gestures, or displaying sexually suggestive objects, pictures, cartoons, or posters;
 - Verbal conduct such as making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about any employee's body or dress;
 - Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, or suggestive or obscene letters, notes, or invitations;
 - Physical conduct such as touching, assault, or impeding and/or blocking movements;
 - Retaliation for reporting harassment or threatening to report harassment.
- Sexual harassment on the job is unlawful whether it involves coworker harassment, harassment by a manager, or harassment by persons doing business with or for the Company, such as clients, customers or vendors.

OTHER TYPES OF HARASSMENT

Prohibited harassment on the basis of race, color, religion, national origin, ancestry, physical or mental disability, veteran status, age, or any other basis protected under local, state or federal law, includes behavior similar to sexual harassment, such as:

- Verbal conduct such as threats, epithets, derogatory comments, or slurs;
- Visual conduct such as derogatory posters, photographs, cartoons, drawings, or gestures;
- Physical conduct such as assault, unwanted touching, or blocking normal movement;
- Retaliation for reporting harassment or threatening to report harassment.

RETALIATION

It is against Company policy and unlawful to retaliate in any way against anyone who has lodged a harassment complaint, has expressed a concern about harassment, including sexual harassment, or has cooperated in a harassment investigation. Therefore, the initiation of a complaint, in good faith, will not under any circumstances be grounds for disciplinary action.

ENFORCEMENT

All managers and supervisors are responsible for:

- Implementing the Company policy on harassment, which includes, but is not limited to, sexual harassment and retaliation;
- Ensuring that all employees they supervise have knowledge of and understand the Company policy;
- Reporting any complaints of misconduct to the designated company representative so they may be investigated and resolved internally;

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- Taking and/or assisting in prompt and appropriate corrective action when necessary to ensure compliance with the policy; and;
- Conducting themselves in a manner consistent with the policy.

HARASSMENT COMPLAINT PROCEDURE

The Company's complaint procedure provides for an immediate, thorough and objective investigation of any claim of unlawful or prohibited harassment, appropriate disciplinary action against one found to have engaged in prohibited harassment, and appropriate remedies for any victim of harassment. A claim of harassment may exist even if the employee has not lost a job or some economic benefit.

Anyone who has been subjected to the conduct prohibited under this policy, or who has knowledge of such conduct, should report this information following the normal Complaint Procedure as soon as possible. However, employees are not required to report any prohibited conduct to a supervisor who may be hostile, who has engaged in such conduct, who is a close associate of the person who has engaged in the conduct in question or with whom the employee is uncomfortable discussing such matters. Complaints regarding harassment or retaliation may be oral or in writing. Any individual who makes a complaint that is demonstrated to be intentionally false may be subject to discipline, up to and including termination.

All reported incidents of prohibited harassment will be promptly investigated. When the investigation is complete, a determination regarding the reported harassment will be made and communicated to the employee who complained and to the accused harasser. During the investigation, confidentiality will be preserved to the fullest extent possible without compromising the Company's ability to conduct a good faith and thorough investigation.

If the Company determines that prohibited harassment has occurred, the Company will take effective remedial action commensurate with the circumstances. Appropriate action will also be taken to deter any future harassment. If a complaint of prohibited harassment is substantiated, appropriate disciplinary action, up to and including discharge, will be taken.

The Company recognizes that actions that were not intended to be offensive may be taken as such. An employee who believes that they have been subjected to sexual harassment by anyone is encouraged, but not required, to promptly tell the person that the conduct is unwelcome and ask the person to immediately stop the conduct. A person who receives such a request must summarily comply with it and must not retaliate against the employee for rejecting the conduct. The Company encourages, but does not require, individuals to take this step before utilizing the above Complaint Procedure.

2.6 Abusive Conduct

Abusive conduct means malicious conduct of an employer or employee in the workplace that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate

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business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act will generally not constitute abusive conduct, unless especially severe and egregious.

The Company considers abusive conduct in the workplace unacceptable and will not tolerate it under any circumstances. Employees should report any abusive conduct to a supervisor or manager with whom employees are comfortable speaking. Supervisors and managers are to assume the responsibility to ensure employees are not subjected to abusive conduct. All complaints will be treated seriously and investigated promptly. During the investigation process the Company will attempt to maintain confidentiality to the fullest extent possible.

It is a violation of Company policy to retaliate or otherwise victimize an employee who makes a complaint or a witness who serves in the investigation of the abusive conduct allegation.

2.7 Complaint Procedure

All employees are responsible for respecting the rights of their co-workers. The Company wishes to create for its employees an atmosphere free of discrimination and harassment, sexual or otherwise. Accordingly, an employee who believes that he or she or another employee has been the subject of any form of harassment or discrimination should immediately report such conduct by calling the Human Resources Department, or reporting the conduct to a Company manager. In order to ensure that there is no confusion or misunderstandings, where possible, such reports should be made in writing. The Company will investigate all reports of harassment or discrimination promptly and will keep the identity of the individual making the report and all aspects of the report and investigation confidential, to the extent reasonably possible and to the extent that confidentiality does not interfere with the ability to properly investigate the complaint. Discrimination or harassment in the workplace is a violation of federal, state and local laws under which Company employees are protected. Therefore, the Company encourages each employee to promptly report all incidents of prohibited conduct. Employees should rest assured that the Company will not take or permit any action in retaliation or reprisal for reports of harassment or sexual harassment that are made in good faith.

If the result of the investigation indicates that an employee has violated the Company's Equal Employment Opportunity Policy or the Company's Unlawful Harassment and Discrimination Policy, the Company shall take appropriate disciplinary action, up to and including termination. The Company prohibits any form of retaliation against any employee for filing a bona fide complaint under this policy or for assisting in a complaint investigation. The Company expects employees to use good faith when making complaints and not to intentionally make false or misleading statements. Disciplinary action may be taken against

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any individual who makes a bad faith complaint, who interferes with an investigation, or who knowingly makes a false or misleading statement in the course of an investigation. Employees are expected to be truthful and cooperative at all times.

2.8 Open Door Policy

The Company encourages employees to bring their work-related questions, suggestions and complaints to our attention. Your input is important to us, and you should bring your good faith concerns to the attention of your supervisor or the Human Resources without the fear of retaliation. We will consider and investigate the concerns brought to our attention in order to attempt to resolve problems and/or improve our operations. We hope to be able to satisfactorily resolve most matters.

Our experience has shown that when employees deal openly and directly with supervisors and/or Human Resources, the work environment can be excellent, communications can be clear, and attitudes can be positive.

2.9 PROBLEM RESOLUTION

The Company is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere. Employees are encouraged to offer positive and constructive criticism.

If employees disagree with established rules of conduct, policies, or practices, they can express their concern through the problem resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with the Company in a reasonable, business-like manner, or for using the problem resolution procedure.

If a problem occurs when employees believe that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to make use of the following steps. The employee may discontinue the procedure at any step.

1. Employee presents problem to immediate supervisor after incident occurs. If supervisor is unavailable or employee believes it would be inappropriate to contact that person, employee may present problem to immediate supervisor's manager or any other member of management.
2. Supervisor responds to problems during discussion or after consulting with appropriate management, when necessary. Supervisor documents discussion.
3. Employee presents problem to Division General Manager if problem is unresolved.
4. Division General Manager counsels and advises employee, assists in putting problem in writing, visits with employee's manager(s), if necessary, and directs employee to Division President for a review of the problem.
5. Employee presents problem to Division President in writing.

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6. Division President reviews and considers problem. Division President informs employee of decision and forwards copy of written response to the employee's file. The Division President has full authority to make any adjustment deemed appropriate to resolve problem.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each other.

2.10 Employee Literacy Education Assistance

The Company will reasonably accommodate and assist any employee who reveals a problem with literacy and requests assistance in enrolling in an adult literacy education program, provided that it does not impose an undue hardship on the Company.

The Company will make reasonable efforts to safeguard the privacy of the employee as to the reason for their request under this policy. Approved time off of work to enroll and participate in an adult literacy education program will be unpaid; exempt employees will be paid in according with the Fair Labor Standards Act (FLSA).

2.11 Waste Management

The Company supports environmental awareness by encouraging waste management in its business practices and operating procedures. This support includes a commitment to the purchase, use, and disposal of products and materials in a manner that will best utilize natural resources and minimize any negative impact on the earth's environment.

The Company encourages reducing and, when possible, eliminating the use of disposable products. Source reduction decreases the consumption of valuable resources through such workplace practices as:

- Communication through computer networks with e-Mail
- Two-sided photocopying
- Eliminating fax cover sheets
- Reusing paper clips, folders, and binders
- Reusing packaging material
- Reusing wooden pallets
- Turning off lights when not in use
- Utilizing Public Transportation and/or Carpooling when possible

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2.12 Registry

A registry of persons including, but not limited to (a) *employees*; (b) contractors, and (c) volunteers, who are regularly engaged in the operation of the dispensary and its delivery will sign into the Registry which will be kept in the Management Office. The Registry shall include your name, current residential address, telephone number, date of birth and the height, weight and eye color.

3 Employee Health & Safety

3.1 Workplace Safety

The Company is committed to providing and maintaining a healthy and safe work environment for all employees. However, a safety program can only be successful if everyone cooperates. Employee assistance in eliminating hazards and unsafe conditions and attention to good housekeeping will do much to make the Company a safe place to work. Every employee is required to follow safe and healthy work practices at all times. Employees may be subject to discipline for engaging in any unsafe or unhealthy work practices.

In addition to compliance with safety measures imposed by federal Occupational Safety and Health Act (OSHA) and state law, the Company has an independent interest in making its facilities a safe and healthy place to work. The Company recognizes that employees may be in a position to notice dangerous conditions and practices and therefore encourages employees to report such conditions, as well as all non-functioning or hazardous equipment, to a supervisor or manager immediately. Appropriate remedial measures will be taken when possible and appropriate.

Employees will not be retaliated or discriminated against for reporting of accidents, injuries, or illnesses, filing of safety-related complaints, or requesting to see injury and illness logs.

Employees are required to promptly report all injuries at work, or other work-related injuries, no matter how minor, to their immediate supervisor. Supervisors are responsible for obtaining first aid and proper medical care, and promptly reporting the injury to Human Resources, who will fill out all appropriate forms and reports. The location of the nearest doctor and/or medical facility is posted on the bulletin board(s). An employee's employment status will not be affected by the report of a work-related injury or the filing of a workers' compensation claim.

The Company provides insurance for all work-related injuries or illness. The name of the Company's workers' compensation insurance carrier and other pertinent information is posted. The carrier governs all insurance benefits provided by the Company. These contracts shall not be limited, expanded or modified by any statements of Company personnel or

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Company documents. Any discrepancies shall be determined by reference to the insuring contracts

Neither the Company nor the Company's workers' compensation insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the Company.

Please see Appendix A for the Company's Injury and Illness Prevention Program

3.2 Workplace Security

It is the intent of the Company to provide a safe workplace for employees and to provide a comfortable and secure atmosphere for customers and others with whom the Company does business. The Company has zero tolerance for violent acts or threats of violence.

The Company expects all employees to conduct themselves in a non-threatening, non-abusive manner at all times. No direct, conditional, or veiled threat of harm to any employee or Company property will be considered acceptable behavior. Acts of violence or intimidation of others will not be tolerated. Any employee who commits, or threatens to commit a violent act against any person while on Company premises will be subject to immediate discharge.

Employees within the Company share the responsibility in identification and alleviation of threatening or violent behaviors. Any employee who is subjected to or threatened with violence, or who is aware of another individual who has been subjected to or threatened with violence, should immediately report this information to their supervisor, manager or designee. Any threat reported will be carefully investigated and employee confidentiality will be maintained to the fullest extent possible.

3.3 Restrooms

Restrooms are for staff, patients and qualified care givers only. Should a person request to use the restroom that is not a patient they must be escorted by security to ensure they are not allowed in any secure areas. In accordance with County policy there will be two gender bathroom options.

3.4 Safety Regulations

A violation of any one of the below safety and security regulations is grounds for disciplinary action, up to and including immediate discharge. This list is illustrative only, and not exhaustive.

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1. Law Enforcement shall be given unrestricted access during hours of operation. Please alert Management and Security if Law Enforcement requires any information.
2. Employees are permitted to enter and be present in the Company premises only during regularly scheduled working hours, including overtime hours, unless authorized otherwise by the Company chief executive.
3. Employees' movements within the Company premises are restricted to the areas in which they perform their assigned job duties, unless authorized otherwise.
4. Employees' handling of, or possession of, Company property, material, or products is restricted to the minimum period that is necessary in the performance of their assigned job duties.
5. Employees are prohibited from removing Company material or products, or materials held or produced by the Company for its customers, from plant premises unless such removal is a prior designated function of their assigned duties or unless they have prior written authorization for removal from authorized management personnel.
6. The Company reserves the right to open and inspect the contents of all packages, briefcases, pocketbooks, and other material in an employee's possession when the employee is entering or exiting any of its facilities or at any other time.
7. The Company reserves the right to restrict the size and/or type of packages or material that an employee may bring into its facilities.
8. Employees are prohibited from bringing cameras into any facility without prior written approval from authorized management personnel.
9. If Company maintains electronic card-access systems on the premises doors, each employee will be required to scan their personal card-key to enter the premises. Employees may not allow other employees or other persons to enter the premises with them through the use of their card-key.
10. If Company maintains surveillance cameras on the premises, such surveillance cameras are only used to deter theft and provide evidence of occurrences after the fact. Employees should be aware that Company does not employ full-time security personnel to watch these cameras on a real-time basis and should always use necessary precautions when entering and leaving the premises.
11. Restrooms are NOT under video surveillance. If at anytime you suspect unlawful behavior taking place in a restroom please advise Management and Security Immediately.
12. Under no circumstances may an employee bring or carry any weapons into any of Company's facilities. This includes knives and/or concealed handguns even if the employee is licensed to carry such weapons.

3.5 Driving Safety

The safety and well-being of our employees is of critical importance to the Company. We therefore each have a responsibility to not only protect ourselves when on the road but also should do our part to protect those around us. Employees that are required to drive on Company business will be expected to consistently follow all the safety procedures below.

1. All employees are expected to wear seat belts at all time while in a moving vehicle being used for Company business, whether they are the driver or a passenger.

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2. Use of handheld devices, whether personal or Company-owned, while behind the wheel of a moving vehicle is strictly prohibited. This includes the use for making or receiving phone calls, sending or receiving text messages or e-mails, and downloading information from the web. If an employee needs to engage in any of these activities while driving, they must pull over to safe location and stop the vehicle prior to using any device.
3. Employees are required to turn off cell phones or put them on vibrate before starting their car. Employees may consider changing their voicemail message to indicate that they are unavailable to talk, as they are driving. Employees are permitted and encouraged to communicate to clients, associates, and business partners of the policy as an explanation as to why calls may not be returned immediately.
4. Although use of cell phones under any circumstances is strongly discouraged while driving, the use of hands-free technology may be warranted in emergency circumstances only.
5. The use of other handheld electronic devices, such as iPads, iPods, laptops, electronic readers, and the like are strictly prohibited while driving a vehicle on Company business.
6. Engaging in other distracting activities including, but not limited to, eating, putting on makeup, reading, or changing radio stations or music is also strongly discouraged while driving, even when in slow-moving traffic.
7. The use of alcohol, drugs, or other substances including certain over-the-counter cold or allergy medications that in any way impair driving ability is prohibited.
8. All employees are expected to follow all driving laws and safety rules, such as adherence to posted speed limits and directional signs, use of turn signals, and avoidance of confrontational or offensive behavior while driving.
9. All passengers must be approved by management in advance of travel.
10. Employees should never allow anyone to ride in any part of the vehicle not specifically intended for passenger use and/or any seat that does not include a working seat belt.
11. Employees must promptly report any accidents to local law enforcement as well as to the Company in accordance with established procedures.
12. Employees are also required to report any moving or parking violations received while driving on Company business and/or in Company vehicles.
13. Insurance must be maintained current as a term and condition of continuing employment in positions that require driving.

Employees are not to drive a personal vehicle for Company business unless authorized to do so. If the job requires an employee to operate their personal vehicle, the employee will be required to submit proof of a current and valid state driver's license. If employees use their own vehicle, either by authorization or requirement to carry out the business of the Company, they must submit a photocopy of the cover page of their insurance policy covering that vehicle as proof of insurance.

3.5 Delivery Procedure

The Company does not offer delivery at this time. Please offer patients the following company numbers if they are unable to drive themselves.

1. Alameda Cab Company: [\(510\) 523-8200](tel:5105238200)

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2. Guru Cab: [\(510\) 355-4836](tel:(510)355-4836)
3. Welcome Transport Group: [\(510\) 522-8911](tel:(510)522-8911)

3.6 Use of Equipment & Vehicles

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using the Company property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, standards, and guidelines.

If an employee operates any vehicle (whether owned or not owned by the Company) through the scope of their employment with the Company, such employee is required to maintain a valid driver's license and the minimum state requirement of driver's insurance at all times. A violation of this requirement can result in disciplinary action, up to and including termination.

Please notify your supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Your supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use of operation of equipment or vehicles can result in disciplinary action, up to and including termination.

3.7 Automobile Accident

If an employee is involved in an automobile accident while on Company business (in a personal or Company vehicle) they must report the accident to their supervisor or manager immediately. Employees should request and obtain a police report and police investigation at the scene of the accident. Employees should not admit liability or guilt and should not apologize or say they are sorry under any circumstances, even if they believe they are at fault.

3.8 Smoking

In accordance with the Company's intent to provide a safe and healthful work environment, smoking is prohibited throughout the workplace. California law prohibits smoking in any public building or within 20 feet of a main entrance, exit, or window of a public building. For those who choose to smoke, you may do so outside during rest or meal periods provided. Where state law mandates, employees may smoke only in designated outside smoking areas. This policy applies equally to all employees, customers, and visitors.

3.9 Company Equipment Operations Requirements

At times and frequency determined by the Company in its sole discretion, the Company may require training and certification of suitability to operate equipment on behalf of the Company, particularly when safety of the Company's employees and property may be

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affected by the operation of such equipment. For example, a forklift operator may be subject to this requirement.

3.10 Inspections & Searches

Any items brought to or taken off Company premises, whether property of the employee, the Company, or a third party, are subject to inspection or search unless prohibited by state law. Desks, lockers, workstations, work areas, computers, USB drives, files, e-mails, voice mails, etc. are also subject to inspection or search, as are all other assets owned or controlled by the Company. The Company may monitor any telephone conversation employees have on Company owned or controlled equipment, premises, or property. Any inspection or search conducted by the Company or its designees may occur at any time, with or without notice.

3.11 Inspections & Searches

Law Enforcement shall be given unrestricted access during hours of operation. Please alert Management and Security if Law Enforcement requires any information.

3.12 Cash Management Policies

You will be responsible for acknowledging a copy of receipt of this Guide, and will be required to follow all of the requirements therein. Failure to follow the policy and procedures will result in immediate termination.

Policy: Cash is not to be accepted or disbursed by Dispensary employees unless that employee has been authorized by the Manager to handle cash for a specified purpose. When an employee receives cash, it is to be deposited promptly into the appropriate authorized cost center. Any employee that handles cash is responsible for that cash. Retention of cash received from outside sources for use as petty cash or for making change is prohibited. Use of cash funds or cash receipts for cashing checks is prohibited.

Purpose: This document establishes policies and procedures for handling all cash activities at the facility, including cash acceptance, the deposit of cash, and change fund maintenance.

Scope: All employees of the Facility are responsible for complying with the policies and procedures described below.

Definitions:

“Cash” is U. S. currency (dollars and coins)

“Manager on Duty” is the Dispensary Manager, Assistant Dispensary Manager, shift leader or supervisor that is responsible for the operation of the Dispensary during a particular shift.

Best Practices Procedure:

INTERNALCONTROLS

- ✓ Access to cash shall be limited and all funds shall be kept secure at all times.

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- ✓ Cash receipts/handling operations are subject to management review. In all instances, one person will check the work performed by another.
- ✓ All cash receipts must be completely and accurately recorded in the financial records of the Dispensary.
- ✓ Appropriate separation of duties shall be employed in all cash operations/handling functions.
- ✓ All cash receipts shall be deposited daily.

SAFEGAURDS

- ✓ Employees shall count all cash drawers and safe transfers in a location in the facility that is not accessible by customers.
- ✓ Cashiers shall not count or reconcile cash drawers while standing at the cash register during business hours.
- ✓ All change funds and cash register drawers shall be kept in a locked safe when not in use.
- ✓ Deposits bags shall be stored in a separate, locked section of the safe.
- ✓ Only the Dispensary Manager and Assistant Dispensary Manager shall have access to the safe combination and the safe room.

CASH DRAWER INTEGRITY

- ✓ The Manager on Duty shall assign a register to each employee prior to the beginning of each shift.
- ✓ Each employee shall be solely responsible for all transactions completed during their shift on their assigned register.
- ✓ Each employee shall open and close their own cash drawer, regardless of the length of his or her shift.
- ✓ Sharing registers is strictly prohibited.

CASH DRAWERS – OPENING BALANCE

- ✓ Each cash drawer shall open with a beginning balance of \$500 to allow for purchase of material, or change for purchase from the facility.
- ✓ Cash drawers shall be reconciled prior to the start of the shift to ensure the accuracy of the opening balance – see Section 10.0 “CASH DRAWER RECONCILIATION” of the policy for further instruction.
- ✓ Employees may not accept a drawer that they have not had the opportunity to count.
- ✓ Any discrepancies (overage/shortage) in the cash drawer shall be documented and remedied prior to the start of the shift.

PERFORMING CASH TRANSACTIONS

- ✓ Ring transaction into register
- ✓ Subtotal sale and tell customer total amount owed.

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- ✓ Take cash from customer, and lay cash on top of the cash drawer. Do not put the customer's money in the cash drawer until you've counted their change back to them. This avoids any misunderstandings pertaining to how much money was originally given and how much change is needed.
- ✓ Do not accept foreign coins, currency, or foreign travel checks.
- ✓ Enter the amount of cash received then press the cash tender key on the register.
- ✓ Count out the change to the customer, if any, by starting with the amount of the sale and counting up to the amount they paid with. Put the change into the customer's hand whenever possible.
- ✓ Put payment in drawer in appropriate slots; face up in one direction.
- ✓ Close cash drawer.
- ✓ Place merchandise in bag and hand the customer their receipt.

CASH DRAWER MAINTENANCE

- ✓ Lay bills and charge slips in tray with all bills and charge slips face up and in the same direction in the cash drawer.
- ✓ Coins shall remain wrapped until needed.
- ✓ Exchanging money between registers is strictly prohibited. Employees shall notify the manager on duty to request change.
- ✓ If additional change is provided, the Employee shall count the change before placing it in the cash drawer.

CASH PULLS

- ✓ Cash register drawers shall contain only the amount of cash needed for change purposes. Excess cash shall be removed from the drawer and deposited in the safe periodically throughout each shift.
- ✓ The manager on duty shall inspect each cash drawer in the middle of each shift to ensure cash drawers are within established limits.
- ✓ Employees shall discretely notify the manager on duty in the event large cash receipts the manager on duty shall remove excess large bills in multiples of \$100 and secure them in the safe, clearly labeled with which drawer and shift they came from.
- ✓ Both the manager on duty and the employee responsible for the cash drawer should count the amount taken from the drawer.

CHANGE FUND

- ✓ A Change Fund may be established to provide change for payments received for goods or services rendered by the Facility.
- ✓ The Change Fund may not be used to procure goods or services, make cash advances or for petty cash needs.
- ✓ Change funds must be reconciled on a weekly basis by the Facility Manager.

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- ✓ It is the responsibility of the Facility Manager to limit the use of the change fund to legitimate and allowable dispensary-related financial transactions.
- ✓ Change funds may not be commingled with other types of facility funds or personal funds. Change Funds must be approved by the Chief Operations Officers and the amount is the sole discretion of the Chief Operations Officer.

CASH DRAWER SECURITY

- ✓ All unattended Cash Register drawers shall be locked.
- ✓ Keys shall not be left in the register or in plain sight of the customer.
- ✓ Employees shall log off before leaving a register unattended.

CASH DRAWER RECONCILIATION

- ✓ Cash Drawers shall be reconciled upon opening, shift changes, and closing. This process requires two employees to work side by side to count all cash in the cash drawer. Neither employee shall leave the secured area or the cash drawer in the possession of the other employee, until the cash is secured in the safe or returned to the cash register.
- ✓ Cash drawers shall be reconciled one drawer at a time.
- ✓ One employee shall start with the bills of the highest denomination and count the number of bills.
- ✓ Once counted the employee shall annotate that count on a piece of paper.
- ✓ The second employee shall count the same stack of bills and annotate his/her count on a separate piece of paper.
- ✓ Each employee shall continue thru the drawer counting each denomination in the same manner
- ✓ Once all cash is counted the employees shall compare their counts for accuracy.
- ✓ If reconciling the cash drawer at the beginning of the shift:
 - Promptly place and secure the cash drawer in the register.
 - Repeat steps 10.1 – 10.6 for each cash drawer prior to opening each additional register.
- ✓ If reconciling the cash drawer at the end of the shift or at closing:
 - ✓ Complete the Cash Drawer Reconciliation Form
 - ✓ Print and attach a copy of the Industry Standard software system
 - ✓ Closing Report to the Cash Drawer Reconciliation Form.
 - ✓ Prepare the Deposit (see Section 11.0 “DEPOSITS”); Place the remaining bills (the beginning balance) into a bank bag and secure the cash drawer and the bank bag containing the next day’s opening balance in the safe.
- ✓ If any drawer has a discrepancy in the count, a recount must take place immediately. If there is still a discrepancy after recount, the manager on duty

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shall investigate and determine the reason for the discrepancy before leaving the store for that day.

DEPOSITS

- ✓ A deposit shall be prepared and secured in the safe immediately after reconciling each cash drawer at closing or at the end of a shift. All cash in excess of the opening balance shall be deposited.
- ✓ Once confirmed all cash in excess of the opening balance from that drawer will be placed in an envelope and sealed.
- ✓ Once the envelope is sealed the date and time shall be placed on the envelope.
- ✓ The envelope shall be placed in a bank bag and secured in the safe separate from any other funds.

If you have questions about any of the following procedure please ask your manager.

4. Company Policy and Procedures

4.1 Immigration Law Compliance

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete page 1 of the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility within 3 days of hire. Former employees who are rehired also must complete the form if they have not completed an I-9 with the Company within the past three years, or if their previous I-9 is no longer retained or valid. All completed original I-9 forms are to be maintained centrally at the Company's corporate office. The forms, or any related documentation, are not to be kept at individual company offices or client properties.

4.2 Electronic Assets Usage

The Company recognizes that use of the internet has many benefits for the Company and its employees. The internet and email make communication more efficient and effective. Therefore, employees are encouraged to use the internet appropriately if required by their job. Use of the internet for non-work purposes should be held to a reasonable limit; reasonableness will be determined by management. Non-work internet usage may be prohibited. If employees have questions about what constitutes reasonable usage they should not hesitate to contact their manager or supervisor.

The following guidelines have been established for using the internet and email in an appropriate, ethical, and professional manner:

- Employees are prohibited from placing any passwords or restrictors on any document, computer, or computer software without the prior permission of their supervisor or manager. Any password or restrictor must be revealed to and maintained by a second

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authorized source. Removing, changing, deleting, or erasing any Company information without the appropriate authorization is strictly prohibited.

- Company internet and email access may not be used for transmitting, retrieving, or storing of any communications of a defamatory, discriminatory, or harassing nature, or materials that are obscene or X-rated. No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes, sexual preference, or any other federal or state protected status may be transmitted. Harassment of any kind is prohibited.
- Disparaging, abusive, profane, or offensive language (materials that would adversely or negatively reflect upon the Company or be contrary to the Company best interests) and any illegal activities including piracy, cracking, extortion, blackmail, copyright infringement, and unauthorized access to any computers on the internet or email are forbidden.
- Copyrighted materials belonging to entities other than the Company may not be transmitted by employees on the Company's network. All employees obtaining access to another company's or individual's materials must respect all copyrights and may not copy, retrieve, modify, or forward copyrighted materials except with permission or as a single copy to reference only. If employees find something on the internet that may be interesting to others, they should not copy or download it. Instead, they can give the URL (uniform resource locator or "address") to the person who may be interested in the information and have that person look at it on their own.
- Employees should not use the system in a way that disrupts its use by others. This includes but is not limited to streaming of any video, unless work-related, streaming of music unless approved by management, sending or receiving many large files, and sending email messages to an excessive number of users or sending emails that are not work-related in content.
- The internet is full of useful programs that can be downloaded, but some of them may contain computer viruses or spyware that can extensively damage our computers and compromise security of Company information. Be sure to virus-check downloaded files immediately. Also, many browser add-on packages (called "plug-ins") are available to download. There is no guarantee that such will be compatible with other programs on the network and such may cause problems; therefore, please refrain from downloading such plug-ins.
- Each employee is responsible for the content of all text, audio, or images that they place on Company drives or send over the Company's internet and email system. No email or other electronic communications may be sent which hides the identity of the sender or represents the sender as someone else. Also, be aware that the Company's name is attached to all messages so use discretion in formulating messages.
- Email is not guaranteed to be private or confidential. All electronic communications are Company property. Therefore, the Company reserves the right to examine, monitor and regulate email messages, directories and files, as well as internet usage. Also, the internet is not secure so don't assume that others cannot read or possibly alter messages.
- Internal and external email messages are considered business records and may be subject to discovery in the event of litigation. Be aware of this possibility when sending email within and outside the Company.

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All Company-supplied technology including computer systems and Company-related work records belong to the Company and not the employee. The Company routinely monitors usage patterns for its email and internet communications. Although encouraged to explore the resources available on the internet, employees should use discretion in the sites that are accessed. Unacceptable usage of the internet can place the Company and others at risk.

Since all the computer systems and software, as well as the email and internet connection are Company-owned, all Company policies are in effect at all times. Any employee who abuses the privilege of Company-facilitated access to email or the internet may be denied access to the internet.

4.3 Bring Your Own Device

Use of personal electronic devices for work purposes, including but not limited to smartphones, tablets, laptops and computers is allowed only when management has provided written authorization and may be limited to certain employees or departments.

During working hours and while conducting Company business, employees must exercise the same discretion in using their personal devices as is expected for the use of Company devices. All Company policies in effect pertaining to harassment, discrimination, retaliation, proprietary information, trade secrets, confidential information, and ethics apply to the use of personal devices for and during work-related activities.

Non-exempt employees are not authorized to use their personal devices for work purposes, included delivery, unless they receive authorization in advance from management. This includes but is not limited to reading, sending, or responding to work related e-mails, sending text messages, and answering or initiating phone calls.

Employees may not use their personal devices for work purposes during periods of unpaid leave without prior management authorization. The Company reserves the right to deactivate the Company's information and access on the employee's personal device during periods of unpaid leave.

To ensure the security of proprietary Company information and technology, employees who have been authorized by management to use personal devices are required to comply with Company requirements regarding the installation of antivirus software, additional encryption software, and "remote-wipe" software. All Company-related information and applications must be stored in a way that is password-protected and secure. Cloud-based applications or backup software programs may not be used unless authorized specifically by management as these programs may allow Company-related information to be transferred to unsecure parties. Additionally, employees may not use unsecure internet connections.

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When personal devices are being used for work purposes, employees should not expect any privacy except that which is governed by law. The Company has the right, at any time, to monitor any communications that utilize the Company's networks in any way, including data, voicemail, telephone logs, internet use, network traffic, etc. to determine proper use. The Company reserves the right to review, retain, monitor or release personal and/or Company-related data on personal devices to government agencies or third parties during an investigation or litigation. The Company may review the activity and analyze usage patterns and may choose to publicize these data to assure that the Company's resources in these areas are being utilized according to this policy. Finally, no employee may knowingly disable, tamper with, alter, or destroy any network software or system identified as a monitoring application.

Employees are expected to reasonably protect personal devices used for work-related purposes from loss, damage, and theft. If a personal device is lost or stolen the employee must notify the Company immediately. The Company may choose to remotely wipe Company-related data. The Company is not responsible for the loss or damage of other data and applications on the device when it is remotely wiped. The Company bears no responsibility for replacing or repairing personal devices that are damaged, even if that damage occurs on Company property and/or during working hours.

The employee may be asked to produce any personal device used for work purposes at any time for inspection or review of compliance with policy. When an employee resigns or is terminated, the employee must cooperate in allowing access to the personal device so that the Company can remove all Company data.

4.4 Social Media

We understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

This policy applies to all Company employees.

Guidelines: In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not employed or affiliated with the Company, as well as any other form of electronic communication.

The same principles and guidelines found in Company policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that

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any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects members, customers, suppliers, people who work on behalf of the Company or the Company's legitimate business interests may result in disciplinary action up to and including termination.

Under no circumstances is an employee allowed to post anything that can have an adverse effect on the interest of the business. Such offenses can include but not limited to:

Know and follow the rules: Carefully read these guidelines, as well as the Company's Voicemail, E-mail and Technology Policy and its Unlawful Harassment and Discrimination Policy, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be respectful: Always be fair and courteous to fellow employees, customers, members, suppliers or people who work on behalf of the Company. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Open Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, members, employees or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or Company policy.

Be honest and accurate: Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the Company, fellow employees, members, customers, suppliers, people working on behalf of the Company or competitors.

Post only appropriate and respectful content:

- Maintain the confidentiality of the Company's trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications.
- Respect financial disclosure laws. It is illegal to communicate or give a "tip" on inside information to others so that they may buy or sell stocks or securities. Such online conduct may also violate the Insider Trading Policy.
- Do not create a link from your blog, website or other social networking site to the Company's website without identifying yourself as a Company employee.

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- Express only your personal opinions. Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Company, fellow employees, members, customers, suppliers or people working on behalf of the Company. If you do publish a blog or post online related to the work you do or subjects employed with the Company, make it clear that you are not speaking on behalf of the Company. It is best to include a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of the Company.”
- Employees are never allowed to post pictures from BOH (Back of House);
- Images near safes;
- Images in the manager’s office, sales floor or lobby;
- Company’s profit or product;

Using Social Media at Work

Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by your manager or consistent with the Company Equipment Policy. Do not use Company email addresses to register on social networks, blogs or other online tools utilized for personal use.

Retaliation is Prohibited

The Company prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Media Contacts

Employees should not speak to the media on the Company’s behalf without contacting the Human Resources department. All media inquiries should be directed to them.

If you have questions or need further guidance, please contact your HR representative/Manager.

4.5 Conflicts of Interest – Employment of Family or Personal Relations

For the purposes of this policy, “family relations” are defined as an employee’s spouse, domestic partner, child, parent, sibling, grandparent, in-law, step-relation, aunt, uncle or cousin. Personal relations are ones that extend beyond the normal work environment, and may include individuals who are dating, living together, or involved romantically.

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Employment with the Company is based on an individual's qualifications. Management of individuals who are family or personal relations can create perceptions of favoritism, potential conflicts of interest, and problems with employee morale. In addition, personal conflicts from outside the work environment can be carried into day-to-day working relationships. Employment of individuals with family or personal relations is permitted provided it does not result in direct or indirect reporting relationships in the workplace. An individual should not be in a position where a relative or person with whom the individual has a personal relationship would be subject to their supervision or within their reporting relationship. Employment of family or personal relations may not continue if such employment creates an actual or apparent conflict of interest.

In an effort to prevent favoritism, morale problems, disputes or misunderstandings, and potential unlawful harassment claims, supervisors are strongly discouraged from dating, engaging in sexual relationships, or engaging in personal relations as defined above with subordinate employees. Where such a relationship is undertaken, the employee cannot be or remain in a direct or indirect reporting relationship with the supervisor or manager. Even if there is no supervisory relationship involved, where a conflict or the potential for a conflict of interest arises, the parties may be separated at work by reassignment.

In all cases, in the event such a relationship is undertaken between a supervisor and a subordinate employee, the parties are required to disclose to management that such a relationship exists. Both parties may be required to confirm in writing that the relationship is consensual. Both parties to the relationship are also required to disclose to management when the relationship ends. In the event that such a relationship exists or existed, and such disclosures have not been made, the relationship will be presumed to be consensual. Failure to report such a relationship may result in discipline, up to and including termination. As set forth above, co-workers are also discouraged from dating or pursuing romantic relationships with each other. Where a conflict or the potential for conflict arises, the parties may be separated by reassignment. **This policy must be considered in hiring, assignments, transfers and promotions.** Employees cannot be transferred into such a reporting relationship without management's approval. Any questions regarding this conflict of interest policy should be directed to Company management.

4.6 Confidentiality

There must be no disclosure of any confidential information or trade secrets to anyone outside the Company without the appropriate authorization. Confidential information may include internal reports, policies, procedures, and other internal business-related communications. Trade secrets may include information regarding the development of systems, processes, products, design, instruments, formulas and technology. In addition, always respect financial disclosure laws and third party intellectual property.

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It is an employee's duty and responsibility to safeguard all confidential information. This includes the dissemination of information by any available means, including but not limited to telephone, fax, and email.

When any inquiry is made regarding an employee or any former employee, the inquiry must be forwarded to a supervisor or manager without comment from the employee. When any inquiry is made regarding any client, the inquiry must be forwarded to a supervisor or manager.

Confidential information may be disclosed and/or discussed only on a "need to know" basis. Conversation of a confidential nature must never be held within earshot of the public or clients.

This policy is intended to alert employees to the need for discretion at all times and is not intended to inhibit normal business communications. In addition, nothing in this policy is intended to infringe upon employee rights under Section Seven of the National Labor Relations Act (NLRA).

4.7 Personnel Records

The Company will maintain various employment files while individuals remain an employee of the Company. Examples of these files are employee personnel files, attendance files, I-9 files and files for medical purposes.

4.8 Personnel Data Changes

It is the responsibility of each employee to promptly notify the Company of any changes in personal information. Personal mailing addresses, telephone numbers, number and names of dependents, emergency contacts, educational degrees and certifications and other such status reports should be accurate and current at all times. If any personal information has changed, notify the Payroll Department immediately.

4.9 Background Check

Prior to making an offer of employment, or after making a conditional offer, the Company may conduct a job-related background check. The background check may consist of prior employment verification, professional reference checks, education confirmation, criminal background, and/or credit checks, and verification that each employee is over the age of twenty-one (21), as permitted by law. Third-party services may be hired to perform these checks. All offers of employment and continued employment are contingent upon a satisfactory background check.

Alameda County/ Live Scan

Pursuant to local law **NO** person who has been convicted of a felony within the past three years may be actively engaged at the dispensary. A conviction within the meaning of this section means a plea or verdict of guilty or a conviction following a plea of nolo contendere.

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As a condition precedent to your employment, you will be required to submit a LiveScan with the Alameda County Sherriff Department. This **MUST** be completed five (5) days prior to beginning your employment. If you have been convicted of **ANY** felony, regardless of how long ago, please talk to your supervisor prior to accepting a job.

If the security clearance from the Live Scan makes you ineligible for further employment, your employment will terminate immediately for cause, which could make you ineligible for state unemployment benefits.

4.10 Attendance & Punctuality

To maintain a safe and productive work environment, the Company expects nonexempt employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the Company. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor at least 2 hours in advance of the anticipated tardiness or absence.

An excessive absenteeism problem is ordinarily defined as three (3) absences in a six (6) month period, or a consistent pattern of unexcused absences. Tardiness or leaving early may be as detrimental to the proper functioning of the Company as an absence. Therefore, three (3) such incidents in a six (6) month period will ordinarily be considered a "tardiness pattern" and will prompt the same disciplinary action as an absence. These numbers merely represent the typical situation – other factors (such as the degree of tardiness or other extenuating circumstances) may be considered in the sole discretion of the Company.

When an employee's absenteeism, tardiness, leaving early or any combination thereof is judged by the supervisor to be excessive, prompt disciplinary action will be taken, up to and including discharge.

4.11 Work Schedules

Supervisors will advise nonexempt employees of the times their shift will normally begin and end. Staffing needs and operational demands may necessitate variation in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

4.12 Pay Periods

The standard workweek for the Company will begin at 12:01 a.m. Sunday and end at midnight the following Saturday. The designated pay period for all employees is bi-weekly. Generally, employees will receive their checks every other Friday. Should the regular payroll day fall on a holiday, the company will provide your pay on the business day prior to the regular pay date.

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4.12.1 Lost or Stolen Paycheck Procedure

If you are not enrolled in direct deposit and your paycheck is lost or stolen, immediately notify the payroll team and request that a stop of payment be put on your check. If your paycheck has not been cashed, the Payroll team will send a request to Applied Underwriters and reissue you a check as soon as possible. The replacement will usually take up to 2 business days to process. Employees will be charged a "Stop Payment" fee of \$30 that will be automatically deducted out of the reissued check.

4.13 Timekeeping

All non-exempt employees are required to use the Timeclock Plus Biometric system to record their hours worked. Non-exempt employees are required to clock in/out for time off and other leave tracking purposes. Employees should clock in no sooner than five (5) minutes before their scheduled shift and clock out no later than five (5) minutes after their scheduled shift. Additionally, employees are required to clock in/out for their designated lunch periods. The length of the lunch period should have the agreement of the employee's manager. Lunch periods are unpaid time when employees are relieved of all duties. Waiver of the lunch period requires prior approval of the employee's manager. Under no circumstance may the waiver of the lunch period result in overtime work. Should an employee miss an entry into the timekeeping system, the employee will notify their manager as soon possible for correction. Accurate time reporting is a federal and state wage and hour requirement, and employees are required to comply. Continually failing to enter time into the timekeeping system in an accurate and timely manner may result in disciplinary action, up to and including termination of employment. Non-exempt employees are not permitted to work overtime without prior authorization from their manager. Overtime includes clocking in early, clocking out late, or working through the scheduled lunch period. Non-exempt employees who work unauthorized overtime will be paid for the time worked, but may be subject to disciplinary action, up to and including termination of employment. Employees may not ask another employee to clock in/out for them. If an employee is found clocking in/out for another employee, both employees will be subject to disciplinary action, up to and including termination of employment.

4.14 Overtime

The Company complies with all applicable federal and state laws with regard to payment of overtime work.

Non-exempt employees will be paid overtime (one and one-half times the regular rate of pay) for all hours worked over eight in one work day, over 40 in one work week and for the first eight hours of work performed on the seventh consecutive work day in one work week, without regard to the total number of hours worked in the previous six days. Overtime is paid at the rate of double the regular rate of pay for every hour worked after the completion of eight hours worked on the 7th consecutive workday in any workweek.

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In addition, overtime is paid at the rate of two times the regular rate of pay for every hour worked after the completion of 12 hours worked in one workday.

If an employer approves an employee's request to make up work time, the hours of that makeup work performed in the same week that the work was lost do not count towards computing the total number of hours worked in a day, so long as the total number of hours worked does not exceed 11 hours.

Employees are required to work overtime when assigned. Any overtime worked must be authorized by a supervisor or manager, in advance. Working unauthorized overtime or the refusal or unavailability to work overtime is not acceptable work performance, subject to discipline including but not limited to termination.

4.15 Reporting Time Pay

Non-exempt employees who are required to report to work and are subsequently sent home by the Company without completing their assigned shift due to a lack of work will be paid any applicable reporting time pay.

Employees may be paid for half of their regularly scheduled shift, but no less than two hours and no more than four hours. All time worked prior to dismissal count toward these totals. Reporting time pay will be compensated at the employee's regular rate of pay. Reporting time hours, with the exception of any actual hours worked, will not count toward overtime calculations.

If an employee is required to report to work a second time in any one workday and is furnished less than two hours of work on the second reporting, they will be paid for two hours at their regular rate of pay.

Reporting time pay will not apply if operations cannot begin or continue due to threats to employees or property, or when civil authorities recommend that work not begin or continue; when public utilities fail to supply electricity, water, or gas, or there is a failure in the public utilities or sewer system, when the interruption of work is caused by an Act of God or other cause not within the employer's control, or if the employee is not fit to work or has not reported to work on time and is fired or sent home as a disciplinary action. Employees who are regularly scheduled to work a shift of less than two hours do not qualify for reporting time pay.

4.16 Rest & Meal Periods

Non-exempt employees who work shifts over five hours in length are required to take an unpaid 30-minute meal period, to be taken before the end of the fifth work hour. If your shift will be completed in less than six hours, you may waive this meal period. Non-exempt employees who work in excess of ten hours in a day are entitled to a second, 30-minute meal period, to be taken before the end of the tenth hour of work. If the employee has taken his or her last meal period, and the workday will not exceed 12 hours, the employee may wave the

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second meal period provided the first meal period was not waived. Non-exempt employees may not use their meal period to arrive late or leave early, or otherwise skip their meal periods. You must not perform any work during your meal period. Meal Periods should not be taken at the employee's desk or work area. The time for this meal period will be scheduled by your supervisor.

You may leave the premises during your meal period. It is important that you return to work promptly at the end of your meal period.

Employees are also provided paid ten-minute rest periods for each four hours of work or major portion thereof. The time for taking these rest periods should be scheduled in advance with your supervisor.

Any employee who feels they are not able to take meal and rest periods as described in this provision should discuss the matter with Human Resources. Additional compensation may be provided to the extent required by law. Failure to observe these meal and rest period requirements may result in discipline.

4.17 General Payroll Deductions

The Company is required by law to make certain deductions from all employees' paychecks. Such deductions include federal, state, and local taxes and court-ordered wage garnishments. Voluntary deductions might include premiums for benefits, retirement plan contributions, and disability insurance. Employees should report improper deductions, which will be promptly investigated. If it is determined that an improper deduction has occurred, employees will be reimbursed for any improper deduction made. Employees should contact their manager with any questions about their paycheck deductions.

Exempt Employee Payroll Deductions

The Company complies with the salary basis requirements of the Fair Labor Standards Act (FLSA) and does not make improper deductions from the salaries of exempt employees. Exempt employees are those employed in a bona fide executive, administrative or professional capacity and who are exempt from the FLSA's overtime pay requirements.

What Deductions are permitted?

There are certain circumstances where deductions from the salaries of exempt employees are permissible. Such circumstances include:

- When an exempt employee is absent from work for one or more full days for personal reasons other than sickness or disability;
- When an exempt employee is absent for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness;
- To offset amounts received as witness or jury fees, or for military pay;

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The Company is not required to pay the full salary in the initial or terminal week of employment; for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act, if applicable. In these circumstances, either partial day or full day deductions may be made.

What to Do if an Improper Deduction Occurs

If you are an exempt employee and believe that an improper deduction has been made to your salary, you should immediately report this information to your direct supervisor, or to the person responsible for payroll processing. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made

4.18 Administrative Pay Corrections

The Company takes all reasonable steps to ensure that employees receive the correct amount of compensation in each paycheck and that employees are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of compensation, the employee should promptly bring the discrepancy to the attention of the employee's supervisor so that corrections can be made as quickly as possible.

4.19 Pay Adjustments, Promotions & Deductions.

The Company is most interested in providing maximum opportunity for employee advancement within the Company, if advancement opportunities are available. Accordingly, present employees of the Company may be considered for promotions and may be preferred for promotion before any new employees are hired to fill vacancies that may arise. Of course, the Company retains sole discretion to determine the factors to be applied in any promotion decision, and the relative weight of the factors. All pay increases are based upon merit and market factors. There may not be an automatic annual cost of living or salary adjustment to reflect current economic conditions.

Employees pay also may be adjusted downward. Salary decreases may take place when there is job restructuring, job duty changes, job transfers or adverse business economic conditions. Demotion is a reduction in responsibility, usually accompanied by a reduction in salary. If and when a demotion occurs, employees may maintain their seniority with the Company.

4.20 Inclement Weather & Outrages

This policy establishes guidelines for Company operations during periods of extreme weather and similar emergencies. The Company will remain open in all but the most extreme circumstances. Unless an emergency closing is announced, all employees are expected to report to work. However, the Company does not advise employees to take unwarranted risks when traveling to work in the event of inclement weather or other emergencies. Each employee should exercise their best judgment with regard to road conditions and other safety concerns.

Designation of Emergency Closing

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Only by the authorization of designated managers will the Company cease operations due to emergency circumstances. If severe weather conditions develop during working hours, it is at the discretion of Management to release employees. Employees will generally be expected to remain at work until the appointed closing time.

Procedures During Closings

If weather or traveling conditions delay or prevent an employee's reporting to work, their immediate supervisor should be notified as soon as possible. If possible, such notification should be made by a telephone conversation directly with the supervisor. If direct contact is not possible, leaving a detailed voicemail message or message with another employee is acceptable.

An employee who is unable to report to work may use any accrued time off or take the day off without pay.

Pay & Leave Practices

When a partial or full-day closing is authorized by Management, the following pay and paid leave practices apply:

- Non-exempt hourly employees will be sent home for partial days with the option of using paid time off for the remainder of the day. If paid time off is not available, employees will be excused from work without pay and without disciplinary action.
- Exempt employees will be expected to continue work from home if their job duties allow. The Company will pay the exempt employee's regular salary regardless, as outlined in the Exempt Employee Payroll Deductions policy.
- Exempt and non-exempt employees already scheduled to be off during emergency closings are charged such leave as was scheduled.

Other Work Options

Supervisors may approve requests for employees to temporarily work from home, if doing so allows completion of work assignments.

4.21 Taping/ Eavesdropping on Conversations

No employee may openly or secretly tape or otherwise surreptitiously record, photograph, or videotape any person, document, conversation or communication, or activity that in any way involves the Company or employees of the Company, any of our subsidiaries or affiliate companies, any customers or clients, or any other individual with whom the Company is doing business or intending to do business in any capacity (for example, vendors, suppliers, consultants, attorneys, or independent contractors). This policy also applies to conversations and communications with any other third parties unrelated to the Company, including but not limited to, outside legal counsel, auditors, and regulatory officials. "Taping" and "recording" under this policy includes the taping or recording of any conversation or communications,

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regardless of whether the conversation or communication takes place in person, over the telephone, or via any other communications device or equipment, and regardless of the method used to tape or record (for example, tape recorder, video recorder, mechanical recording, or wire-tapping equipment), and regardless of where the conversation or communication takes place, i.e., whether on or off the Company's premises. "Taping" or "recording" also includes photographing or recording digital images through cameras of any kind (for example, camera phones, PDA cameras, or concealed cameras).

This policy does not include any lawful taping and recording by an employee on the employee's own time, with the employee's own equipment, away from the Company's place of business, and that does not involve in any manner whatsoever, directly or indirectly, the business or activities of the Company or any of its employees.

No employees may eavesdrop on the conversations or communications of other employees or non-employees in accordance with the same standards set forth above.

Violations of this policy may result in disciplinary action against the offending employee(s), up to and including termination of employment. Where the conduct engaged in is illegal, violators may also be subject to prosecution under applicable federal, state, or local laws.

If any employee has any questions or concerns regarding whether any contemplated taping or recording would violate this policy, he or she should discuss the matter with Management.

4.22 Expense Reports

This policy is designed to assist employees in reporting expenses incurred while conducting the Company's business activities.

The Company expects employees to act responsibly and professionally when incurring and submitting costs. The Company will reimburse employees for reasonable expenses on pre-approved business.

This includes purchases made on behalf of the organization such as but not limited to:

1. Team outing events
2. Office lunch
3. Monthly meeting snacks
4. Supplies for the business
5. Money order fees
6. Mileage for work related errands
7. Travel to different entities for business related cause.
 - a. When traveling to another location, the mileage must be representing the miles it takes from the workplace address to the designation address. Not from a residence.

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General Guidelines

1. Original receipts are required for reimbursement for all expenses.
 - a. Credit card/bank statements will not be considered as a form of receipt.
2. All expenses must first be approved by your direct supervisor.
 - a. Example: If you want to purchase an item for the office that you think the team will like or would be beneficial it must be pre-approved.
3. Receipts must be accompanied by a summary which outlines the purpose for the expense and the attendees.

For example:

You hand in a receipt for a team outing from Mirchi Cafe's:

Summary: The employees were told that the top 3 who sells the most Qualitech will be treated to lunch.

Attendees: Alex, Billy, Mason

4. Expense reports with the attached receipts are to be turned in to your direct supervisor no later than the 30/31st of each month for a timely reimbursement.

Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other questions or concerns.

Abuse of this policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

***Managers:** You are responsible to review the expense report for falsification and turn in the pre-approved expense report to the Area Manager no later than the 3rd of the following month. The expense report will then be turned in to the Finance team for the final review and payment. Reimbursement will be made no later than the 10th of each month.

4.23 Visitors in the Workplace

To provide for the safety and security of employees and the facilities at the Company, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

All visitors should enter the Company facility at the reception area. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors. If an unauthorized individual is observed on the

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Company's premises, employees should immediately notify their supervisor or, if necessary, direct the individual to the reception area.

4.24 Bulletin Boards

To maintain an effective avenue for communicating with our employees, the Company may maintain bulletin boards. Bulletin boards are located throughout our facilities in areas that employees frequently visit in order to ensure that employees have constant access to posted information.

The Company's bulletin boards are used to communicate official government information on equal employment opportunity, wage and hour, health and safety, and other issues. They are also used to communicate information about the Company's policies and its business announcements, including, but not limited to, job postings, safety rules, health items benefit programs, and notices announcing special events.

Employees may not post, tape, tack, or affix in any way any form of literature, printed or written materials, photographs, or notices of any kind on the Company's bulletin boards or their glass coverings, on the walls, in time clock areas, or anywhere else on Company property. Violation of this policy shall be grounds for disciplinary action, up to and including discharge.

The Company's bulletin boards may not be used by employees or outside parties for the posting of commercial notes and advertisements, announcements and witticisms, sales of personal property, or any other matters, work related or not. Employees and outside parties are also prohibited from distributing literature and soliciting other employees except as stated in the Company's solicitation and distribution of literature policy.

The Company has Staff and Patient Education Materials. Please offer these to each new patient and familiarize yourself with this handout and its contents.

Signage on site shall include but not be limited to:

It is unlawful for any person under 21 years of age to be allowed on the premises of a cannabis dispensary unless possesses a valid ID card issued by California Department of Health Services.

There shall be a sign posted in a "conspicuous location" stating

"SMOKING, VAPING, INGESTING OR OTHERWISE CONSUMING CANNABIS ON THE PREMISES OR IN THE AREAS ADJACENT TO THE CANNABIS DISPENSARY. STRICTLY PROHIBITED AND ENFORCED"

4.25 Solicitation

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In an effort to assure a productive and harmonious work environment, persons not employed by the Company may not solicit or distribute literature in the workplace at any time for any purpose.

The Company recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.) In addition, the posting of written solicitations on company bulletin boards is prohibited. Bulletin boards are reserved for official Company communications.

4.27 Trash Removal

In order to comply the County's Cannabis Laws the dispensary employees **shall** ensure that all litter/waste is removal to the proper trash / recycling receptacles **twice each day of operation in front of the premises AND, if necessary, on public sidewalks within one hundred (100) feet of the premises.**

5. Employment

5.1 Employment Applications

The Company relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the Company's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

5.2 Introductory Period

The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. Likewise, the Company uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or the Company may end the employment relationship at-will at any time during or after the introductory period, with or without cause or advance notice.

All new and rehired employees work on an "introductory" basis for the first 90 calendar days from their start or re-hire date. Upon satisfactory completion of the introductory period, employees enter the "regular" employment classification. This classification, like all classifications, is an "at-will" employment relationship. As noted throughout this Handbook, your employment is "at-will," meaning either you or the Company may terminate your employment with the Company at any time, with or without cause or notice. Only a written contract signed by authorized management changes the at-will nature of your employment.

After becoming a regular employee, you may be eligible for other Company-provided benefits, subject to the terms and conditions of each benefits program. Employees should

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read the information for each specific benefits program for the details on eligibility requirements.

5.3 Employment Categories

The following employment classifications are so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time and do not modify the at-will employment relationship.

Each employee is designated as either *Non-exempt* or *Exempt* from Federal and State wage-and-hour laws. Nonexempt means employees are not exempt from applicable wage and hour laws, as set forth more fully below. Exempt employees' positions meet specific tests established by the Fair Labor Standards Act (FLSA) and applicable state law and who are exempt from overtime pay requirements.

An employee's classification may be changed only upon written notification by the Company.

In addition to the above categories, each employee will be classified as follows:

Regular Full Time Employees are employees are those who are not in a temporary or introductory status and who are regularly scheduled to work the Company's full-time schedule. Such as employees who are scheduled to work a fixed work schedule of at least 30 hours a week. Generally, they are eligible for the Company's benefit package, subject to the terms, conditions, and limitations of each benefit program.

Part-Time Employees are employees who are not assigned to a temporary or introductory status and who are regularly scheduled to work less than 30 hours per week. While they do receive all legally mandated benefits (such as Social Security and workers' compensation insurance), regular part-time employees are eligible for some, but not all, benefits sponsored by the Company, subject to the terms, conditions, and limitations of each benefit program.

Temporary Employees are those who are hired as interim replacements, to temporarily supplement the workforce, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. Temporary employees are not eligible for the Company's health and welfare benefits.

Please direct any questions regarding your employment classification to the Human Resources Department.

5.4 Performance Evaluations

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, ongoing basis. Additional formal performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and

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correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals. Special written performance reviews may be conducted by your supervisor at any time.

In an effort to recognize truly superior employee performance, the Company may award merit-based compensation increases. The decision to award such an adjustment is dependent upon numerous factors, including but not limited to, the information documented by this formal performance evaluation process.

6. Leave of Absences

6.1 Personal Leave of Absence

An unpaid personal leave of absence may be granted upon request to regular full-time employees for important pressing personal needs, at the discretion of your Supervisor. Accepting employment elsewhere is not unpaid leave, and constitutes a termination of employment.

PROVISIONS:

- a. Unpaid personal leave may only be requested once all other appropriate leave balances have been exhausted.
- b. The Company will attempt to hold an employee's position open for the period of unpaid personal leave, if such leave is 6 weeks or less. If leave is greater than 6 weeks, the employee, if qualified, will be entitled to the first reemployment opportunity available over the next six months.
- c. Employee health benefits will be continued in the same manner as received prior to the leave, if the leave is for 6 weeks or less, but the employee will be expected to remit payment for the employee's portion of the health insurance premium prior to departing for unpaid personal leave, and in an amount equivalent to the expected period of absence. If an employee requests leave which will extend beyond the 6-week period, he/she will be advised of his/her COBRA rights. (See Continuation of Benefits policy for additional information about COBRA).
- d. Unpaid personal leaves are limited to one per year.

PROCEDURE FOR APPLYING FOR UNPAID PERSONAL LEAVE:

- a. Requests for unpaid personal leave must be made in writing to the employee's Supervisor with a copy to Human Resources, and should indicate the reason and the length of leave requested.
- b. The Supervisor shall review and act upon a request for unpaid personal leave in consideration of the following factors:
 1. The purpose for which the leave is requested.
 2. The length of time the employee will be away.
 3. The effect the leave will have on the ability of the department to carry out its responsibilities.

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4. The quality of the employee's performance prior to the submission of the request.
- c. All unpaid personal leaves must be approved by Supervisor and concurred with by Human Resources.

PROCEDURE FOR RETURNING FROM UNPAID PERSONAL LEAVE

- a. An employee who has been granted an unpaid personal leave of absence shall give his or her Supervisor reasonable notification of his/her intent to return to work at least 2 weeks prior to the return date.
- b. Upon receiving notification of the employee's availability, the supervisor will arrange to have the employee resume his/her previous position, if available.
- c. If the previous position is no longer available, the employee may be considered for other open positions which he/she may be qualified for and as they become available.
- d. If no position exists, the employee will remain on unpaid personal leave until a suitable opening develops. If such an opening does not occur within a 60-day period, any obligation to reinstate the employee is discontinued and the employee's leave status is changed to a voluntary termination. Future reemployment would be as a rehire with only legally required reinstatement of applicable benefits.

6.2 Vacation (non-exempt)

Vacation provides a break beneficial to both the Company and the employee. Therefore, employees are encouraged to take vacation annually.

Eligibility:

It is the policy of GOE to provide each qualified employee* with vacation time on a periodic basis. The amount of vacation time to which an employee becomes entitled is determined by the employee's length of service as of his or her employment anniversary date.

Vacation accrual begins after completing the 90-day orientation period. Vacation is accrued per the schedule in this policy. Vacation can be used after it is earned. Vacation leave will not be earned during an unpaid leave of absence.

Vacation Accrual Schedule Non-Exempt staff

Years of Service	Hours per year	Hours accrual rate
0-4 years	80	.058
5+	120	.061

Procedures:

To schedule vacation time, employees must submit a completed leave request form to the supervisor at least two weeks before the requested leave. Employees must ensure that they have enough accrued leave available to cover the dates requested.

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Requests will be evaluated based on several factors, including business operating and staffing requirements. The supervisor should indicate on the leave form whether the request has been approved or denied and should return the leave request form to the employee within three business days of the date the leave request form was submitted. If the request for vacation is denied, the supervisor should provide an explanation for the denial on the form returned to the employee.

Vacation pay:

Vacation will be paid at the employee's base rate at the time the leave is taken. Vacation pay does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials. If a holiday falls during the employee's vacation, the day will be charged as regular pay rather than holiday pay.

Use of vacation leave for sick leave:

Vacation leave will be used in circumstances of employee absences that have exhausted the employee's available sick leave. Once the sick leave bank has been exhausted, vacation leave will be used to account for time missed. The vacation leave bank may never go into a negative balance. If an employee is absent after all sick time and vacation time is exhausted, the leave will be unpaid.

Accrual of vacation leave:

The Company encourages employees to use available vacation time. If the available vacation time is not used by the end of a calendar year, only 20 hours of accrued, unused leave will carry over to the next year. Employees are responsible for monitoring and taking their vacation leave over the course of the year so they do not have more than 20 hours in their bank at the end of the year. The maximum accrual amount for the first 0-4 years is 100 hours. The maximum accrual amount for 5+ years is 140.

Termination:

If employment is terminated, accrued, unused vacation leave that has been earned through the last day of active employment will be paid at the employee's base rate of pay at termination. In the event of the employee's death, earned, unused vacation time will be paid to the employee's estate or designated beneficiary.

Failure to notify your supervisor prior to taking vacation leave and any unexpected absences is considered theft and will result in disciplinary action.

1. First offense will result in a formal written warning
2. Second offense will result in a second written warning and time off without pay.

Third offense will result in termination.

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Purpose (Exempt):

Vacation provides a break beneficial to both the Company and the employees. Therefore, employees are encouraged to take vacation annually.

Eligibility:

It is the policy of The Company to provide each full time salaried employee with vacation time on a periodic basis. The amount of vacation time to which an employee becomes entitled is determined by the employee's length of service as of his or her employment anniversary date.

Vacation leave begins to accrue from the date of hire and is available for use after ninety (90) days of employment. Vacation is granted each pay period to full time salaried employees based on the following thresholds:

Years of Service	Hours per year	Hours accrual per pay period	Maximum accrual
0-4 years	120	4.95	160
5+ years	160	6.43	200

Procedures:

To schedule vacation time, employees must submit an online leave request form to the supervisor at least two weeks before the requested leave. Employees must ensure that they have enough accrued leave available to cover the dates requested.

Requests will be evaluated based on several factors, including business operating and staffing requirements. The supervisor should indicate whether the request has been approved or denied and should email the employee with the answer within three business days of the date the leave request form was submitted. If the request for vacation is denied, the supervisor should provide an explanation for the denial on the form returned to the employee.

Use of vacation leave for sick leave:

Vacation leave will be used in circumstances of employee absences that have exhausted the employee's available sick leave. Once the sick leave bank has been exhausted, vacation leave will be used to account for time missed. The vacation leave bank may never go into a negative balance. If an employee is absent after all sick time and vacation time is exhausted, the leave will be unpaid. Holidays are not part of vacation leave accrual and do not reduce the vacation leave bank.

Accrual of vacation leave:

The Company encourages employees to use available vacation time. If the available vacation time is not used by the end of a calendar year, only 40 hours of accrued, unused leave will carry over to the next year. Employees are responsible for monitoring and

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taking their vacation leave over the course of the year so they do not have more than 40 hours in their bank at the end of the year. The maximum accrual amount for the first 0-4 years is 160 hours. The maximum accrual amount for 5+ is 200 hours.

Termination:

If employment is terminated, accrued, unused vacation leave that has been earned through the last day of active employment will be paid at the employee's base rate of pay at termination. In the event of the employee's death, earned, unused vacation time will be paid to the employee's estate or designated beneficiary.

Failure to notify your supervisor prior to taking vacation leave and any unexpected absences is considered theft and will result in disciplinary action.

1. First offense will result in a formal written warning
2. Second offense will result in a second written warning and time off without pay.
3. Third offense will result in termination.
- 4.

6.3 Sick Leave

As of July 1, 2015 California Law provides for mandatory paid sick leave under Healthy Workplaces/ Healthy Families Act (the "Act"). This paid sick leave policy is intended to comply with the requirements of the Act.

Employees cannot be discriminated or retaliated against for requesting or using accrued paid sick time.

If you have any questions about paid sick leave, please contact your Human Resources Department.

Sick pay amount

All employees part-time, full-time and temporary employees will receive sick leave as follows:

Lump Sum Method:

The Company will provide eligible employees with 5 day or 40 hours of paid sick time on their first day of employment with The Company . You will need to meet the 90-day employment requirement before taking any leave.

Unused paid sick time will not carry over from year to year. However, The Company will place five days or 40 hours of paid sick time into your leave bank each year on your anniversary date. Employees will be able to access all 5 days or 40 hours of paid sick time at the beginning of each 12-month period. Employees who uses all paid sick time before the year is over will not eligible to use paid sick time until the new year.

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Accrual Method:

All employees will accrue one hour of paid sick leave for every 30 hours worked and may use any time accrued after their 90th day of employment. Exempt employees will be presumed to work 40 hours per week unless they are regularly scheduled to work fewer hours, in which case accrual will be based on their usual schedule. Paid sick leave no longer accrues once an employee's accrual reaches 72 hours.

Unused accrued sick leave will carry over into the next calendar year. Employees rehired within one year of termination will receive previously accrued paid sick leave.

When sick leave is used, it will be paid at the employee's regular rate of pay. Sick leave can be used in increments of one hour or more.

Unused paid sick time will not be cashed out upon termination or resignation

Qualifying Reasons for Paid Sick Leave:

Paid sick time can be used for the following reasons:

- Diagnosis, care or treatment of an existing health condition for an employee or covered family member, as defined below.
- Preventive care for an employee or an employee's covered family member.
- For certain, specified purposes when the employee is a victim of domestic violence, sexual assault or stalking.

For purposes of paid sick leave, a covered family member includes:

- A child defined as a biological, foster or adopted child; a stepchild; or a legal ward, regardless of the age or dependency status of the child. A "child" also may be someone for whom you have accepted the duties and responsibilities of raising, even if he or she is not your legal child.
- A "parent" defined as a biological, foster or adoptive parent; a stepparent; or a legal guardian of an employee's spouse or registered domestic partner. A parent may also be someone who accepted the duties and responsibilities of raising you when you were a minor child, even if he or she is not your legal parent.
- A spouse.
- A registered domestic partner.
- A grandparent.
- A grandchild.
- A Sibling.

Use of Paid Sick Leave

If the need for paid sick leave is foreseeable, employees shall provide advance or written notification to the supervisor. If the need for paid sick leave is not foreseeable, employees shall provide notice to the supervisor as soon as practical.

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Paid Sick Leave and Workers' Compensation Benefits

Paid sick leave is a benefit that also covers absences for work-related illness or injury. Employees who have a work-related illness or injury are covered by workers' compensation insurance. However, workers' compensation benefits usually do not cover absences for medical treatment. When you report a work-related illness or injury, you will be sent for medical treatment, if treatment is necessary. You will be paid your regular wages for the time you spend seeking initial medical treatment.

Any further medical treatment will be under the direction of the health care provider. Any absences from work for follow-up treatment, physical therapy or other prescribed appointments will not be paid as time worked. If you have accrued and unused paid sick leave, the additional absences from work will be paid with the use of paid sick leave.

If you do not have accrued, paid sick leave, or if you have used all of your sick leave, you may choose to substitute vacation/paid time off for further absences from work, related to your illness or injury.

6.4 Time Off to Vote

The Company encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their NON-WORKING hours, the Company will grant up to two (2) hours of paid time off to vote.

Nonexempt employee should request time off to vote from their supervisor at least two (2) working days prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift; whichever provides the least disruption to the normal work schedule.

6.5 Bereavement Leave

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately.

Regular full-time employees are eligible to take up to three (3) days of accumulated vacation leave as paid bereavement leave.

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentive, commissions, bonuses or shift differentials.

Approval of bereavement leave will occur in the absence of unusual operating requirements. Employees may, with their supervisors' approval, use any available paid leave for additional time off as necessary.

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The Company defines "immediate family" for purposes of this policy as the employee's spouse, domestic partner, parent, child, sibling; the employee's spouse's parent, child, or sibling; the employee's child's spouse; grandparents or grandchildren.

6.6 Jury Duty

The Company encourages employees to fulfill their civic responsibilities by serving jury duty when required.

Employees classified as nonexempt employees, above, are eligible for up to three (3) paid days for purposes of jury duty service. Jury duty benefits will be calculated based on the nonexempt employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence, less any juror's fees paid to the employee.

If employees are required to serve jury duty beyond the period of paid jury duty leave, they may use any available vacation benefits or may request an unpaid jury duty leave of absence.

Employees classified as exempt employees who are absent from work for part of a workweek to perform jury service shall be paid their full salaries to preserve their exemption from federal overtime laws. However, the Company will not pay exempt employees their regular salary when the exempt employee is absent for one or more full weeks during which no work is performed.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Of course, employees are expected to report for work whenever the court schedule permits. Proof of service must be submitted to your supervisor when your period of jury duty is completed.

6.7 Witness Duty

The Company encourages employees to appear in court for witness duty when subpoenaed to do so. If employees have been subpoenaed or otherwise requested to testify as a witness for the Company, they will receive paid time off for the entire period of witness duty.

Employees will be granted unpaid time off to appear in court as a witness when subpoenaed by a party other than the Company. Employees are free to use any available paid leave benefit (such as vacation leave) to receive compensation for the period of this absence.

The subpoena should be shown to the employee's supervisor immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.

6.8 Temporary Disability Leave

The Company recognizes that a temporary disability may preclude an employee's attendance at work. In such cases, the Company does not have a predetermined specified period of time

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in which this unpaid leave is granted. Rather, the Company will attempt to reasonably accommodate the needs of the employee as well as the needs of the Company. If a leave is granted, any extensions will be subject to the same considerations.

Employees that request a temporary disability leave must do so in writing. That request should be accompanied by a doctor's statement identifying the temporary disability, the date and the estimated date of return and, where appropriate, diagnosis and prognosis. At any time during a temporary leave, the supervisor or manager may request that employees furnish a written statement of their health. Prior to returning to employment with the Company, employees will be required to submit written medical certification of their ability to work, including any restrictions. Upon returning to work, if employees qualify, they will be reinstated to their former position or one that is substantially the same, depending upon the availability of any position at that time.

The Company observes and complies with all federal and state medical leave regulations that pertain to our employees. This includes federal and any state leave provisions that might apply.

Any unused accrued sick leave must be used prior to the effective date of the temporary disability leave, except for pregnancy disability leave. Employees may request payment of any accrued but unused paid vacation time prior to the effective date of the temporary disability leave.

6.9 VOLUNTEER EMERGENCY RESPONDER LEAVE

Employees who are volunteer firefighters, reserve peace officers, or emergency rescue personnel will be allowed to take temporary unpaid leaves of absence for the purpose of performing emergency duties. Employees who are volunteer emergency responders should inform their supervisor so that are aware that the employee may need to take time off for emergency duty. When an employee is called to an emergency and needs to miss work, they should alert their supervisor before doing so whenever possible.

6.10 VICTIMS OF FELONY CRIME LEAVE

The Company will grant reasonable and necessary leave from work without pay to employees who are victims, or whose spouse, child, stepchild, sibling, stepsibling, parent, stepparent, registered domestic partner, or child of a registered domestic partner is a victim of a violent or serious felony, or felonious theft or embezzlement, for the purposes of attending legal proceedings related to the crime.

When feasible, affected employees must provide the Company with advance notice of the employee's need for leave, including a copy of the notice of the scheduled proceeding. If advance notice is not feasible, affected employees must provide documentation evidencing

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the legal proceeding requiring the employee's absence within a reasonable time after leave is taken.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

6.11 CIVIL AIR PATROL LEAVE

The Company will provide not less than 10 days of leave per year for voluntary members of the California Wing of the Civil Air Patrol in order for volunteers to respond to an emergency operational mission.

The employee volunteer must be employed for at least 90 days immediately preceding the commencement of leave. Employees are required to give the Company as much notice as possible of the intended leave dates. Upon return, the employee is entitled to their position or position with equivalent seniority, benefits, pay and other terms of employment unless conditions unrelated to leave render such restoration impractical.

6.12 SCHOOL LEAVE – DISCIPLINARY MATTERS

The Company will grant unpaid time off for employees who are parents or guardians of school-age children who need time off to attend disciplinary events at school such as hearings and/or meetings for other events including suspension and expulsion. Employees are required to give reasonable notice to the Company that they need to take time off.

The employee must use available vacation or personal leave for school visitation, and must take leave without pay if no paid leave is available. Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

6.13 BONE MARROW DONATION LEAVE

Employees will be granted up to five working days of paid time off for the purpose of donating bone marrow. Employees are required to utilize any earned vacation or sick leave, but if this leave has been exhausted, the Company will continue to pay regular wages for up to five working days. Leave can be taken intermittently.

Any applicable benefits including the employees' health coverage, accrued paid time off (e.g. vacation, sick leave, etc.), and other benefits will be maintained during the leave. Bone marrow donation leaves of absence do not run concurrently with leaves under the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA). Upon returning to work from a donor leave, the employee will be restored to the same or an equivalent position. The Company may request proof of the need for leave..

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6.14 ORGAN DONATION LEAVE

Employees who donate an organ to another will be granted up to 30 working days of paid leave for this purpose. Employees are required to utilize any earned but unused sick leave or vacation time (up to a maximum of two weeks, but if this leave has been exhausted or the leave exceeds two weeks, the Company will continue to pay an employee's regular wages for up to 30 days. Exempt employees will continue to receive their full salary in compliance with state and federal regulations.

The employee's health coverage, accrued paid time off (e.g. vacation, sick leave, etc.), and other benefits will be maintained during the leave. Organ donation leaves of absence do not run concurrently with leaves under the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA). Upon returning to work from a donor leave, the employee will be restored to the same or an equivalent position.

The Company may request the employee to provide a written certified doctor's note stating that the individual is an organ donor and that there is a medical necessity for the donation.

6.15 Pregnancy Disability Leave (PDL)

Under the California Fair Employment and Housing Act ("FEHA"), if you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take an unpaid pregnancy disability leave (PDL). This includes time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, recovery from childbirth, and any related medical condition. PDL may be taken intermittently, or on a reduced-hours schedule, as medically necessary.

The Company will attempt to reasonable accommodate you when requested related to your pregnancy, childbirth or related medical condition. If you wish to request such an accommodation you will need to provide an appropriate medical certification from your health care provider. In addition to other forms of reasonable accommodation, a pregnant employee is entitled to transfer temporarily to a less strenuous or hazardous position or to less strenuous or hazardous duties, if she so requests, the transfer request if supported by appropriate medical certification, and the transfer can be reasonably accommodated.

Amount of PDL Available

The PDL is for any period(s) of actual disability caused by pregnancy, childbirth or related medical conditions up to four (4) months or 88 work days for a full-time employee per pregnancy. The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis. The PDL will run concurrent with leave granted under the FLMA as described in the preceding section.

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Intermittent Leave or Reduced Work Schedule Based on Planned Medical Treatment

You may be entitled to take intermittent leave or a reduced work schedule if medically advisable and foreseeable based on planned medical treatment. The Company may then require you to transfer to an alternate position for which you are qualified, with equivalent compensation and benefits, which better accommodates recurring periods of leave than your regular job.

Substitution of Paid Leave

You are required to use your unused, accrued sick leave during the otherwise unpaid portion of any PDL. You may elect to use your unused, accrued vacation during your PDL. If you are receiving payments from State Disability Insurance ("SDI) while on PDL, the accrued paid leave time will only be used in an amount which supplements the SDI payment such that you receive the full amount of your regular compensation as an active employee. The use of paid leave during the period of PDL, and the current running of FMLA Leave, does not extend the total duration of the PDL to which you are entitled. Except to the extent that sick leave or vacation is used during the PDL, the PDL is unpaid.

Taking a pregnancy disability leave may impact certain benefits and your seniority date. If you want more information regarding the eligibility for a leave, the impact of the leave on seniority and benefits, and our policy for other disabilities, you should contact the Director of Human Resources or his or her designee. If you are on a leave of absence for a period in excess of two (2) months, you must notify the Director of Human Resources by the end of each month thereafter both of the status of the disability and the employee's continued intent to work once the employee recovers from the disability. When returning from an absence, you shall be required to provide a physician's certification that indicates that you are fit to return to work.

PDL's Effect on Benefits

During an approved PDL, the Company shall continue to pay for your participation in the Company's group health insurance to the same extent and under the same terms and conditions as would apply had you not taken leave, for up to four months. You will be required to continue to make any payments you normally made towards healthcare coverage premiums while on PDL. While on PDL, in the event you fail to make timely payment for your portion of healthcare coverage premiums, the Company will notify you of such failure and, if payment is not made, terminate the coverage. The Company is entitled to recover any health premiums paid by the Company on your behalf during any unpaid period of the PDL if you fail to return from the PDL for a reason other than one of the following: (1) you take FMLA and/or CFRA Leave; (2) the continuation, recurrence or onset of a serious health condition or serious injury or illness within the meaning of FMLA/CFRA; or (3) other circumstances beyond your control as provided by law.

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Procedure for Requesting PDL

You should notify the Human Resources Department of your request for PDL or a pregnancy-related transfer as soon as you are aware of the need for such leave or transfer. For foreseeable events, if possible, you shall provide 30 calendar days' advance written notice to the Human Resources Department of the need for PDL. The notice should include the date the leave will commence and the estimated duration of the leave. If 30 days advance notice is not possible due to lack of knowledge of when the leave or transfer will begin, because of a change in circumstance or because of a medical emergency, notice must be given as soon as practical. If the leave is requested in connection with a planned, non-emergency medical treatment, you may be requested to reschedule the treatment so as to minimize disruption of the Company's business.

Any request for PDL must be supported by proper certification by your health care provider of the need for the PDL, the anticipated date(s) and estimated duration of the leave, and in the case of intermittent leave or revised schedule leave where medically necessary, the probably duration of such a schedule any other information necessary to consider your request for PDL or transfer.

If you fail to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the Company reserves the right to deny the taking of the leave.

The terms of the leave may be modified as your changing medical condition dictates. Requests for FMLA/CFRA Leave should include anticipated date(s) and duration of the leave. Any requests for extensions of a PDL must be received at least five (5) working days before the date on which you were originally scheduled to return to work and must include the revised anticipated date(s) and duration of the PDL.

Returning to Work at the End of PDL

When you return to work at the end of a PDL, you will be returned to your former position, if possible, or will be offered the first available opening in a comparable position for which you are qualified. If you fail to report for work at the end of an approved PDL, you will be deemed to have voluntarily resigned your employment with the Company.

6.16 MILITARY LEAVE

Employees who must be absent from employment due to their participation in the uniformed services or other military duty will be granted time off consistent with the requirements of federal and state law. During the first two weeks of such leave in a 12-month period, employees will be paid their base rate of pay, less all amounts compensated by the military. All other time off under this section will be unpaid. For exempt employees, this leave will be unpaid only when the employee is off work for a full workweek but the amount paid to exempt employees will be offset by the amounts compensated by the military during the

Exhibit 5

leave period. Payment under this section will occur after the employee has returned to work for the Company. In order to receive payment, the employee must submit a copy of his or her military pay vouchers, as well as approved timesheets. Employees may request to substitute accrued vacation for any unpaid portion of the military leave.

Employees must notify their immediate supervisor as soon as they know the required dates of service (unless such notice is precluded by military necessity or is otherwise impossible or unreasonable) and, if requested, furnish the supervisor with a copy of the official orders or instructions. Upon return from an excused military leave, the employee will be reinstated to his or her former position, or another position, to the extent required by applicable law. In order to be eligible for reinstatement, the employee must (1) report to the Company or submit an application for employment within the period required by federal and state laws; and (2) provide a certificate of satisfactory completion of service, as well as appropriate documentation to establish that the employee is eligible for reinstatement.

Vacation, sick and holiday benefits do not accrue during any unpaid period of military leave, and will resume upon the employee's return to active employment.

An employee whose service is completed in 30 or fewer days will continue receiving health benefits on the same terms as he/she received prior to commencing military leave. For service beyond 30 days, the employee has the ability to continue health benefits pursuant to applicable federal and state law. Upon an employee's return to work, the Company will count the time spent on military duty as time worked (1) for determining eligibility for FMLA or CFRA leave; and (2) for retirement plan eligibility, vesting, and benefit accrual; and (3) for other benefits that are based on length of service.

More information about the rights provided under the Uniformed Services Employment and Reemployment Rights Act (USERRA) can be found at <http://www.dol.gov/elaws/userra.htm> or by checking the poster entitled Your Rights Under USERRA which can be found in the Company's break room.

6.17 MILITARY SPOUSE LEAVE

Qualified employees will be given up to 10 days leave during the time in which the employee's spouse or registered domestic partner is on leave from deployment in a combat zone with the active duty or reserve military or national guard during a period of military conflict. Employees may use accrued PTO to cover this absence. If the employee has no accrued PTO, the employee must request time off without pay.

Qualifying employees are employees who work an average of 20 hours per week and have a spouse or registered domestic partner who is serving as (1) a member of the U.S. Armed Forces and who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States or (2) a member of the Armed Forces Reserve Components or the National Guard and has been deployed during a period of military conflict.

Exhibit 5

Qualifying employees who wish to request this leave must provide the Company with a written request for such leave within two business days of receiving official notice that the military spouse or domestic partner will be on leave from deployment. The employee must also provide written documentation to the Company certifying that the military member will be on military leave from deployment.

6.18 SCHOOL ACTIVITIES LEAVE

Any employee who is a parent, legal guardian, or grandparent having custody of one or more children in kindergarten or grades 1 through 12 inclusive, or attending a licensed child day care facility, may take up to 40 hours per calendar year off to participate in school activities of his/her children. Time off may not exceed 8 hours per month.

An employee must provide his/her supervisor/manager with reasonable advance notice of the planned time off. Employees may use accrued vacation time or take the time off without pay.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

If both parents work for the Company, the Company will grant time off to the first parent requesting time off. The other parent may request the same time off; however, the Company reserves the right not to grant the time off to the second parent.

The Company reserves the right to require the employee to provide certification from the school as verification of participation of the employee in the school activity.

6.19 DOMESTIC VIOLENCE/SEXUAL ASSAULT LEAVE

The Company provides leaves of absence without pay to employees who wish to take time off from work duties to ensure the welfare of a victim or a victim's child of domestic violence or sexual assault. The Company also provides unpaid time off to: seek medical attention, obtain services from a violence shelter, rape crisis center, obtain psychological counseling and to take other actions to ensure future safety.

Domestic Violence and Sexual Assault Leave will be unpaid. However, employees may use any available paid time off for the absence.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

6.20 REHABILITATION LEAVE

Our company is committed to providing assistance to our employees. Any employee who wishes to voluntarily enter and participate in an alcohol and/or drug rehabilitation program may be granted a reasonable accommodation. This accommodation may include time off

Exhibit 5

without pay and/or an adjusted work schedule, provided the accommodation does not impose an undue hardship on the Company. Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

In general, it is the employee's responsibility to notify their supervisor or manager of the need for accommodation.

This policy does not prevent the Company from refusing to hire or disciplining, up to and including discharge, an employee who is unable to perform his or her duties or cannot perform the duties in a manner that would not endanger his or her health or safety or the health or safety of others because of the current use of alcohol or drugs.

7 Termination

7.1 Voluntary Termination

An employee voluntarily terminates employment with the Company by voluntarily resigning his/her employment, by the Company's acceptance of the employee's letter of resignation, or by the employee failing to report to work for two consecutively scheduled workdays without notice to, and authorization by, his/her supervisor

7.2 Involuntary Termination

Employees may be subject to disciplinary action for violation of provisions of this Handbook, and the policies, rules and regulations of the Company. Human Resources will, in his/her sole discretion, utilize whatever form of discipline he/she deems appropriate under the circumstances, up to and including termination of employment. These guidelines are provided for informational purposes only and are not intended to be all-inclusive. Nothing here is intended or will be construed to change or replace, in any manner, the at-will employment relationship between the Company and the employee. Nothing here is intended to infringe upon employee rights under Section Seven (7) of the National Labor Relations Act (NLRA).

The following is some of the conduct, which may result in disciplinary action, up to, and including termination:

1. Willful or negligent violation of the provisions of this Handbook, or other applicable written rules, regulations and policies which do not conflict with this Handbook.
2. Manufacturing, distributing, dispensing, possessing, ingesting or using for any purpose controlled substances, including narcotics or illegal drugs, and/or alcohol in the workplace, or being under the influence of drugs and/or alcohol while on duty either on Company premises, while performing Company business, and/or while responding to work assignments.
3. Insubordination, including failure or refusal to comply with a lawful order or to accept a reasonable and proper assignment from a supervisor.
4. Failure to follow established safety regulations.

Exhibit 5

5. Inefficiency, unsatisfactory work quality or quantity, incompetence, carelessness, or negligence in the performance of duties.
6. Excessive absenteeism or tardiness.
7. Damage to or negligence in the care and handling of Company property.
8. Improper or unauthorized use of Company vehicles or equipment, or misappropriation of supplies.
9. Claim of sick leave under false pretenses or misuse of sick leave.
10. Furnishing false information to secure appointment or promotion.
11. Absence from duty without leave, failure to report after leave of absence has expired or after such leave of absence has been disapproved, revoked or canceled.
12. Acceptance by an employee of any bribe, gratuity, kick-back or other item of value when given in the hope or expectation of receiving preferential treatment.
13. Any action which reflects discredit on the Company or is a direct hindrance to the effective performance of the functions and business of the Company.
14. Failure to obtain and maintain a current license or certificate when required as a condition of employment.
15. Falsifying or altering Company records, including the application for employment and time records.
16. Interfering with the work performance of other employees.
17. Failure to maintain satisfactory and harmonious working relations with the public, clients or other employees.
18. Conviction of a crime which relates to the qualifications, functions, or duties of the employee's position.
19. Harassing, including sexually harassing, employees, vendors or clients.
20. Physical attack, fighting, or verbal altercations toward fellow employees, clients or the public.
21. Leaving the job without authorization.
22. Except where a requirement of the job, possessing a firearm or other dangerous weapon on Company property or while conducting Company business.
23. Theft of company property.
24. Allowing a patient and/or employee to purchase more than the maximum amount of cannabis/concentrate allotted.

Employees should be aware that nothing contained in this Handbook provision is intended to alter the at-will status of employment with the Company, and the Company reserves the right to terminate the employment relationship at any time, for any reason.

7.3 Return of Property

Employees are responsible for all Company property, material, or written information issued to them or in their possession or control. Employees must return all the Company property immediately upon request or upon termination of employment. The Company may take all action deemed appropriate to recover or protect its property.

Exhibit 5

7.4 Benefits Continuation (COBRA)

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the Company's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are voluntary or involuntary termination of employment; death of a covered employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at the Company's group rates plus an administration fee. The Company provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the Company's health insurance plan. The notice contains important information about the employee's rights and obligation

8 Disciplinary Practices

8.1 DISCIPLINARY POLICY

The purpose of this policy is to state the Company's position on administering fair and consistent discipline for unsatisfactory conduct in the workplace.

Although employment with the Company is based on mutual consent and both the employee and the Company have the right to terminate employment at-will, with or without cause or advance notice, the Company may discipline employees at its discretion. Nothing in this policy, however, is intended to in any way alter your at-will employment status.

Disciplinary action may include verbal warning, written warning, suspension (with or without pay), or termination of employment – depending on the particular circumstances. There may be circumstances when one or more disciplinary actions are either repeated, used in conjunction with one another, or bypassed altogether and immediate termination of employment is appropriate.

While it is impossible to list every type of behavior that may be deemed a serious offense, the **Involuntary termination** policy includes examples of serious offenses.

We hope that most employee problems can be corrected at an early stage, benefiting both the employee and the Company.

8.2 Corrective Action

A high level of job performance is expected of each and every employee. In the event that an employee's job performance does not meet the standards established for the position, employees should seek assistance from their supervisor or manager to attain an acceptable level of performance. If employees fail to respond to or fail to make positive efforts toward improvement, corrective action may ensue, including termination of employment.

Exhibit 5

It is the policy of the Company to regard discipline as an instrument for developing total job performance rather than as punishment. Corrective action is one tool the Company may select to enhance job performance. The Company is not required to take any disciplinary action before making an adverse employment decision, including discharge. Corrective action may be in the form of a written or oral reprimand, notice of inadequate job performance, suspension, discharge or in any combination of the above, if the Company so elects. The Company reserves its prerogative to discipline, and the manner and form of discipline, at its sole discretion.

If employees violate established Company procedures, guidelines, or exhibit behavior that violates commonly accepted standards of honesty and integrity or creates an appearance of impropriety, the Company may elect to administer disciplinary action.

9 Benefits

9.1 Benefits

The company makes group health benefits available to eligible employees. Eligible employees are full time employees who work 30+ hours a week.

Health benefits are paid in part by the company. The remainder of the costs is the employee's responsibility. Employees can receive details about benefits provided, contribution rates and eligibility from the Plan Administrator.

9.2 Workers' Compensation

As required by law, the company provides workers' compensation benefits for the protection of employees with work-related injuries or illnesses.

Workers' compensation insurance provides coverage to employees who receive job related injuries or illnesses. If an employee is injured or becomes ill as a result of his/her job, it is the employee's responsibility to immediately notify a supervisor of their injury in order to receive benefits. Report every illness or injury to a supervisor, regardless of how minor it appears. The company will advise the employee of the procedure for submitting a workers' compensation claim. If necessary, injured employees will be referred to a medical care facility. Employees should retain all paperwork provided to them by the medical facility. Failure to report a work-related illness or injury promptly could result in denial of benefits. An employee's report should contain as many details as possible, including the date, time, description of the illness or injury, and the names of any witnesses.

A separate insurance company administers the worker's compensation insurance. Representatives of this company may contact injured employees regarding their benefits under the plan. Additional information regarding workers' compensation is available from Applied Underwriters at (877) 234-4420

Exhibit 5

9.3 Paid Family Leave Insurance

California law creates a benefit program that allows eligible employees to receive benefits if they miss work due to specified family responsibilities. While the program does not create any leave entitlement, it is referred to Paid Family Leave Insurance ("PFLI"). Eligible employees may receive up to six weeks of PFLI benefits that replace a portion of their wages, subject to state-imposed limitations. Employees qualify for PFLI benefits only if they are unable to work and miss work to care for a seriously ill child, spouse, parent, or registered domestic partner, or to bond with a new child within the first year after the birth or placement of the child. The eligibility standards are set by the State of California and are not the same as those applicable to qualify for leaves of absence under the other policies of this Manual.

The PFLI program does not create a right to time off, nor does it guarantee reinstatement when the employee is ready to return to work.

If an employee must miss work for any reason, including one for which PFLI benefits may be available, the employee must provide at least 30 days' notice to the Company whenever the need for the absence is foreseeable. If the need for the absence is not foreseeable, the employee must provide notice as soon as possible after learning of the need for the absence. Failure to provide proper notice may result in disciplinary action, up to and possibly including termination of employment.

Employees must use their accrued vacation benefits, up to a maximum of two weeks of time, before they will qualify for PFLI benefits. If the employee has more than two weeks of vacation time accrued, such benefits may be combined with PFLI benefits so that the employee may receive their full lost wages during time off for reasons covered by the PFLI program.

The PFLI program is administered by the State of California. Although the Company provides employees information about the program, employees must apply for benefits directly with the California Employment Development Department ("EDD").

9.4 State Disability Insurance (SDI)

To protect employees who miss work due to non-work related injuries or illnesses, the law requires that a small percentage of an employee's wages, up to the prevailing maximum, be deducted each pay period for disability insurance. Benefits begin from the first day an employee is hospitalized or for non-hospitalization after the required waiting period. Employees will be paid a percentage of their regular earnings for a maximum period provided by law in any one year.

Employees are responsible for filing their claim and other forms promptly and accurately with the Employment Development Department. A claim form may be obtained from the Employment Development Department online, by telephone, or in person.

Exhibit 5

Employee Acknowledgement Form

The Employee Handbook describes the policies governing my employment with the Company. I understand that I should consult with my manager or Human Resources regarding any questions not answered in the Employee Handbook. I acknowledge that I have entered into my employment relationship with the Company freely and voluntarily. I understand that my employment with the Company is at-will, and that either the Company or I may terminate the employment relationship at any time, with or without notice or cause. I understand that the policies contained in this Handbook supersede all prior Handbooks, policy manuals, or policies. Since the information, policies, and benefits described in the Handbook are subject to change, I acknowledge that revisions to the Handbook may occur with or without notice, except with regard to my at-will employment, which requires a written agreement signed by the general partner, managing member, or the Board of Directors of the Company. I understand that revised policy information may supersede, modify, or eliminate existing policies in this Handbook. Only Company management has the ability to adopt any revisions to the policies in this Handbook. Furthermore, I acknowledge that this Handbook are not intended to, and do not in fact, constitute an employment contract.

I acknowledge that I have read and reviewed the Handbook and that it is my responsibility to comply with the policies contained therein. I acknowledge that I have reviewed all the policies, procedures, and rules contained in this Handbook, including but not limited to:

(a) all Company policies related to Equal Employment Opportunity, Unlawful Harassment and Discrimination and the Complaint Procedure. I understand that the Company strictly prohibits harassment and discrimination. I further understand and will comply with the procedures the Company has implemented for reporting harassment or discrimination. I also understand that no employee will be retaliated against for complaining of harassment or discrimination or for participating in an investigation. I understand that it is my responsibility to comply with these policies.

(b) all Company policies and rules regarding Voicemail, E-Mail and Technology Policy I understand and agree to follow the Company's policy, procedures, and rules. I understand that all electronic and telephonic communication systems as well as information transmitted, received, or stored in these systems is the property of the Company. I also understand that such systems are to be used solely for job-related purposes and not for personal uses and that I have no expectation of privacy in connection with the use of this equipment or the transmission, receipt, or information stored in such equipment. I agree to inform the Company manager of all passwords used by me related to use of this equipment. I further understand and agree not to use a code, access a file, or retrieve any stored communications unless authorized; and I acknowledge and consent to the Company's monitoring my use of this equipment at any time at its discretion. Such monitoring may include printing and reading all e-Mail entering, leaving, or stored in these systems, as well as accessing voicemail messages.

(c) I realize that nothing in this handbook is intended to infringe upon my rights under Section Seven (7) of the National Labor Relations Act (NLRA). Additionally, I am hereby made aware that under the Defend Trade Secrets Act I may not be held criminally or civilly liable under federal or state trade secret laws if I disclose a trade secret to a government official or attorney solely for the purpose of reporting or investigating a violation of law, or in a complaint or document filed in a lawsuit, if that filing is made under seal

Employee's Signature: _____ Date: _____

Employee's Name (Printed): _____

(Return this Page to the Human Resources Department)

Exhibit 5

Appendix –A

INJURY AND ILLNESS PREVENTION PROGRAM

RESPONSIBILITY

The Injury and Illness Prevention (IIP) Program administrator or facility manager has the authority and the responsibility for implementing and maintaining this IIP Program for 3220 Andrade, LLC dba Garden of Eden, (“Company”, “Eden”). Any work related and/or “on-site” injury shall be immediately reported to management. The injured employee and the Company shall immediately comply with all work compensation requirement. Additional Workers Compensation documentation is attached and should be read completely and understood prior to signing this document.

Managers and supervisors are responsible for implementing and maintaining the IIP Program in their work areas and for answering worker questions about the IIP Program. A copy of this IIP Program is available from the Employer.

COMPLIANCE

All workers, including managers and supervisors, are responsible for complying with safe and healthful work practices. Our system of ensuring that all workers comply with these practices include one or more of the following:

- Informing workers of the provisions of our IIP Program.
- Disciplining workers for failure to comply with safe and healthful work practices.
- All employees must use any and all safety equipment made available to them regarding the performance of all duties by the Company. This includes (but is not limited to) the use of protective gloves, protective eye wear, protective clothing and hairnets. If any employee feels that any of their assigned tasks would be made safer with the use of additional safety equipment (or simply feel safer performing any task with additional safety equipment), said employee shall immediately inform management of their request and the Company will make every effort to provide the requested equipment and shall not unreasonably deny any such request. Employees have the right to refuse to perform any task they feel is presents an unreasonable risk to their safety. No employee will perform any duty or task which they believe may possibly result in their injury.

COMMUNICATION

All managers and supervisors are responsible for communicating with all Employees about occupational safety and health in a form readily understandable by all Employees. Our communication system encourages all workers to inform their managers and supervisors about workplace hazards without fear of reprisal.

Our communication system includes the following:

Exhibit 5

- Our establishment has less than ten employees and communicates with and instructs employees orally about general safe work practices and hazards unique to each employee's job assignment.

HAZARD ASSESSMENT

Periodic inspections to identify and evaluate workplace hazards shall be performed by a competent observer in the following areas of our workplace:

- Cultivation floors including all Greenhouse rooms
- All Chemical Storage Rooms
- First aid stations and eye wash station
- Processing facility including all processing rooms
- Office and common area space

Periodic inspections are performed according to the following schedule:

1. When we initially established our IIP Program;
2. When new substances, processes, procedures or equipment which present potential new hazards are introduced into our workplace;
3. When new, previously unidentified hazards are recognized;
4. When occupational injuries and illnesses occur; and
5. Whenever workplace conditions warrant an inspection.

ACCIDENT/EXPOSURE INVESTIGATIONS

Procedures for investigating workplace accidents and hazardous substance exposures include:

1. Interviewing injured workers and witnesses;
2. Examining the workplace for factors associated with the accident/exposure;
3. Determining the cause of the accident/exposure;
4. Taking corrective action to prevent the accident/exposure from reoccurring; and
5. Recording the findings and actions taken.

HAZARD CORRECTION

Unsafe or unhealthy work conditions, practices or procedures shall be corrected in a timely manner based on the severity of the hazards. Hazards shall be corrected according to the following procedures:

1. When observed or discovered; and
2. When an imminent hazard exists, which cannot be immediately abated without endangering employee(s) and/or property, we will remove all exposed workers from the area except those necessary to correct the existing condition. Workers who are required to correct the hazardous condition shall be provided with the necessary protection.

Exhibit 5

TRAINING AND INSTRUCTION

All workers, including managers and supervisors, shall have training and instruction on general and job-specific safety and health practices. Training and instruction is provided:

1. When the IIP Program is first established;
2. To all new workers, except for construction workers who are provided training through a construction industry occupational safety and health training program approved by Cal/OSHA;
3. To all workers given new job assignments for which training has not previously provided;
4. Whenever new substances, processes, procedures or equipment are introduced to the workplace and represent a new hazard;
5. Whenever the employer is made aware of a new or previously unrecognized hazard;
6. To supervisors to familiarize them with the safety and health hazards to which workers under their immediate direction and control may be exposed; and
7. To all workers with respect to hazards specific to each employee's job assignment.

General workplace safety and health practices include, but are not limited to, the following:

1. Implementation and maintenance of the IIP Program.
2. Emergency action and fire prevention plan.
3. Provisions for medical services and first aid including emergency procedures.
4. Prevention of musculoskeletal disorders, including proper lifting techniques.
5. Proper housekeeping, such as keeping stairways and aisles clear, work areas neat and orderly, and promptly cleaning up spills.
6. Prohibiting horseplay, scuffling, or other acts that tend to adversely influence safety.
7. Proper handling of all cannabis products including proper storage of unprocessed and processed material.
8. Use of safety clothing, masks and gloves provided by the employer.
9. Proper reporting of hazards and accidents to supervisors.
10. Hazard communication, including worker awareness of potential chemical hazards, and proper labeling of containers.
11. Proper storage and handling of toxic and hazardous substances including prohibiting eating or storing food and beverages in areas where they can become contaminated.

RECORDKEEPING

We utilize the following as our recordkeeping policy:

Our establishment has fewer than twenty workers and is not on a designated high hazard industry list. We have taken the following steps to implement and maintain our IIP Program:

1. Records of hazard assessment inspections; and
2. Documentation of safety and health training for each worker.

Exhibit 5

Inspection records and training documentation will be maintained according to the following checked schedule:

Maintained for a period of one year unless regulation require a longer period.

**DECLARATION AND AGREEMENT TO ENTER INTO A LABOR PEACE AGREEMENT
AS A PRECONDITION FOR THE ISSUANCE OF A MEDICAL CANNABIS DISPENSARY PERMIT BY
ALAMEDA COUNTY**

3220 Andrade, LLC, a California limited liability company, as applicant (the "**Applicant**"), enters into this Declaration and Agreement (the "**Agreement**") with Alameda County (the "**County**") as of November 13, 2017 (the "**Effective Date**"), as a precondition for the County issuing the Applicant a Medical Cannabis Dispensary Permit pursuant to the County's Cannabis Laws and its implementing regulations, as amended from time to time (the "**Alameda County Cannabis Law**"). "**Medical Cannabis Dispensary**" shall have the same meaning as that term is defined in the Alameda Cannabis Law.

RECITALS

WHEREAS, on October 6, 2017, the County made an Request for Proposal for East County Medical Cannabis Dispensary Permits ("MCDOP") available for persons seeking a permit to operate a Medical Cannabis Dispensary within the County;

WHEREAS, under Section 26051.5(a)(5) of the California Business and Professions Code a prospective applicant with 20 or more employees for a State license to operate a Medical Cannabis Facility is required to provide a statement that the applicant will enter into, or demonstrate that it has already entered into, and abide by the terms of a labor peace agreement;

NOW, THEREFORE, as a precondition for the County issuing the Applicant a Medical Cannabis Dispensary permit pursuant to the Alameda County Cannabis Laws, the Applicant, intending to be legally bound by the Agreement, declares and agrees as follows:

**ARTICLE I—
LABOR PEACE AGREEMENT**

1.1. **Labor Peace Agreement.** The Applicant agrees to enter into and abide by the terms of a labor peace agreement if at any point during the Applicant's operation of a Medical Cannabis Facility in the County, the Applicant has 20 or more employees regardless of whether or not those 20 or more employees are employed at the Medical Cannabis Dispensary Facility.

1.2. **Declaration of Number of Employees.** The Applicant agrees to enter into and abide by the terms of a labor peace agreement if at any point during the Applicant's operation of a Medical Cannabis Dispensary Facility in the County, the Applicant has 20 or more employees regardless of whether or not those 20 or more employees are employed at the Medical Cannabis Dispensary Facility.

1.3. **Definitions.** For the purposes of this Agreement, the following definitions shall apply:

- (a) "**Employee**" does not include a supervisor.

(b) **“Labor peace agreement”** means an agreement between the Applicant and any bona fide labor organization that, at a minimum, protects the State’s proprietary interests by prohibiting labor organizations and members from engaging in picketing, work stoppages, boycotts, and any other economic interference with the Applicant’s business. This agreement means that the Applicant has agreed not to disrupt efforts by the bona fide labor organization to communicate with, and attempt to organize and represent, the Applicant’s employees. The agreement shall provide a bona fide labor organization access at reasonable times to areas in which the Applicant’s employees work, for the purpose of meeting with employees to discuss their right to representation, employment rights under State law, and terms and conditions of employment. This type of agreement shall not mandate a particular method of election or certification of the bona fide labor organization.

(c) **“Supervisor”** means an individual having authority, in the interest of the Applicant, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them or to adjust their grievances, or effectively to recommend such action, if, in connection with the foregoing, the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

ARTICLE II – GENERAL PROVISIONS

2.1. **Agreement Construed as a Whole.** The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning.

2.2. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

2.3. **Amendment.** This Agreement may be amended only in writing, signed by the Parties.

2.4. **Notices.** Any notice to be given or to be served upon the Applicant or its Principals in connection with this Agreement must be in writing, and may be given by a party or its attorney by: (a) express mail with proof of delivery; (b) personal delivery of written notice; or (c) email with read receipt. Such notices shall be given to the parties at the following addresses or to such other address as a party may from time to time designate by written notice to the other parties:

The Applicant:

3220 Andrade, LLC
Attn: Soufyan Abou-Ahmed
21227 Foothill Blvd.
Hayward, CA 94541

Declaration and Agreement

Page 2 of 4

4.5. Governing Law. This Agreement shall be construed according to and governed by the internal laws (without regard to conflict of laws principles) of the State of California (the "State").


[SIGNATURE PAGE FOLLOWS]

**SIGNATURE PAGE TO DECLARATION AND AGREEMENT
AS A PRECONDITION FOR THE ISSUANCE OF A MEDICAL CANNABIS DISPENSARY FACILITY
PERMIT BY ALAMEDA COUNTY**

IN WITNESS WHEREOF, the Applicant and its Principals have caused this Agreement to be executed and delivered under penalty of perjury as of the Effective Date.

THE APPLICANT, as applicant:

3220 Andrade, LLC, a California limited liability company, as applicant


By: Soufyan Abou-Ahmed, Member/*manager*


By: Shareef El-Sissi, Member/*manager*



Secretary of State
Articles of Organization
Limited Liability Company (LLC)

LLC-1

201730610087

FILED

Secretary of State
State of California

NOV 01 2017

IMPORTANT — Read instructions before completing this form.

Filing Fee — \$70.00

Copy Fees — First page \$1.00; each attachment page \$0.50;
Certification Fee - \$5.00

Note: LLCs may have to pay minimum \$800 tax to the California Franchise Tax Board each year. For more information, go to <https://www.ftb.ca.gov>.

This Space For Office Use Only

1. Limited Liability Company Name (See instructions — Must contain an LLC ending such as LLC or L.L.C. "LLC" will be added, if not included.)

3220 Andrade, LLC

2. Business Addresses

a. Initial Street Address of Designated Office in California - Do not enter a P.O. Box 3220 Andrade	City (no abbreviations) Sunol	State CA	Zip Code 94586
b. Initial Mailing Address of LLC, if different than Item 2a	City (no abbreviations)	State	Zip Code

3. Service of Process (Must provide either individual OR Corporation.)

INDIVIDUAL — Complete Items 3a and 3b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation) Christopher	Middle Name J.	Last Name Wood	Suffix
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box 235 Montgomery St., Suite 657	City (no abbreviations) San Francisco	State CA	Zip Code 94104

CORPORATION — Complete Item 3c. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) - Do not complete Item 3a or 3b

4. Management (Select only one box)

The LLC will be managed by:

One Manager

More than One Manager

All LLC Member(s)

5. Purpose Statement (Do not alter Purpose Statement)

The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

6. The information contained herein, including in any attachments, is true and correct.

Organizer sign here

Christopher J. Wood

Print your name here

LLC-1 (REV 04/2017)

2017 California Secretary of State
www.sos.ca.gov/business/be



I hereby certify that the foregoing transcript of 1 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

NOV 02 2017 *ML*

Date: _____

Alex Padilla

ALEX PADILLA, Secretary of State

**OPERATING AGREEMENT
OF
3220 ANDRADE, LLC**

This Operating Agreement (“**Agreement**”) is dated effective November 12, 2017 between 3220 Andrade, LLC, a California limited liability company (the “**Company**”), Shareef El-Sissi, Soufyan AbouAhmed, and John Franco (collectively hereinafter the “**Members**”).

SECTION 1 DEFINITIONS

Unless defined elsewhere in this Agreement, capitalized terms used in this Agreement will have the meanings ascribed to them in the attached Appendix A.

SECTION 2 COMPANY

- 2.1 Formation.** Effective November 1, 2017, the Members formed a limited liability company under the name 3220 Andrade, LLC, on the terms and conditions set forth in this Agreement and pursuant to the California Revised Uniform Limited Liability Company Act (the “**Act**”).
- 2.2 Name.** The business of the Company will be conducted under the 3220 Andrade, LLC.
- 2.3 Office.** The Company will maintain its principle business office within the State of California at the following address: 3220 Andrade Sunol, CA 94586.
- 2.4 Registered Agent.** Christopher J. Wood, Esq. is the Company’s initial registered agent in the State of California and the registered office is located at 235 Montgomery St., Suite 657, San Francisco, CA 94104.
- 2.5 Term.** The term of the Company commenced on November 1, 2017, and shall continue perpetually until terminated as provided in this Agreement.
- 2.6 Company Information.** Schedule 2.1 sets forth the following Company information:
 - (a) the number of Units owned by each Member;
 - (b) Each Member’s contributions to the Company, together with the date and value of the contributions;
 - (c) the name of the Manager; and
 - (d) the address of the Company, each Member, and the Manager.
- 2.7 Amendment.** The Company will promptly amend and restate Schedule 2.1 to account for any changes in the information set forth on Schedule 2.1 resulting from matters that occur in accordance with the Act, the Articles of Organization, and this Agreement. Upon an amendment, the Company will promptly deliver to each Member a copy of the amended and restated Schedule 2.1.
- 2.8 Approval of Acts of Organizer.** The Company and Members approve, ratify, and confirm all acts previously taken by the organizer of the Company in connection with filing the

Articles of Organization, provided the acts were not inconsistent with the Act or any other applicable law. The members hereby ratify the amendment of the initial articles of organization to provide for a manager-managed limited liability company within the meaning of the Act.

SECTION 3 PURPOSES AND POWERS

- 3.1 Purposes.** The Company may conduct or promote any lawful business for which a limited liability company may be formed within the State of California.
- 3.2 General Powers.** Subject to the Act, the Company may have and exercise all powers and do every other act not inconsistent with law which is necessary or convenient to promote and effect any and all of the purposes for which the Company is organized.

SECTION 4 MANAGEMENT AND MANAGEMENT RIGHTS OF MEMBERS

- 4.1 Management.** The Company is a manager-managed limited liability company.
- 4.2 Rights of Manager.** Except as otherwise provided in this Agreement, all decisions and documents relating to the management and operation of the Company shall be made and executed by the Manager. The Manager may designate other individuals to carry out management and operation functions of the Company, and may designate such individuals to execute documents which shall be legally binding on the Company.
- 4.3 Designation and Removal. A Manager:**
- (a) must be designated, appointed, elected, removed, or replaced by unanimous vote, approval, or consent of the Members; and
 - (b) holds office until a successor has been elected and qualified, unless the Manager sooner resigns or is removed.
- 4.4 Matters Requiring Consent of All Members.** The following matters of the Company require the prior express approval or consent of all the Members:
- (a) the amendment of the Articles of Organization;
 - (b) the amendment of this Agreement;
 - (c) the consent to dissolve the Company under Section 11.1(b);
 - (d) the making of interim distributions under Section 8.1;
 - (e) the redemption of Units;
 - (f) the issuance of Units;
 - (g) the transfer of Units by a Member;
 - (h) the sale, lease, exchange, mortgage, pledge, or transfer or disposition of all, or substantially all, of the Company's property, with or without goodwill;

- (i) the merger of the Company with any other entity;
- (j) the conversion of the Company into any other type of entity;
- (k) the incurring of indebtedness by the Company other than in the ordinary course of the business of the Company;
- (l) subject to Section 4.8(f), a transaction involving an actual or a potential conflict of interest between a Member or a Manager and the Company;
- (m) a change in the nature of the Company's business; and
- (n) any other matter specified in the Articles of Organization or this Agreement as requiring Member approval.

4.5 Matters Requiring Consent of Majority of Members. The following matters of the Company require the prior express approval or consent the Members holding at least 80% of the Membership Percentages:

- (a) admission of a new member.

4.6 Action by Members Without a Meeting. Action required or permitted to be taken by Members may be taken without a meeting. The action taken must be evidenced by written consent describing the action taken, signed by the Members, and delivered to the Company for inclusion in the minutes or filing with the Company records.

4.6 Action by Manager Without a Meeting. Action required or permitted to be taken by the Managers may be taken without a meeting. The action must be evidenced by written consent describing the action taken, signed by the Managers, and included in the minutes or filed with the Company records reflecting the action taken.

4.7 Agency Power. The Managers are agents of the Company for the purpose of its business. Subject to Section 4.4, the Managers may sign and deliver any instrument in the Company's name, including but not limited to any instrument transferring or affecting the Company's interest in real property.

4.8 Duties and Standard of Conduct.

- (a) The only fiduciary duties a Manager owes to the Company and the Members are the duty of loyalty and the duty of care set forth in Section 4.8(b) and Section 4.8(c).
- (b) A Manager's duty of loyalty to the Company and the Members includes the following:
 - (1) to account to the Company and hold for it any property, profit or benefit derived by the Manager in the conduct and winding up of the Company's business or derived from a use by the Manager of Company property, including the appropriation of a Company opportunity;
 - (2) except as provided in Section 4.8(e) and Section 4.8(f), to refrain from dealing with the Company in a manner adverse to the Company and to refrain from representing a person with an interest adverse to the Company, in the conduct or winding up of the Company's business; and

- (3) to refrain from competing with the Company in the conduct of the business of the Company before the dissolution of the Company.
- (c) A Manager's duty of care to the Company and the Members in the conduct and winding up of the business of the Company is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct or a knowing violation of law.
- (d) A Manager will discharge the duties to the Company and the Members under the Act or under this Agreement and exercise any rights consistent with the obligation of good faith and fair dealing.
- (e) A Manager does not violate a duty or obligation under the Act or under this Agreement merely because the Manager's conduct furthers the Manager's own interest.
- (f) A Manager may lend money to or transact other business with the Company, provided that any loan or transaction between the Manager and the Company must be authorized or ratified by the Members after full disclosure of all material facts.
- (g) Loans and other transactions between the Company and a Manager are binding on the parties in the same manner as transactions between the Company and persons who are not Managers, subject to other applicable law.
- (h) A Member owes no duties to the Company solely by reason of being a member.

4.9 Limitation of Liability

- (a) To the maximum extent permitted under the Act, the Members and the Managers will not have any liability to the Company for any loss suffered by the Company that arises out of any action or inaction of the Members or the Managers if the Members or the Managers, in good faith, determined that the course of conduct was in the best interests of the Company.
- (b) The debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, are solely the debts, obligations, and liabilities of the Company. Neither the Members nor the Managers are personally liable for a debt, obligation, or liability of the Company solely by reason of being or acting as a member or Manager.

4.10 Indemnification. To the maximum extent permitted under the Act, the Members or the Managers are entitled to be indemnified by the Company against any losses, judgments, liabilities, expenses, and amounts paid in settlement of any claims sustained against the Company or against the Members or the Managers in connection with the Company. The satisfaction of any indemnification and any saving harmless will be from, and limited to, Company assets, and the Members or the Managers will not have any personal liability on account of that indemnification.

SECTION 5 CONTRIBUTIONS

5.1 Initial Capital Contributions. The Members has contributed to the Company the assets (subject to the liabilities) described in Schedule 2.1 of this Agreement. The contributions of the Members to the Company may consist of cash, property, services rendered, or a promissory note or other obligation to contribute cash or to perform services.

5.2 Additional Capital Contributions. A Member is not required to make any additional contributions to the Company.

5.3 Membership Percentages. Each Members' percentage interest in the Company (the "Membership Percentage") is as follows:

Shareef El-Sissi	40%
Soufyan AbouAhmed	40%
John Franco	20%

5.4 No Interest on Capital Contributions. The Members will not be entitled to interest or other compensation for their capital contributions except as expressly provided in this Agreement.

SECTION 6 ALLOCATION OF PROFITS AND LOSSES

6.1 Allocations of Income and Loss. All items of income, gain, loss, deduction, and credit will be allocated among the Members pro rata in proportion to their respective Membership Percentages.

SECTION 7 ACCOUNTING, TAXES, AND BANKING

7.1 Books of Account. The Company will keep complete and accurate books of account and records in a manner sufficient to effect and carry out this Agreement. The books of account and records will be kept in accordance with sound accounting practices consistently applied.

7.2 Fiscal Year; Taxable Year. The fiscal year and the taxable year of the Company is the calendar year.

7.3 Bank Accounts. All Company funds will be deposited in one or more bank accounts in the Company's name. The Managers will determine the banks, the types of accounts, and the individuals who have authority with respect to the accounts. Company funds will not be commingled with the funds of the Members or the Managers.

7.4 Tax Returns. The Company will cause to be prepared and timely filed all federal, state, and local income tax returns for the Company. Within 90 days after the end of a taxable year, the Company will deliver to each Member:

- (a) any financial statements of the Company for the taxable year;
- (b) a statement showing the share of Company income, gain, loss, credit, and deduction for income tax purposes allocated to or against the individual Member for the taxable year; and
- (c) any other information concerning the Company that the individual Member may require to complete that Member's federal, state, and local income tax returns.

7.5 Reporting. Each Member will report the Member's share of Company income, gain, loss, credit, and deduction for income tax purposes in a manner consistent with this Agreement.

SECTION 8 DISTRIBUTIONS

- 8.1 Allocation of Interim Distributions.** Distributions of cash or other assets of the Company before the dissolution and winding up of the Company will be allocated to each Member.
- 8.2 Distribution in Kind.** Each Member, regardless of the nature of Member's contribution, has no right to demand and receive any distribution from the Company in any form other than cash.
- 8.3 Limitations on Distribution.**
- (a) A distribution may be made by the Company to a Member only if, after giving effect to the distribution, in the judgment of the Managers:
 - (1) the Company would be able to pay its debts as they become due in the ordinary course of business; and
 - (2) the fair value of the total assets of the Company would at least equal the sum of its total liabilities.
 - (b) Notwithstanding the above section, no distribution may be made to any Member until such instruments of indebtedness issued on behalf of the Company to creditors and identified as "Series 1" notes or other instrument of indebtedness on behalf of the Company are satisfied in full.
 - (c) Subject to the limitations above, the Managers may base a determination that a distribution is not prohibited under Section 8.3(a) either on:
 - (1) financial statements that the Managers reasonably believe have been prepared on the basis of accounting practices and principles that are reasonable in the circumstances; or
 - (2) a fair valuation or other method that the Managers reasonably believe is reasonable in the circumstances.
 - (d) For purposes of this Section 8.3, the amount, if any, by which a liability as to which the recourse of creditors is limited to specific property of the Company exceeds the fair value of the specific property will be disregarded as a liability of the Company.
 - (e) The effect of a distribution under Section 8.3(a) is measured for purposes of this Section 8.3:
 - (1) in the case of a distribution by purchase, retirement, or other acquisition of all or a portion of each Member's Units, as of the earlier of the date the money or other property is transferred or debt incurred by the Company or the date the Member ceases to be a member with respect to the Units purchased, retired, or otherwise acquired;
 - (2) in the case of any other distribution of indebtedness, as of the date the indebtedness is distributed; and

- (3) in all other cases, as of the date a distribution is authorized if the payment occurs within 120 days after the date of authorization or the date the payment is made if it occurs more than 120 days after the date of authorization.

SECTION 9 TRANSFER OF MEMBERSHIP INTEREST; VOLUNTARY WITHDRAWAL

- 9.1 **Transfer Prohibited.** No Members may assign, pledge, mortgage, sell, or otherwise transfer ("Transfer") any part of his or her interest in the Company without the prior written consent of the Members holding at least 80% of the Membership Percentages, and no Member has any right to substitute an assignee or any other person in the Member's place, and no assignee or any other person may be admitted to the rights of any Member without the prior written consent of the Members holding at least 80% of the Membership Percentages. This consent may be given or withheld in the absolute discretion of the Members.

- 9.2 **Voluntary Withdrawal.** Any Member may withdraw from the Company at any time for any reason, or for no reason, but only on six months' prior written notice to the other Members. For purposes of this Agreement, the death of a Member will be treated as a withdrawal by the deceased Member and the six-month notice requirement will not apply. On withdrawal by a Member, the other Members will have the right, in his or her sole discretion, to elect to:
 - (a) Dissolve the Company as provided in Section 11;
 - (b) Continue the Company and treat the withdrawing Member or his or her representative as an assignee of the economic rights and benefits of the Membership interest of the withdrawing Member, in which case the withdrawing Member will cease to have any voting or other management rights under this Agreement with respect to such Membership interest and neither the other Members nor the Company will have any obligation to purchase or redeem the Membership interest of or otherwise make any liquidating distribution to the withdrawing Member before the dissolution of the Company; or
 - (c) Continue the Company (with or without the admission of another Member to retain the status of the Company as a partnership for income tax purposes) and cause the Company to purchase the Membership interest of the withdrawing Member or his or her representative for the price and subject to the payment terms described in Section 10.

SECTION 10 PURCHASE PRICE AND PAYMENT TERMS

- 10.1 **Purchase Price.** On election by a Member to purchase the Membership interest of a withdrawing Member pursuant to Section 9.2(c), the purchase price will be the amount the withdrawing Member would have received in a liquidation of the Company if all the Company's assets were sold, as of the effective date of the withdrawal, for their respective fair market values as determined by the Member (or the other Members and the representative of a deceased Member) and all Company liabilities were satisfied out of those proceeds. For this purpose, no discounts for lack of marketability or for a minority interest will be used. If the Members cannot agree on the fair market value of the Company's assets, the value will be determined by an appraiser selected by the withdrawing Member from a list of five qualified independent appraisers proposed by the other Members.

- 10.2 **Payment.** The purchase price determined as provided in Section 10.1 will be payable, together with interest at the prime rate as published in the Wall Street Journal periodically, in

twelve substantially equal monthly installments of principal and interest commencing no later than thirty days after the effective date of the withdrawal. The Company may prepay the purchase price at any time without payment. The deferred purchase price will be an unsecured obligation of the Company.

SECTION 11 DISSOLUTION AND WINDING UP OF THE COMPANY

11.1 Dissolution. The Company will be dissolved and its affairs will be wound up upon the first to occur of the following:

- (a) upon reaching the time for dissolution, if any, specified in the Articles of Organization;
- (b) by the consent of all of the Members;
- (c) at such time as the Company has no members;
- (d) upon administrative dissolution by the Secretary of State;
- (e) upon entry of a decree of judicial dissolution; and
- (f) otherwise by operation of law.

11.2 Distribution of Assets Upon Dissolution. Upon the winding up of the Company, the assets of the Company will be distributed and applied in the following priority:

- (a) To payment and discharge of the expenses of liquidation and of all the Company's debts, including debts and liabilities owed to the Members;
- (b) To the Members to the extent of, and allocated among them pro rata in proportion to, their respective previously unreturned capital contributions; and
- (c) To the Members and allocated among them pro rata in proportion to their respective Membership Percentages.

11.3 Effect of Dissolution; Winding Up.

- (a) Upon dissolution, the Company continues its existence, but may not carry on any business except that which is appropriate to wind up and liquidate its business and affairs, including:
 - (1) collecting the Company's assets;
 - (2) disposing of the Company's properties that will not be distributed in kind to the Members;
 - (3) discharging or making provision for discharging the Company's liabilities;
 - (4) distributing the Company's remaining property to the Members in accordance with Section 11.2;
 - (5) adopting a plan of merger; and

(6) doing other acts necessary to wind up and liquidate the Company's business and affairs.

(b) The Managers may wind up the Company's affairs.

SECTION 12 RECORDS

The Company will keep at its principal office or registered office the following:

- (a) a current list of the full name and last-known business, residence, or mailing address of each Member and the Managers, both past and present;
- (b) a copy of the Articles of Organization and all amendments to the Articles of Organization, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;
- (c) copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years; and
- (d) a copy of this Agreement and all amendments to this Agreement, copies of any writings permitted or required under the Act, and copies of any financial statements of the Company for the three most recent years.

SECTION 13 GENERAL

- 13.1 Binding Effect.** This Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit.
- 13.2 Waiver.** No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.
- 13.3 Severability.** If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.
- 13.4 Further Assurances.** The parties agree to execute other documents and take other actions reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.
- 13.5 No Third-Party Beneficiaries.** The parties do not intend to confer any right or remedy on any third party.
- 13.6 Attachments.** Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.
- 13.7 Remedies.** The parties will have all remedies available to them at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.
- 13.8 Governing Law.** This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of California, without

giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement.

- 13.9 Venue.** Any action, suit, or proceeding arising out of the subject matter of this Agreement will be litigated in courts located in Alameda County, California. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Alameda County, California.
- 13.10 Attorney's Fees.** If any arbitration, action, suit, or proceeding is instituted to interpret, enforce, or rescind this Agreement, or otherwise in connection with the subject matter of this Agreement, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements specified in California C.C.P. §1032-1033.5, incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.
- 13.11 Entire Agreement.** Except for the Articles of Organization, this Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

[signature page to follow]

Dated effective as of the date set forth in the preamble.

Company:

3220 ANDRADE, LLC



By: Shareef El-Sissi
Its: Manager

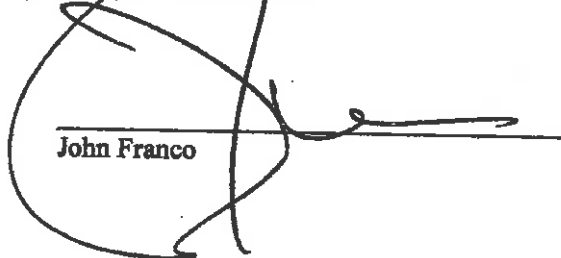
Members:



Shareef El-Sissi



Soufian AbouAhmed



John Franco

APPENDIX A

Definitions

“Act” means the California Revised Uniform Limited Liability Company Act, as amended from time to time.

“Articles of Organization” means the Articles of Organization of the Company filed with the California Secretary of State on March 21st, 2016, as amended on June 30th, 2016.

“Dissolution” means, with respect to an entity: (a) the judicial dissolution of the entity; (b) the administrative dissolution of the entity, but only after the applicable statutory period for reinstatement, if any, expires; or (c) any other dissolution of the entity, but only after the applicable statutory period for revocation of dissolution, if any, expires.

“Manager” means a person, who need not be a member, designated by Member to manage the Company’s business and affairs.

“Member” means a person with an ownership interest in the Company and all of the rights and obligations of a member specified in the Act, the Articles of Organization, and this Agreement.

“Property” means tangible and intangible property and ownership interests in or obligations of the Company.

“Units” means units that evidence an ownership interest in the Company.

SCHEDULE 2.1

Company Information as of November __, 2017

Member:

Name	Percentage	Contribution	Date of Contribution
Shareef El-Sissi	40%	Services Performed	N/A
John Franco	20%	Services Performed	N/A
Soufyan AbouAhmed	40%	Services Performed	N/A

Manager:

Shareef El-Sissi
21227 Foothill Boulevard
Hayward, CA 94541

Addresses:

Company:

3220 ANDRADE, LLC
Address:
3220 Andrade Rd
Sunol, CA 94586
Attn: Shareef El-Sissi

Members:

Shareef El-Sissi
21227 Foothill Boulevard
Hayward, CA 94541

John Franco
3220 Andrade Rd
Sunol, CA 94586

Soufyan AbouAhmed
21227 Foothill Boulevard
Hayward, CA 94541

**ACKNOWLEDGEMENT, DECLARATION, AND AGREEMENT
AS A PRECONDITION FOR THE ISSUANCE OF A MEDICAL CANNABIS Dispensary Permit
Issued by Alameda County**

3220 Andrade, LLC a California limited liability company, as applicant (the "**Applicant**"), enter into this Acknowledgement, Declaration, and Agreement (the "**Agreement**") with Alameda County (the "**County**") as of November 13, 2017 (the "**Effective Date**"), as a precondition for the County issuing the Applicant a Medical Cannabis Dispensary Permit pursuant to the County's Municipal Code and its implementing regulations, as amended from time to time (the "**Alameda Cannabis Law**"). "**Medical Cannabis Dispensary Permit**" shall have the same meaning as that term is defined in the Alameda Cannabis Law.

RECITALS

WHEREAS, October 6, 2017, the County made an Request for Proposal ("**RFP**") for r East County Medical Cannabis Dispensary Operator Permits ("**MCDOP**") available for persons seeking a permit to operate a Medical Cannabis Dispensary within the County;

WHEREAS, pursuant to Alameda Cannabis Law, a prospective applicant is required to agree to the following with the responses/application to the RFP:

- A. A statement that the applicant has the ability to comply with all laws regulating businesses in the State of California;
- B. An agreement to indemnify, waive and release the City from liability and maintain insurance coverage with the City as an insured party;
- C. A certification that all the information provided in the application is true and correct; and
- D. An authorization for the City or its officers, employees, or agents, to seek verification of information provided or additional information, as deemed necessary;
- E. A certification that the Applicant has reviewed and understand and accepts the standard conditions that are set forth by the County; and

NOW, THEREFORE, as a precondition for the County issuing the Applicant a Medical Cannabis Dispensary Permit issued pursuant to the Alameda Cannabis Laws, the Applicant and its Principal Members, intending to be legally bound by the Agreement, acknowledge and agreed as follows:

**ARTICLE I –
STATEMENT OF COMPLIANCE**

1.1. Alameda Cannabis Law. The Applicant and its Principal acknowledge that he has received a copy of the Alameda Cannabis Law and acknowledge that he has read and understands the provisions of the Alameda Cannabis Law as of the Effective Date. The

Acknowledgement, Declaration, and Agreement

Page 1 of 5

Applicant agrees that he shall monitor amendments and updates to the Alameda Cannabis Law and read and understand those amendments and updates before those amendments and updates become effective.

12 Statement of Compliance. The Applicant represents and covenants that he has the ability to comply with all laws regulating businesses in the State of California and the County, including the County Cannabis Law, as of the Effective Date. The Applicant agrees that he shall comply with all laws regulating businesses in the State of California and the County, including the Alameda Cannabis Law, for the term of any Medical Cannabis Dispensary Permit issued by the County to the Applicant pursuant to the Alameda Cannabis Law.

ARTICLE II –
INDEMNIFICATION and WAIVER AND RELEASE

21. Indemnification Agreement. The Applicant agrees to indemnify, defend, and hold harmless, at its sole expense, the County and its officers, employees, or agents from any claims, damages, injuries, or liabilities of any kind associated with (i) the Applicant's registration or operation of a Medical Dispensary Cultivation Facility or (ii) the County's or its officers, employees, or agents issuance or approval of any license or permit issued to the Applicant, or its officers, employees, or agents, to include but not be limited to: The prosecution of (i) the Applicant, its officers, employees, or agents or (ii) the County or its officers, employees, or agents for the violation of any federal or State law or regulation. The County may, in its absolute and sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve the Applicant of its obligations under this Agreement.

22. Waiver and Release of Liability.

(a) The Applicant acknowledges that the County is not assuming, nor is it imposing on its officers, employees, or agents, an obligation for which a breach thereof would expose the County to any liability whatsoever, to any person who claims that such breach proximately caused injury.

(b) The Applicant agrees that, to the fullest extent permitted by law the County shall assume no liability whatsoever, and expressly does not waive sovereign immunity, associated with (i) the Applicant's registration or operation of a Medical Cannabis Dispensary or (ii) the County's issuance or approval of any license or permit issued to the Applicant, its or its officers, employees, or agents, to include but not be limited to: The prosecution of (i) the Applicant, or its officers, employees, or agents or (ii) the County or its officers, employees, or agents for the violation of any federal or State law or regulation.

(c) The Applicant agrees that, to the fullest extent permitted by law, any actions taken by an officer, employee, or agent of the County under the provisions of all laws regulating businesses in the State of California and County, including the Alameda Cannabis Law, shall not become a personal liability of the officer, employee, or agent of the County.

**ARTICLE III –
CERTIFICATION OF INFORMATION**

3.1. Certification of Information. The Applicant hereby certifies under penalty of perjury that the information contained in the Applicant's application for a permit to operate a Medical Cannabis Dispensary within the County submitted to the City pursuant to the Alameda Cannabis Law, is true and correct. The Applicant authorizes the County and its officers, employees, or agents to investigate and seek verification of information contained in the Applicant's Application, or any additional information, as the County or its officers, employees, or agents, deem necessary.

**ARTICLE IV –
GENERAL PROVISIONS**

4.1. Agreement Construed as a Whole. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning.

4.2. Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

4.3. Amendment. This Agreement may be amended only in writing, signed by the Parties.

4.4. Notices. Any notice to be given or to be served upon the Applicant or its Principals in connection with this Agreement must be in writing, and may be given by a party or its attorney by: (a) express mail with proof of delivery; (b) personal delivery of written notice; or (c) email with read receipt. Such notices shall be given to the Parties at the following addresses or to such other address as a party may from time to time designate by written notice to the other parties:

To Applicant:
3320 Andrade, LLC
Attn: Soufyan Abou-Ahmed
21227 Foothill Blvd.
Hayward, CA 94541

4.5. Governing Law. This Agreement shall be construed according to and governed by the internal laws (without regard to conflict of laws principles) of the State of California.

[SIGNATURE PAGE FOLLOWS]

**SIGNATURE PAGE TO ACKNOWLEDGEMENT, DECLARATION, AND AGREEMENT
AS A PRECONDITION FOR THE ISSUANCE OF A MEDICAL CANNABIS Dispensary Permit
Issued BY THE Alameda County**

IN WITNESS WHEREOF, the Applicant has caused this Agreement to be executed and delivered under penalty of perjury as of the Effective Date.

THE APPLICANT, as applicant:

3320 Andrade LLC, a California limited liability
company, as Applicant



By: Soufyan Abou-Ahm

**ACKNOWLEDGEMENT, DECLARATION, AND AGREEMENT
AS A PRECONDITION FOR THE ISSUANCE OF A MEDICAL CANNABIS Dispensary Permit
Issued by Alameda County**

3220 Andrade, LLC a California limited liability company, as applicant (the "**Applicant**"), enter into this Acknowledgement, Declaration, and Agreement (the "**Agreement**") with Alameda County (the "**County**") as of November 13, 2017 (the "**Effective Date**"), as a precondition for the County issuing the Applicant a Medical Cannabis Dispensary Permit pursuant to the County's Municipal Code and its implementing regulations, as amended from time to time (the "**Alameda Cannabis Law**"). "**Medical Cannabis Dispensary Permit**" shall have the same meaning as that term is defined in the Alameda Cannabis Law.

RECITALS

WHEREAS, October 6, 2017, the County made an Request for Proposal ("**RFP**") for r East County Medical Cannabis Dispensary Operator Permits ("**MCDOP**") available for persons seeking a permit to operate a Medical Cannabis Dispensary within the County;

WHEREAS, pursuant to Alameda Cannabis Law, a prospective applicant is required to agree to the following with the responses/application to the RFP:

- A. A statement that the applicant has the ability to comply with all laws regulating businesses in the State of California;
- B. An agreement to indemnify, waive and release the City from liability and maintain insurance coverage with the City as an insured party;
- C. A certification that all the information provided in the application is true and correct; and
- D. An authorization for the City or its officers, employees, or agents, to seek verification of information provided or additional information, as deemed necessary;
- E. A certification that the Applicant has reviewed and understand and accepts the standard conditions that are set forth by the County; and

NOW, THEREFORE, as a precondition for the County issuing the Applicant a Medical Cannabis Dispensary Permit issued pursuant to the Alameda Cannabis Laws, the Applicant and its Principal Members, intending to be legally bound by the Agreement, acknowledge and agreed as follows:

**ARTICLE I –
STATEMENT OF COMPLIANCE**

1.1. Alameda Cannabis Law. The Applicant and its Principal acknowledge that he has received a copy of the Alameda Cannabis Law and acknowledge that he has read and understands the provisions of the Alameda Cannabis Law as of the Effective Date. The

Applicant agrees that he shall monitor amendments and updates to the Alameda Cannabis Law and read and understand those amendments and updates before those amendments and updates become effective.

12 Statement of Compliance. The Applicant represents and covenants that he has the ability to comply with all laws regulating businesses in the State of California and the County, including the County Cannabis Law, as of the Effective Date. The Applicant agrees that he shall comply with all laws regulating businesses in the State of California and the County, including the Alameda Cannabis Law, for the term of any Medical Cannabis Dispensary Permit issued by the County to the Applicant pursuant to the Alameda Cannabis Law.

ARTICLE II –
INDEMNIFICATION and WAIVER AND RELEASE

21. Indemnification Agreement. The Applicant agrees to indemnify, defend, and hold harmless, at its sole expense, the County and its officers, employees, or agents from any claims, damages, injuries, or liabilities of any kind associated with (i) the Applicant's registration or operation of a Medical Dispensary Cultivation Facility or (ii) the County's or its officers, employees, or agents issuance or approval of any license or permit issued to the Applicant, or its officers, employees, or agents, to include but not be limited to: The prosecution of (i) the Applicant, its officers, employees, or agents or (ii) the County or its officers, employees, or agents for the violation of any federal or State law or regulation. The County may, in its absolute and sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve the Applicant of its obligations under this Agreement.

22 Waiver and Release of Liability.

(a) The Applicant acknowledges that the County is not assuming, nor is it imposing on its officers, employees, or agents, an obligation for which a breach thereof would expose the County to any liability whatsoever, to any person who claims that such breach proximately caused injury.

(b) The Applicant agrees that, to the fullest extent permitted by law the County shall assume no liability whatsoever, and expressly does not waive sovereign immunity, associated with (i) the Applicant's registration or operation of a Medical Cannabis Dispensary or (ii) the County's issuance or approval of any license or permit issued to the Applicant, its or its officers, employees, or agents, to include but not be limited to: The prosecution of (i) the Applicant, or its officers, employees, or agents or (ii) the County or its officers, employees, or agents for the violation of any federal or State law or regulation.

(c) The Applicant agrees that, to the fullest extent permitted by law, any actions taken by an officer, employee, or agent of the County under the provisions of all laws regulating businesses in the State of California and County, including the Alameda Cannabis Law, shall not become a personal liability of the officer, employee, or agent of the County.

**ARTICLE III –
CERTIFICATION OF INFORMATION**

3.1. Certification of Information. The Applicant hereby certifies under penalty of perjury that the information contained in the Applicant's application for a permit to operate a Medical Cannabis Dispensary within the County submitted to the City pursuant to the Alameda Cannabis Law, is true and correct. The Applicant authorizes the County and its officers, employees, or agents to investigate and seek verification of information contained in the Applicant's Application, or any additional information, as the County or its officers, employees, or agents, deem necessary.

**ARTICLE IV –
GENERAL PROVISIONS**

4.1. Agreement Construed as a Whole. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning.

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To Applicant:
3320 Andrade, LLC
Attn: Soufyan Abou-Ahmed
21227 Foothill Blvd.
Hayward, CA 94541

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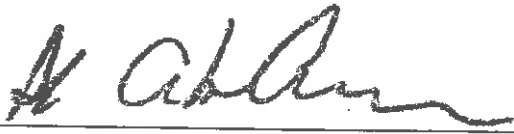
[SIGNATURE PAGE FOLLOWS]

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THE APPLICANT, as applicant:

3320 Andrade LLC, a California limited liability company, as Applicant

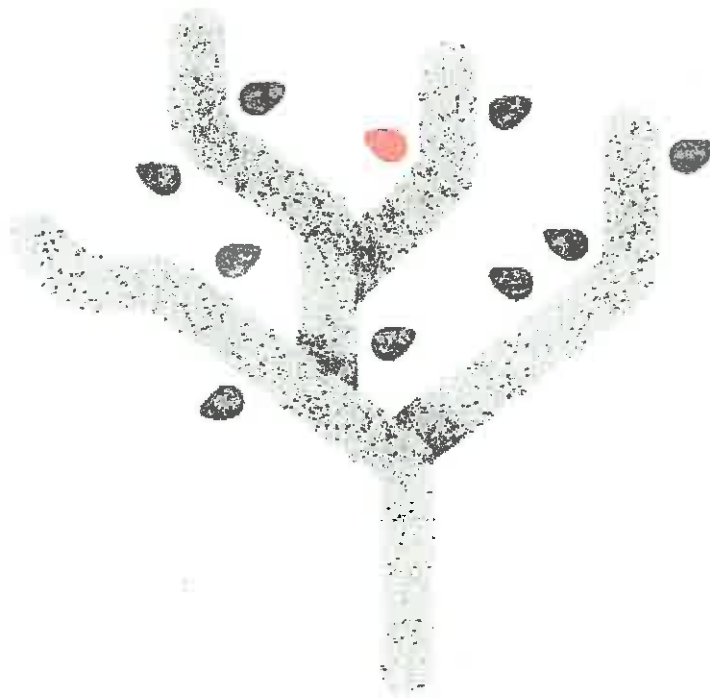


By: Soufyan Abou-Ahm

Exhibit 8

3220 ANDRADE, LLC

dba



GARDEN of EDEN

Exhibit 8

I. Garden of Eden Cooperative: Medical Cannabis Dispensary

The Garden of Eden is a medicinal cannabis collective located in Hayward, California permitted by Alameda County pursuant to the Alameda County Ordinance Code and operating under State law and regulations pursuant to medical cannabis collective Section 11362.775 of the Health and Safety Code. Mr. Soufayan AbouAhmed and Mr. Shareef El-Sissi respectively serve as the dispensary's CEO and CFO. Mr. AbouAhmed and Mr. El-Sissi intend to infuse their decade's worth of knowledge from operating in the cannabis space to elevate and set the gold standard for continued compliant operations in the County serving residents in the Sunol and surrounding areas. Their Hayward based operations have a pristine track record of compliance having been the purveyor of top quality tested medication to over 30,000 qualified patients. The collective is known throughout the community as an exemplary business sustaining membership in the Castro Valley/Eden Area Chamber of Commerce since 2010. District Four Supervisor Nathan Miley, in which the dispensary operates, has provided an endorsement letter recognizing the "great contributions" made to "the residents and their communities in [his] supervisory district."

II. Excelsior Analytical Lab

Excelsior Analytical Lab ("EAL") is a leading cannabis-testing laboratory currently providing testing services in the Bay Area operating out of Union City. EAL is positioning itself to provide the mandatory laboratory testing, that will eventually be required under pursuant to the MAUCRSA. EAL is member of the Association of Commercial Cannabis Laboratories ("ACCL"). The ACCL is a group of testing laboratories concerned with the lack of oversight in the industry. All members are required to come from valid scientific backgrounds and participate in internal ring testing to ensure accuracy and precision of testing results. Mr. El-Sissi assisted with the development of EAL along with his brother Omar El-Sissi when they noticed the void in the market to develop safety and testing protocols thereby ensuring patients received safe and clean medication.

Exhibit 8

Appendix

Appendix A: Garden of Eden permits 2008 - 2017 (Permit No. 06SB026) issued by the County of Alameda

Appendix B: Current Business License from County of Alameda

Appendix C: Proof of Membership of Castro Valley / Eden Area Chamber of Commerce since 2010

Appendix D: Accredited Business Certificate from the Better Business Bureau

NOT
TRANSFERABLE
County of Alameda
State of California
Permit No. 1838023
Expires 05/30/18

MEDICAL MARIJUANA DISPENSARY PERMIT

PERMITTEE NAME: Superior Access Alameda
BUSINESS NAME: Superior of Eden
ADDRESS OF PERMITTEE: 21227 Foothill Blvd Hayward, CA 94548
VALID FOR: Medical Marijuana Dispensary

Subject to revision as per Chapter 6.106 of Title 6 of the Alameda County Ordinance Code

Nancy J. Arce Sheriff

BY: [Signature] 3/24/18
Low Enforcement Services Date Recd

NOT to be used unless the operating conditions attached in addendum Standard Conditions of Dispensary

POST IN CONSPICUOUS PLACE

The Permittee/Dispensary further understands that the issuance of this permit does not shield you from prosecution under Federal Law or the Uniform Control of Narcotics

NOT
TRANSFERABLE

*County of Alameda
State of California*

Permit No. 1288016
Expires: 05/05/14

MEDICAL MARIJUANA DISPENSARY PERMIT

PERMITTEE NAME: Soufyan Abou-Ahmed
BUSINESS NAME: Garden of Eden
ADDRESS OF PREMISES: 21227 Foothill Blvd. Hayward, CA. 94545
VALID FOR: Medical Marijuana Dispensary

Subject to revocation as per Chapter 6.108 of Title 6 of the Alameda County Ordinance Code

May 3, 2012
Date Issued

If checked, subject to operating conditions attached in addition to Standard Conditions of Operation

POST IN CONSPICUOUS PLACE

*The Permittee/Business further understands that the issuance of this permit does not
protect you from prosecution under Federal Law of the United States of America.*

NOT
TRANSFERABLE

*County of Alameda
State of California*

Permit No. 1498028
Expires: 05/05/16

MEDICAL MARIJUANA DISPENSARY PERMIT

PERMITTEE NAME:

Soufyan Abou-Aboud

BUSINESS NAME:

Garden of Eden

ADDRESS OF PREMISES:

21227 Foothill Blvd. Hayward, CA. 94545

VALID FOR:

Medical Marijuana Dispensary

Subject to revocation as per Chapter 6.108 of Title 6 of the Alameda County Ordinance Code

Gregory J. Abem, Sheriff

BY:

Dale E. Armentl, Captain
Law Enforcement Services

May 6, 2014
Date Issued

If checked, subject to operating conditions attached in addition to Standard Conditions of Operation

POST IN CONSPICUOUS PLACE

The Permittee/Business further understands that the issuance of this permit does not protect you from prosecution under Federal Law of the United States of America.

NOT TRANSFERABLE
County of Alameda
State of California
Permit No. 08SB036
Expires: 05/05/10

MEDICAL MARIJUANA DISPENSARY PERMIT

PERMITTEE NAME: Southan About-Alimed
BUSINESS NAME: Garden of Eden
ADDRESS OF PREMISES: 21227 Foothill Blvd. Hayward, CA. 94545
VALID FOR: Medical Marijuana Dispensary

Subject to revocation as per Chapter 6.108 of Title 6 of the Alameda County Ordinance Code

BY: Gregory J. Ahern, Sheriff
Dale E. Arndal, Captain
Law Enforcement Services
MAY 6, 2008
Date Issued

(X) If checked, subject to operating conditions attached in addition to Standard Conditions of Operation

POST IN CONSPICUOUS PLACE

The Permittee/Business further understands that the issuance of this permit does not protect you from prosecution under Federal Law or the United States of America.

NOT
TRANSFERABLE

*County of Alameda
State of California*

Permit No. 10S19031
Expires: 05/05/12

MEDICAL MARIJUANA DISPENSARY PERMIT

PERMITTEE NAME:

Soufyan Abou-Ahmed

BUSINESS NAME:

Garden of Eden

ADDRESS OF PREMISES:

21227 Foothill Blvd. Hayward, CA. 94545

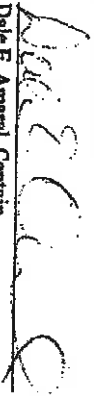
VALID FOR:

Medical Marijuana Dispensary

Subject to revocation as per Chapter 6.108 of Title 6 of the Alameda County Ordinance Code

Gregory J. Abem, Sheriff

BY:



Dale E. Arneral, Captain
Law Enforcement Services

May 6, 2010
Date Issued

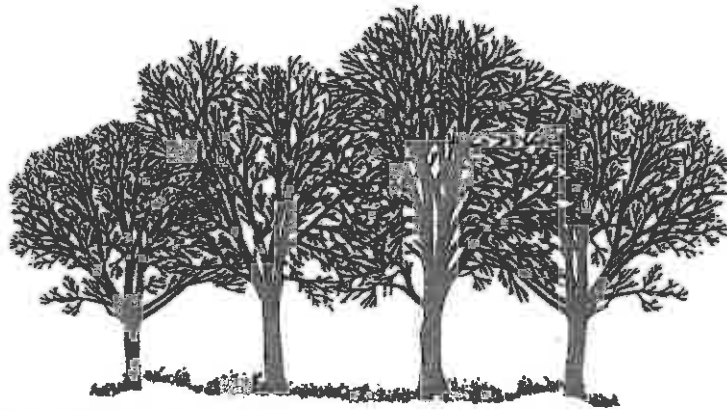
If checked, subject to operating conditions attached in addition to Standard Conditions of Operation

POST IN CONSPICUOUS PLACE

The Permittee/Business further understands that the issuance of this permit does not protect you from prosecution under Federal Law of the United States of America.

The Garden of Eden Cooperative

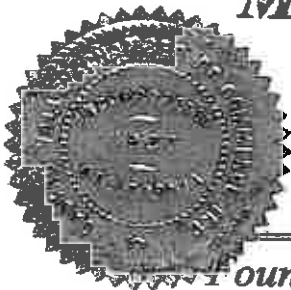
Looking to the future ~ Proud of our past



CASTRO VALLEY / EDEN AREA CHAMBER OF COMMERCE

Serving Ashland, Castro Valley, Cherryland, and San Lorenzo

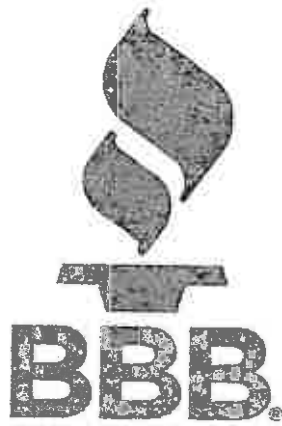
Member Since ~ 2010



Founded 1937

Authorized by

*Roberta Rivet
Executive Director*



ACCREDITED BUSINESS

The Garden of Eden Cooperative

**Valid Through
March 2016**

BETTER BUSINESS BUREAU

By affirmative vote of the Board of Directors, this organization has demonstrated that it meets the BBB Standards of Accreditation and further warrants that it supports the mission, services and standards of ethical business practices espoused by the accreditation of the BBB.



Authorized by

A handwritten signature in cursive script, appearing to read "Lori L.", written over a horizontal line.

President & CEO

3220 Andrade, LLC
dba



GARDEN of EDEN

**STAFF & PATIENT EDUCATION
MATERIALS**

Exhibit 3 – Attachment G – Staff and Patient Education Materials

This is the written Staff and Patient Education and Support Materials for 3220 Andrade, LLC dba Garden of Eden (“We”, “Us”, “Our”, “Company”, “Garden of Eden”). These educational materials serve to advance the Company’s mission to educate and improve the health and safety needs of the of our medical patients. Garden of Eden’s staff will be continually updated and educated with the most up to date information for paramount customer service.

Exhibit 3 – Attachment G – Staff and Patient Education Materials

Executive Summary

Garden of Eden (“GOE”) will be a leader in educating its staff and thereby its patients about the different strains of cannabis current availability, methods of ingestion and the effects of each strain.

GOE will coordinate with medical professionals knowledgeable regarding medical cannabis and cannabinoid therapies to curate these and ongoing staff and patient materials. By employing this strategy our staff will have the tools to provide consumer with the most up to date information about medical cannabis and the growing list of ailments it can benefit.

Our policy will be to provide new patients with a package of information containing an exhaustive set of education materials. These education materials include information on the following topics, which will be covered more in-depth herein:

- Limitations on qualified patient’s rights to possess and use medical cannabis;
- Information to make qualified patients aware of the quality of the product;
- A warning not to consume medical cannabis in public places;
- A warning that ON-SITE CONSUMPTION OF MEDICAL CANNABIS ANYWHERE ON THE PREMISES SHALL BE STRICTLY PROHIBITED including parking areas, or other surroundings within 200 feet of the Dispensary’s entrance;
- What is cannabis? (Indicia, sativa, hybrids);
- Medical Cannabis Patients’ Bill of Rights;
- Using Cannabis safely – test dosing flower, concentrates, topical, and edibles;
- How to keep a cannabis experience/treatment log;
- A description of potential side-effects and how to educate qualified patients regarding potential side-effects;
- A description of how patients can report adverse events related to medical cannabis use;
- Methods of using medical cannabis, including:
 - A description of ingestion options;
 - A description of inhalation techniques; and
- Patients will also be provided with a host of links and other outside resources relating to medical cannabis.

GOE will maintain an inventory of brochures and information sheets in our dispensary that are made available to all staff and patients; such materials are kept on display. This information is curated by our medical professionals and is regularly updated and posted on our website. All staff will be trained on dissemination via attending at least one company provided educational tutorial.

Exhibit 3 - Attachment G - Staff and Patient Education Materials

I. What is Cannabis?

Cannabis—also called marijuana, weed, herb, pot, grass, bud, ganja, Mary Jane, and a vast number of other slang terms—is a greenish-gray mixture of the dried, shredded leaves and flowers of *Cannabis sativa*—the hemp plant. Some users smoke cannabis in hand-rolled cigarettes called joints; many use pipes, water pipes (sometimes called bong), or cannabis cigars called blunts (often made by slicing open cigars and replacing some or all of the tobacco with cannabis).

Cannabis can also be used to brew tea and, particularly when it is sold or consumed for medicinal purposes, is frequently mixed into foods ("edibles") such as brownies, cookies, or candies. In addition, concentrated resins containing high doses of cannabis's active ingredients, including honey-like "hash oil," waxy "butter," and hard amber-like "shatter," are increasingly popular among medical users.

Cannabinoids

Cannabinoids are the active components in cannabis that affect the brain and body to provide a number of medical benefits, ranging from pain relieve to feelings of calm and well-being. Each strain of cannabis contains varying levels of individual cannabinoids, causing effects that are specific to the physiology of the patient. Dispensary management will work with knowledge medical professionals so that patients have a wide selection of medication to ensure the cannabis treatment plans/protocols will work for all of our patients.

In terms of measurable effects on the body, the two main cannabinoids are THC (tetrahydrocannabinol) and CBD (cannabidiol). In most cannabis strains, THC is the significantly higher, and results in the "high" users feel due to the psychoactive effects THC provides. Strains high in CBD, on the other hand, can have a significant difference in the effect as CBD primarily affects the body. While CBD is not considered psychoactive in itself, it can impart many of the medicinal benefits of cannabis and can also moderate the effects of THC. In this context, a CBD content of around 1% could be considered comparatively high, while a strain with low cannabidiol content would contain 0.6% CBD or less. Some patients prefer strains with low THC content to avoid the psychoactive effects of cannabis, but it is imperative to note that CBD and THC work synergistically in their effects and benefits.

Below is a list of common cannabinoids:

CBD (cannabidiol) is one of the most sought out of the nearly 60 active cannabinoids that make up the cannabis plant. It is a major constituent of the plant, accounting for up to 40% of the plant's extract, as a non-psychoactive component. CBD produces many of the medicinal benefits of cannabis, while also balancing the psychoactive effects of the cannabinoid THC.

Exhibit 3 – Attachment G – Staff and Patient Education Materials

Recently, there is an increasing focus on the therapeutic benefits of CBD, especially in its treatment of cancer, seizure disorders, pain management, and neurological disorders. More uses for other ailments are being realized everyday.

Many patients seek out CBD-only medications in an effort to remain functional throughout the day, avoiding the psychoactive effects of THC and therefore we are sure to have this option available to our patients. Although CBD has found to inhibit the “high” effects of the THC, THC works synergistically with CBD, increasing the positive effects of the cannabinoid.

Cannabinol (CBN) is mildly psychoactive, decreases intra-ocular pressure, and seizure occurrence.

Cannabichromene (CBC) promotes the analgesic effects (pain relief) of THC and has sedative (calming) effects.

Cannabigerol (CBG) has sedative effects and antimicrobial properties, as well as lowers intra-ocular pressure.

Tetrahydrocannabivarin (THCV) is showing promise for type 2 diabetes and related metabolic disorders.

II. Description of Strains and Products

Choosing the right cannabis strain for each patient’s condition can be a daunting challenge. It is Garden of Eden’s goal to inform our patients about the best possible strain options to suit their specific needs, as well as the best method of administering their medication. At our dispensary we offer a wide variety of flower, edibles, concentrates, topicals. This helps our staff patients make the best selection for their individual needs and ailments. This section will provide information regarding the differences between Indica, Sativa and Hybrid strains, as well as the different cannabinoids present in Cannabis, the effects they have on a patients mind and body and their medicinal benefits.

a. Strains

We will provide a changing variety of medical Cannabis strains with a specific focus on providing a large variety of those strains, which are organically and locally grown. The availability of different strains at the dispensary will be listed on the dispensary’s website and is available by phone to qualified patients. Patients may view and smell samples of the strains we have available at the dispensary.

Sativa

Mature sativa plants are trees over 12 feet, occasionally reaching 20 ft. or more. The primary effects of Sativa dominant strains are on thoughts and feelings. Sativa’s tend to produce stimulating feelings, and many prefer it for daytime use. Sativa strains normally

Exhibit 3 – Attachment G – Staff and Patient Education Materials

have medium to high THC potency and a relatively low CBD content. Below are some noted therapeutic effects felt by those patients who utilize sativa's.

- Stimulating / energizing
- Increased sense of well-being, focus, creativity
- Reduces depression and elevates mood
- Relieves headaches/migraines
- Anti-nausea

Indicia

Indicia plants are densely vegetated bushes maturing more quickly but at heights typically less than 8 ft. The primary effects of using Indicia are on the body. Indicia's tend to produce sedated feelings, and many patients prefer it for nighttime use. Indicia strains of cannabis generally have medium to high THC content as well as comparatively high CBD content. Some patients experience the following therapeutic effects:

- Provides relaxation / reduces stress
- Relaxes muscles spasms
- Promotes restful night sleep
- Reduces anxiety
- Reduces nausea and stimulates appetite
- Reduces intra-ocular pressure
- Reduces seizure frequency / anticonvulsant

Hybrids

Hybrid strains provide the best of both worlds. Hybrids can be broken down into the following:

- **Sativa-dominant:** often associated with a cerebral high with a relaxing body effect. These hybrids can provide physical and mental relief. Some examples of strains that are sativa-dominant hybrids: Mars OG, Neptune OG, Headband, Juicy Fruit, J1, Sour Diesel, and Purple Trainwreck.
- **Indicia-dominant:** These strains provide a full-body pain relief, with a relaxing head high. Recommended for nighttime use to go to sleep or daytime relief from minor pain. These strains are ideal for patients who suffer from all types of autoimmune diseases as well as insomnia or depression. Some examples of strains: Tahoe OG, Kosher Kush, Skywalker OG, Purple Urkle, Girl Scout Cookies, Blackberry Kush.
- **Even Hybrids (50/50):** Ideal strains for people seeking a perfect balance of head and body. Some examples of strains that are 50/50: White Widow, Blue Dream, Blue Widow, XJ-13, Purple Diesel, and Super Silver Haze.

Exhibit 3 – Attachment G – Staff and Patient Education Materials

Below is a list of strains and the conditions they can treat curated by our medical professional that our dispensary staff can refer to when assisting our patients select the medication that is best to treat their ailment(s). This list will be updated based on our patient's anecdotal evidence and new medical developments.

Afghanica	Nausea, pain
Afghanic x Haze	PMS
AK-47	Pain, nausea, depression, insomnia, headache
Alien Train Wreck	Asthma
Apollo 13	Back pain
Auntie Em	Crohn's Disease, MS
Aurora B	Nausea, joint pain, arthritis
Berry-Bolt	Insomnia, joint pain
Big Bang	Used to sedate and relieve stress & anxiety amongst sufferers of severe anxiety, etc.
Big Kahuna	Herniated disc pain, arthritis
Black on Blue Widow	HIV, back pain
Black Vietnamese	Nausea, muscle spasms, pain
Blue Fruit	Crohn's Disease, muscle spasms
Blue Moonshine	Anxiety, depression, insomnia
Blue Satellite x Jack Herer	Depression, nausea
Blue Satellite	Pain, nausea, insomnia, anxiety, muscle tension
Blueberry	Nausea, insomnia, pain
Bog Sour Bubble	Pain, anxiety
Bonzo Bud	Body pain, migraine
Budacolumbia	Nausea
Burmaberry	Migraine, depression
Burmese kush	Anxiety, depression
C99 x Great White Shark	Anxiety
Cali-O	Nausea
Catalyst	PMS
Cinderella 99	Nausea
CIT	Pain, nausea, insomnia
Citral	Insomnia
Cripple Creek	Ankylosing Spondylitis, Hepatitis C, Degenerative Disc Disease, IBS, Interstitial Cystitis, Chronic Rotator Cuff

Exhibit 3 – Attachment G – Staff and Patient Education Materials

	Disease
Deep Chunk	Joint pain, insomnia
Dynamite	Asthma, Crohn's Disease, Hepatitis C
NYC Sour Diesel	Edema, epilepsy, fibromyalgia, radiculopathy
El Nino	Nausea, insomnia
Fieldale Haze	Anxiety, back pain
Fig Widow	Back pain, psychosis
Firecracker	Anxiety, depression, nausea
G13 x HP	Nausea, joint pain, insomnia
G-13	Depression, pain, ADD, ADHD
Grapefruit	Arthritis, Hepatitis C, pain, nausea
Green Queen	Epilepsy, neck/spine pain
Green Spirit x Timewarp x Herijuana	RLS, insomnia, migraine, joint pain
Green Spirit	Nausea, headache, body pain
Herijuana x Trainwreck	Diabetic neuropathy, joint pain, insomnia, MS
Herijuana	Pain, nausea, insomnia
Ice Princess x Bubblegum	Migraine
Jack Herer	Anxiety, fibromyalgia
Juicy Fruit	Insomnia, joint pain, anxiety
Kali Mist	Nausea, depression
Kal-X	Body pain
Killer Queen	Depression, back pain
Krinkle x Kush x Freezeland	MS muscle spasms
Leda Uno	Insomnia
Legends Ultimate Indicia x Herijuana	Muscle spasms, pain
Legends Ultimate Indicia	Insomnia, IBS
Lemon Chemo	Insomnia, back pain, migraine
Lemon Haze	RLS, chronic fatigue
Lifesaver	Nausea, headache, pain, insomnia
Lollipop	Cachexia, degenerative bone/disc disease, edema, general pain, general seizures, glaucoma, migraine, MS, nausea, Post-Traumatic Stress Disorder
Lowryder	Nausea, pain, headache

Exhibit 3 – Attachment G – Staff and Patient Education Materials

LSD	Nausea, anxiety, depression, headache
M-39	Depression
Magic Crystal	Migraine, PMS, depression, SADS, mania, nausea
Mango Northern Lights # 5 x	Pain, nausea, insomnia, anxiety
Mango	Back pain, nausea
Masterkush	Nausea
Medicine Woman	Diabetic neuropathy, general pain, general seizures, glaucoma, Hepatitis C, muscle spasms, nausea, radiculopathy
Misty	Hepatitis C, back pain, insomnia, nausea
Motarebel Oguana Kush	Nerve Pain, muscle spasms, back pain, headache, insomnia
Mountainberry	Insomnia, migraine, pain
Northern Lights # 1	Arthritis
Northern Lights # 2	Nausea, insomnia
Northern Lights Jamaican x	Arthritis
Northern Lights Cinderella 99 x	Depression
Northern Lights x Shiva	Body pain, back pain, toothache
Northern Lights	Anxiety, radiculopathy, insomnia
Northernberry	Pain
Oregon 90	Insomnia, joint pain, RLS, pain, nausea
Original Mystic	Epilepsy
Phaght Betty	Cachexia, degenerative bone/disc disease, Post-Traumatic Stress Disorder
Queen Bee	Neck/spine pain
Sensi Star	Migraine
Shiskaberry x Dutch Treat	Migraine, anxiety, insomnia, nausea
Shiskaberry x Hash Plant	Anxiety, nausea
Skunk # 1	Nausea
Snow White	PMS

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Sour cream	Insomnia, joint pain, nausea
Stardust 13	Pain, nausea, insomnia
Strawberry Cough	Back pain, depression
Super Impact x AK-47	Pain, insomnia
Super Impact	Nausea, insomnia, muscle pain, depression, anxiety, SADS, mania
Super Silver Haze	Nausea, depression
Trainwreck	Anxiety, arthritis, diabetic neuropathy, depression
TW x LUI	Arthritis, nausea
TX	Arthritis, asthma, general pain, general seizures, glaucoma, MS
Wakeford	Anxiety, nausea, insomnia
White Rhino - aka Medicine Man	Body pain, back pain, joint pain, insomnia
White Russian	Pain, nausea
White Widow x Big Bud	Depression
White Widow	Cachexia, Hepatitis C, Post-Traumatic Stress Disorder

b. Test Dosing

Each patient will experience the effects of medical cannabis differently. For example, a strain that makes some patients sleepy might not have that effect on others. One person may get pain relief from a strain while another does not.

In general, however, the strength of the effects (both medical and side effects) is dependent upon the amount of THC (the primary active ingredient) and other cannabinoids as described above. The amount of THC varies with strain and the methods used in cultivation. There can be a great variation in potency of different strains. The key is to use just enough to get the desired medical effect, while minimizing the negative side effects.

Start with a low dose of 2.5 to 5 milligrams of THC and wait two hours before consuming any more medication. Your digestive system processes THC slowly, especially if you have already eaten a substantial meal. Once inside your liver, THC is converted into another chemical, which is actually more potent, explaining the intensity and significant palliative benefit of medicating with an edible.

c. Paraphernalia and Methods of Ingestion

There are many ways for patients to ingest cannabis and our staff educates our patients about these different methods both with handouts and information dispensed by our staff,

Exhibit 3 – Attachment G – Staff and Patient Education Materials

which has been curated by our outside medical professional consultants. The information below is provided in brochure form (updated quarterly or when new information becomes available) and distributed to all new patients. Additional copies are available to patients upon request. This information is also provided on the website and can also be shared telephonically upon request.

The following are the most common ingestion options of medical cannabis and cannabis-derived products, which are featured in our dispensary:

Inhalation – Smoking and Vaporizing

Smoking is a quick and efficient way to deliver an optimum therapeutic dose of cannabinoids because the patient is able to feel the effects almost immediately and can stop as soon as the desired relief is achieved. The trade-off is an increased risk of bronchitis or other respiratory irritation. Vaporization is an effective way to deliver the therapeutic components of medical cannabis without the toxic by-products of combustion.

Methods to smoke and vaporize medical cannabis include using a pipe, a water pipe or a cannabis cigarette often referred to as a joint or pre-roll. A pipe is lit directly and can cause irritation because of the heat of the smoke. A water pipe can be useful because it cools down the cannabis smoke and all but eliminates second hand smoke. A cannabis cigarette is consumed like a normal cigarette. Each of these options should be talked about with a patient to determine the desired result and which method best suits the patient's needs.

Oral – Edibles (infused baked goods & tinctures)

Eating medical cannabis is an option that avoids the risks of bronchitis or lung irritations associated with inhaling smoke it also provides a more long lasting and concentrated result. There are several ingestion options for medical cannabis. The active ingredients in cannabis are fat and alcohol soluble, so they can be extracted and added to food entering the system through the digestive tract rather than through the lungs. This type of consumption of cannabis tends to be both slower and more efficient than smoking. Further, the noxious effects of consuming heated smoke are completely eliminated. For these reasons, this is the favored method of cannabis consumption by many patients. The following are some recommendations when consuming cannabis-derived edibles.

Topicals (lotions, saves, patches)

Topicals are cannabis-infused lotions, balms, and oils that are absorbed through the skin for localized relief of pain, soreness and inflammation anecdotal evidence is emerging to show a widening spectrum of potential benefits, from psoriasis, dermatitis and itching to headaches and cramping. Because they are non-psychoactive patients who want the therapeutic benefits of medical marijuana without the cerebral euphoria associated with other delivery methods often choose topicals. These topicals can also be strain specific

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meaning they attempt to harness certain terpenes and cannabinoids and can also be mixed with essential oils for additional relief like cayenne, wintergreen and clove.

For example, a THC infused rub with some cooling menthol and peppermint is a perfect way address sore achy muscles. Additionally, to address localized pain a warming balm that combines the deep painkilling properties of cannabinoids with a tingling soothing sensation may be the best treatment protocol.

Concentrates (wax, shatter, dabbing)

These pieces are designed to have a skillet or nail made from glass, quartz or titanium that is heated with a handheld torch the user then 'dabs' a small amount of the extract onto the hot nail causing the concentrate to flash into a vapor that you inhale through a glass pipe.

The following Ingestion handout is kept on file and available for reference for staff and patients:

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Methods of Using Cannabis

Listed below (in order of prevalence) are several options on how to use your medical cannabis. Please read the above information on how to use cannabis safely and be sure that medical cannabis is right for you before trying any of the techniques listed below.



Smoking

Onset: 1-5 min. Duration: 1-5 hrs.

Is fast and effective, with the medicinal effect being fully felt in a short time, usually less than five minutes, but some strains may take longer. This delivery method is good for those needing fast relief.

- Cannabis may be ground/cut and then rolled into a "joint". Recommendation: rice or hemp paper for health reasons and the conservation of trees
- Glass pipes can be used to avoid smoking paper and are useful for small quantities. Water pipes can be used to cool the temperature of the inhaled plant matter.
- Vaporizers can be used for a smoke free alternative.



Edibles

Onset: 1-2 hrs. Duration: 1-6 hrs.

The active ingredients of the cannabis plant can be extracting into fats (butters and oils) which can be used for making baked goods to provide relief to those who are unable to smoke, prefer ingesting or to complement smoking.

Note: Edible products (cookies, suckers, brownies, etc.) are available for purchase at many dispensaries throughout AZ. For those with strict diets, healthier options can be prepared in your home kitchen.



Tinctures/Teas

Onset: 5-30 min. Duration: 1-6 hrs.

Another technique used to extract cannabinoids from cannabis, tinctures can be added to drinks (hot and cold) and to a variety of food. Unlike edibles, tinctures are alcohol and glycerin based which can allow them to be easily mixed in a variety of beverages such as tea or coffee. A tincture proves another non-smoking alternative.



Topicals

Onset and Duration: Variable

Topical preparations are made through extracting cannabis into handmade creations that can be applied to the skin such as ointments, lotions, lip balms, soap, to name a few. Topical delivery can be effective for arthritis, muscle spasms, rashes, etc. The majority of patients who use topical preparations do not feel the internal medicating effects that come with smoking and ingestion delivery methods.



Waxes

Onset: 1-5 min. Duration: 1-5 hrs.

Solvent-based extracts are quickly becoming popular due to their ease-of-use and dosing consistency. This class of extracts often comes in varying wax-like forms. Typically, these extracts are vaporized by consumers and used in commercial edibles. Butane is the most common solvent used, but CO2 is gaining in popularity due to its safety.

III. Information on Possible Side Effects and Contraindications for Medical Cannabis

Side Effects

In spite of its many benefits there are some side effects that medical cannabis might produce in its users. Garden of Eden will work hard not only to identify these potential side effects but also provide information on how to limit these side effects if they exist.

1. “Dry Mouth and Increased Appetite”

The use of medical cannabis may result in increased thirst and/or hunger. Often thirst is associated with the initial stage of cannabis use if it is inhaled. As time passes the thirsty feeling often gives way to hunger. Thirst and hunger are sensations our body is likely to confuse. We often feel hungry when our bodies are actually slightly dehydrated and thirsty. If a patient is using medical cannabis to stimulate appetite or reduce nausea so they can now eat properly, then they are taking take advantage of this benefit.

However, if a patient is concerned about possible weight gain from overeating we recommend drinking plenty of water. Drinking water will not only reduce thirst it will reduce the feeling of hunger. In general, it is unlikely that one would ever drink too much water. However, if a patient were taking medication to regulate blood pressure, particularly a diuretic, we would instruct them to monitor their blood pressure to be sure that the increased water consumption is not increasing blood volume.

2. “Anxiety and Paranoia”

Patients have reported getting a feeling of uneasiness or a general, unfocused distress when using medical cannabis. Some experience feelings of guilt or that people are watching, criticizing or plotting against them.

If a patient experiences these symptoms, they should try to relax, breathe deeply and slowly and try to avoid stressful environments. The feeling will subside. The most important thing is not to panic.

However, if a patient is experiencing these symptoms they may be over medicating themselves. Typically medical cannabis has a gentle soothing effect on a patient. If the patient lowers the dosage and still have feelings of anxiety and/or paranoia they should consult with their recommending physician or another healthcare professional.

3. “Red Eyes”

Patients frequently report bloodshot eyes this is usually temporary and harmless. This is a side effect of many medications and controlled substances.

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4. “Sleepiness”

Medical cannabis can affect people differently. Some people experience drowsiness, while others experience insomnia. Like the thirst to hunger pattern. Drowsiness versus insomnia is often associated with how long it has been since the medical cannabis was consumed.

In the first few minutes to a couple of hours one is more likely to feel energetic, or even restless and unable to sleep. As the effects of the cannabis begin to wear off, one is more likely to feel drowsy.

5. “Loss of Short Term Memory”

This is a rather common side effect. Try to avoid medical cannabis usage when doing complicated mental tasks or reduce the dosage if it becomes hard to concentrate on everyday tasks.

6. “Heart Palpitations”

Unexpected changes in blood pressure and weak or unsteady heartbeat may be a sign of overmedicating. If reducing the dose does not eliminate the side effect, consult your recommending physician or another healthcare professional.

Possible Drug Interactions

If a patient consumes alcohol on a regular basis, uses prescription medications, supplements, or other non-prescription drugs there may be the potential for drug-drug interactions. Some of those will be discussed herein. It is the position of our company that all patients should consult their recommending physician.

In light of the fact that the THC molecule is alcohol soluble, using medical cannabis with alcohol will magnify the effect of the cannabis. Common contraindications are:

- Cannabis is contraindicated with barbiturate and CNS depressant sedatives. The combined effect may create too much sleepiness.
- Prozac interaction may cause irritability, nervousness and excitability.
- There is a small risk that marijuana may increase the effects of Warfarin, including the risk of bruising or bleeding.
- Some birth control pills contain estrogen. Cannabis may have effects that counteract estrogen. Taking cannabis along with birth control pills might decrease the effectiveness of birth control pills.

Policy to Refuse Cannabis to Persons who Appear Impaired or Abusing Medical Cannabis

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All dispensary employees who greet patients and dispense medical cannabis must watch for the above signs that someone is abusing cannabis and signs of impairment.

Persons who exhibit slurred speech, confusion, and/or lack of coordination may be suspected of impairment. However, we recognize that these may also be symptoms of prescription medicine taken according to a doctor's recommendation or of certain medical conditions themselves.

In general, the dispensary will dispense medical cannabis to those who exhibit a clear understanding of what they are receiving at the dispensary. If a patient is transported by a Taxi or rideshare car service, some minor signs of impairment need not prevent the dispensing of medicine.

Medical cannabis will always be refused to those exhibiting signs of impairment as well as abusive or other inappropriate behavior.

IV. Prohibition on On-Site Consumption and Smoking

Part of Garden of Eden's policies are that patients are strictly prohibited under all circumstances from using medical cannabis in public places and anywhere including parking lots of the premises. All consumption must be done on the patient's own property or where otherwise permitted by law.

Garden of Eden also will inform its patients and their designated caregivers about the dangers and illegality of driving or operating heavy machinery while under the influence of medicinal cannabis.

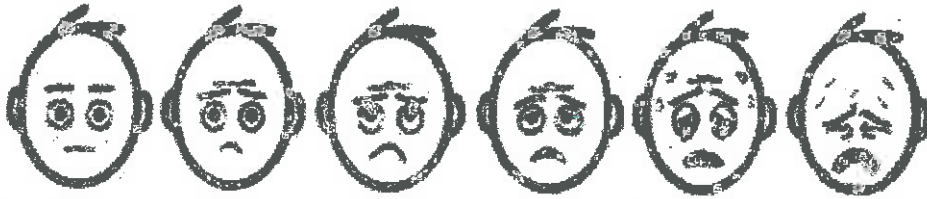
V. Guidelines for Self-Assessment / Treatment Log

This section is used to assist patient's response to treatment with medical cannabis.

Each patient that visits the dispensary and leaves with medication also receives our Patient Treatment Log Book in addition to other educational materials:

1. Date and time of use.
2. Cannabis strain, method of delivery, dosage.
3. Symptom(s) as the reason for medicating, i.e. pain, nausea, lack of appetite, muscle spasms, seizures, agitation, or other.
4. Rate symptom **before** medicating using the Rating Scale of 0-10, 0 being mild – 10 being the most severe.
5. Rate symptom **after** medicating using the Rating Scale of 0-10 being mild – 10 being the most severe.

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Rating Scale for severity of symptoms

(pain, nausea, cachexia, lack of appetite, muscle spasm, agitation, seizures)

6. From the list below enter any general mental or physical effects experienced.
7. From the list below enter any negative effects experienced.

Mental

Alert
Anxious
Calmed
Cerebral
Cheerful
Clarity
Confused
Creative
Distracted
Euphoric

Flight of Ideas
Fuzzy
Giggly
Happy
Head high
Introspective
Introverted
Lazy
Lethargy

Paranoid
Psychedelic
Race of thoughts
Social
Spacey
Stoney
Talkative
Trippy
Uplifted
Wandering mind

Physical

Acid reflux
Anorexia
Arousal
Chest pain
Cough
lock
Dizziness
Dry eyes
Dry mouth
Energetic

Fatigued
Headache
Heightened-sense
Hungry
Insomnia
Lightheaded
Nausea
Nausea relief

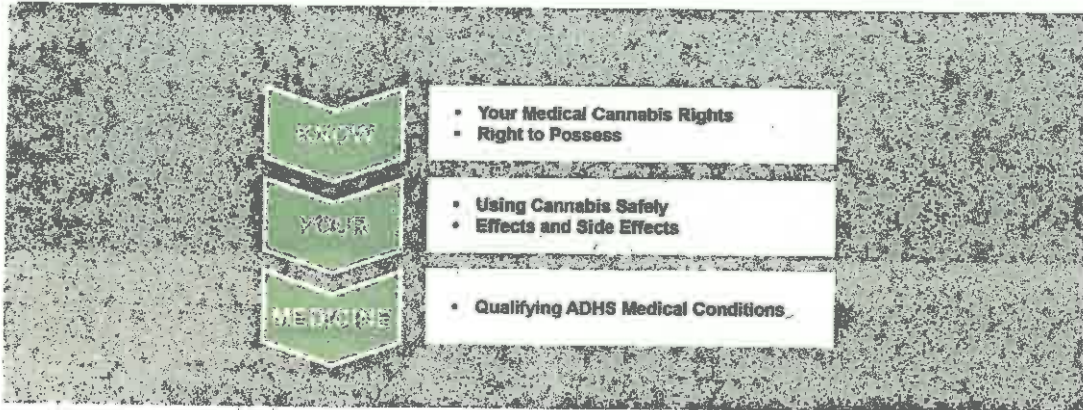
Narcotic like
Numbness
Munchie
Mellow
Pain relief
Racing
Heart
Relaxed
Sleepy

DATE	TIME	(I) Indicia, (S) Sativa, (H) Hybrid	STRAIN Name, %THC, %CBD	COMMENTS
	AM PM	(I) (S) (H)	% THC & CBD	
	AM PM	(I) (S) (H)	% THC & CBD	
	AM PM	(I) (S) (H)	% THC & CBD	

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	AM PM	(I) (S) (H)	% &CBD	THC	
	AM PM	(I) (S) (H)	% &CBD	THC	
	AM PM	(I) (S) (H)	% &CBD	THC	
	AM PM	(I) (S) (H)	% &CBD	THC	
	AM PM	(I) (S) (H)	% &CBD	THC	
	AM PM	(I) (S) (H)	% &CBD	THC	

VI Educational Resources



The Medical Cannabis Patient's Bill of Rights

The Medical Cannabis Patients' Bill of Rights is designed to outline the basic rights of individuals who use cannabis pursuant to a recommendation from a physician to control symptoms of a serious or chronic medical condition. These rights can help those who provide medical cannabis to patients to ensure that they are upholding the highest possible standards. *Credit: Americans for Safe Access

Respect and Nondiscrimination: You have a right to considerate, respectful and nondiscriminatory care from your physician, designated caregiver(s), and dispensary.

Access to Physicians: You have the right to see a physician, discuss the use of cannabis as a medical treatment, and expect that your physician is in compliance with established standards of practice to ensure the validity of your recommendation.

Confidentiality of Health Information: You have the right to talk in confidence with providers and to have your health care information protected under the law.

Information Disclosure: You have the right to accurate and easily understood information about the local, state and federal laws and regulations.

Self-Sufficiency: You have the right to produce your own medicine if you are willing and able to do so. If a caregiver(s) produces cannabis for you, then you have the right to claim, move, or inspect those plants.

Quality Control: You have the right to cannabis and cannabis products that are free of mold, mildew, pesticide, adulterants, and pests. Moreover, you have the right to know how your cannabis was produced.

Choice of Providers: You have the right to a choice of dispensaries sufficient enough to give you safe access to a variety of quality cannabis and non-smoking alternatives.

Safety: You have the right to obtain your medication in a safe environment, which includes but is not limited to adequate security, health and safety protocols, and legal business practices.

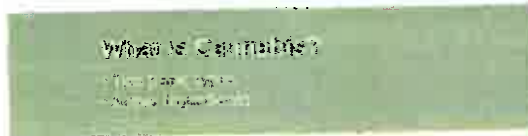
Input: You have the right to make a complaint at your dispensary, without the fear of losing access. This includes complaints about waiting times, operating hours, the conduct of personnel, the adequacy of the facilities, and the product.

Accuracy: You have the right to medication that has been labeled and weighed accurately. No dispensary should deliberately mislead a patient about the quantity or variety of medication being provided.

Fair Price: You have the right to pay a fair and reasonable price for your cannabis or cannabis-based products.

Representation: You have the right to weigh in on laws and regulations that affect your life.

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cannabis Indica

Indica plants are known for their smaller stockier stature. When full grown they look more like a small wide shrub.

Effects of indicas are mostly physical and feelings are often characterized as relaxing, sedating and pain reducing. Indicas are generally used when there is ample down time, like in the evening or before bed.

Benefits include:

- Pain Reduction
- Muscle relaxation
- Spasm relief
- Reduction in inflammation
- Sleep aid
- Reduces anxiety and stress
- Reduces nausea
- Increases appetite
- Relieves headaches and/or migraines
- Reduces eye (intra-ocular) pressure
- Reduces seizure frequency/anti-convulsant



cannabis Sativa

Sativa plants are tall and thin. Their leaves appear narrow and serrated, leaving lots of space between leaves. Clusters of flowers appear pointy and can be extremely viscous (sticky).

Sativas effects are mostly on the mind and emotions, which can be of great benefit for many psychological illnesses. They are generally better for daytime use.

Benefits include:

- Stimulates energy
- Increases focus and creativity
- Reduces depression
- Decreases awareness of pain
- Relieves headaches and/or migraines
- Reduces nausea
- Supports the immune system



cannabis crosses/Hybrids

Hybrids are the result of cross-pollination of various strains. Characteristics and effects of one strain (indica or sativa) will usually be dominant. Sativa-dominant crosses, for example, are good for stimulating appetite, with the minor indica component helping to reduce body and increase relaxation.



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Stay Safe While Using Your Medicine

Do NOT drive or operate heavy machinery while utilizing medical cannabis.

Do NOT mix with alcohol or other drugs. Consult your medical provider if you have questions about other medications you may be taking before mixing with cannabis. See contraindication below.

Heavy smokers should use caution when using cannabis, particularly when using an inhalation delivery technique; combined usage may lead to further respiratory irritation.

Avoid sharing joints and other shared smoking devices; shared devices can carry disease in saliva.

It is unlawful to smoke or ingest medical cannabis in public places.

All medication should be locked in a secure place and kept away from children.

Consult your employer's HR Department for policies regarding using and/or being under the influence of medicinal cannabis while working.

Know your rights as a patient in the ADHS Medical Cannabis Program, along with other federal laws to avoid arrest, seizure, imprisonment, and a criminal record.

Choose organic cannabis whenever possible to minimize exposure to toxic pesticides, chemicals, and radioactivity. This is especially important for people with compromised immune systems.

Qualifying Medical Conditions

1. Severe chronic pain
2. Painful peripheral neuropathy
3. Intractable nausea/vomiting
4. Severe anorexia/cachexia
5. Hepatitis C – patients taking antivirals
6. Crohn's disease
7. Post-traumatic Stress Disorder (PTSD)
8. Amyotrophic Lateral Sclerosis (Lou Gehrig's disease)
9. Cancer
10. Glaucoma
11. Multiple Sclerosis (MS)
12. Damage to nervous tissue of the spinal cord with intractable spasticity
13. Epilepsy (seizures)
14. HIV/AIDS
15. Inflammatory Autoimmunemediated arthritis
16. Hospice patients
17. Huntington's Disease
18. Parkinson's Disease
19. Ulcerative Colitis
20. Cervical Dystonia

*Condition not listed? Ask us how to submit a request for a new condition to the Medical Advisory Board.

