



To: Interested Agencies

March 9, 2018

The following application has been filed with the Sonoma County Permit and Resource Management Department.

File Number: UPC17-0094
Applicant Name: Janette Friedman
Owner Name: Ergas Properties LLC
Site Address: 15499 Arnold Dr., Glen Ellen
APN: 054-130-024

Project Description: Request for a Use Permit for a 1,891 square foot cannabis dispensary in an existing 3,000 square foot office building on a 0.33 acre parcel in Limited Commercial Zoning.

We are submitting the above application for your review and recommendation. Additional information is on file in this office.

Responses to referrals should include: (1) statement of any environmental concerns or uncertainties your agency may have with the project; (2) any comments you wish to make regarding the merits of the project; and (3) your proposed conditions and mitigations for this project. Responsible agencies under CEQA are requested to indicate whether permits will be required for this project.

Your comments will be appreciated by April 2, 2018, and should be sent to the attention of: UPC17-0094, Crystal Acker (Crystal.Acker@sonoma-county.org). The Project Planner can also be reached at 707-565-8357.

Please send a copy of your comments to the applicant(s) or their representatives as indicated on the attached Planning Application.

- | | |
|---|---|
| <input checked="" type="checkbox"/> PRMD Management Group | <input checked="" type="checkbox"/> BOS Dist 1 Director and Commissioners |
| <input checked="" type="checkbox"/> PRMD Natural Resources | <input checked="" type="checkbox"/> SVCAC |
| <input checked="" type="checkbox"/> Health Specialist | <input checked="" type="checkbox"/> Valley of the Moon Alliance and Kenwood Press |
| <input checked="" type="checkbox"/> Sanitation | <input checked="" type="checkbox"/> Recology Sonoma Marin (Disposal) |
| <input checked="" type="checkbox"/> SUSMP | <input checked="" type="checkbox"/> State Dept of Water Resources Control Board |
| <input checked="" type="checkbox"/> Building Inspection | <input checked="" type="checkbox"/> State Parks and Recreation-Duncans Mills Office |
| <input checked="" type="checkbox"/> So. Co. Environmental Health | <input checked="" type="checkbox"/> Regional Water QCB: North Coast |
| <input checked="" type="checkbox"/> So. Co. Environmental Health - Cannabis | <input checked="" type="checkbox"/> Sonoma MOAG |
| <input checked="" type="checkbox"/> Community Development Commission | <input checked="" type="checkbox"/> Tribal Notification |
| <input checked="" type="checkbox"/> DTPW, Land Development | <input checked="" type="checkbox"/> Glen Ellen Association |
| <input checked="" type="checkbox"/> Regional Parks Dept | <input checked="" type="checkbox"/> Valley of the Moon Water District |
| <input checked="" type="checkbox"/> Fire and Emergency Services | <input checked="" type="checkbox"/> SCTA/RCPA |
| <input checked="" type="checkbox"/> Local Fire District –Glen Ellen | |
| <input checked="" type="checkbox"/> Economic Development Board | |
| <input checked="" type="checkbox"/> Transit/BPAC | |



Planning Application

PJR-001

Application Type(s):

- | | |
|--|--|
| <input type="checkbox"/> Admin Cert. Compliance | <input type="checkbox"/> Design Review Admin. |
| <input type="checkbox"/> Ag. Or Timber Preserve/Contract | <input checked="" type="checkbox"/> Design Review Full |
| <input type="checkbox"/> Conditional Cert. of Compliance | <input type="checkbox"/> General Plan Amendment |
| <input type="checkbox"/> Cert. of Modification | <input type="checkbox"/> Lot Line Adjustment |
| <input type="checkbox"/> Coastal Permit | <input type="checkbox"/> Major Subdivision |
| <input type="checkbox"/> Zoning Permit for: _____ | |

File # UPC 17-0094

- | | |
|---|--|
| <input type="checkbox"/> Minor Subdivision | <input checked="" type="checkbox"/> Use Permit |
| <input type="checkbox"/> Voluntary Merger | <input type="checkbox"/> Variance |
| <input type="checkbox"/> Ordinance Interpretation | <input type="checkbox"/> Zone Change |
| <input type="checkbox"/> Second Unit Permit | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Specific/Area Plan Amendment | |

By placing my contact information (name, address, phone number, email address, etc.) on this application form and submitting it to Sonoma County PRMD, I understand and authorize PRMD to post this application to the internet or public information purposes, including my contact information.

PRINT CLEARLY

APPLICANT				OWNER (IF OTHER THAN APPLICANT)			
Name Janette Friedman				Name Ergas Properties, LLC			
Mailing Address 911 Lakeville Street, #307				Mailing Address 105 Fairway Court * (address on deed)			
City Petaluma	State CA	Zip 94952		City Sonoma	State CA	Zip 95476	
Day Ph (415) 999-8446	Email Jani@apothevert.com			Day Ph (707) 939-8444	Email sergas@globalmedtechnologies.net		
Signature <i>Jani Friedman</i>		Date 11/22/17		Signature <i>Sanders Ergas</i>		Date 11/22/17	
OTHER PERSONS TO BE NOTIFIED (If listed they must sign application form)							
Name/Title				Name/Title			
Mailing Address				Mailing Address			
City	State	Zip		City	State	Zip	
Day Ph ()	Email			Day Ph ()	Email		
Signature		Date		Signature		Date	
PROJECT INFORMATION							
Address(es) 15499 Arnold Drive, Glen Ellen, CA 95442					City Glen Ellen		
Assessor's Parcel Number(s) 054-130-024							
Project Description <u>Convert current office space in unincorporated Sonoma County to the APOTHEVERT Medical Marijuana Dispensary, serving patients in the surrounding community. We expect to make minor changes to the site and building to ensure safety and compliance. Please see detailed application information, site plan, and other required documentation attached.</u>							
*Correct, updated address for Sanders Ergas, Ergas Properties, is 653 Cabot Way, Napa, CA 94559.							
Acreage .33 acres				Number of new lots proposed 0			
Site Served by Public Water? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				Site Served by Public Sewer <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			

TO BE COMPLETED BY PRMD STAFF

Planning Area <u>9</u>	Supervisory District <u>1</u>	Latitude	Longitude
Current Zoning <u>LC SR UOH</u>			
General Plan Land Use <u>LC</u>		Specific/Area Plan	
S.P. Land Use		Violation? <input type="checkbox"/> Yes <input type="checkbox"/> No	File No.
Application resolve planning violation? <input type="checkbox"/> Yes <input type="checkbox"/> No		Penalty application? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Previous Files			
Application accepted by <u>Crystal Adew</u>		Date <u>5-Dec-2017</u>	
Approved by		Date	

COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA
158-019

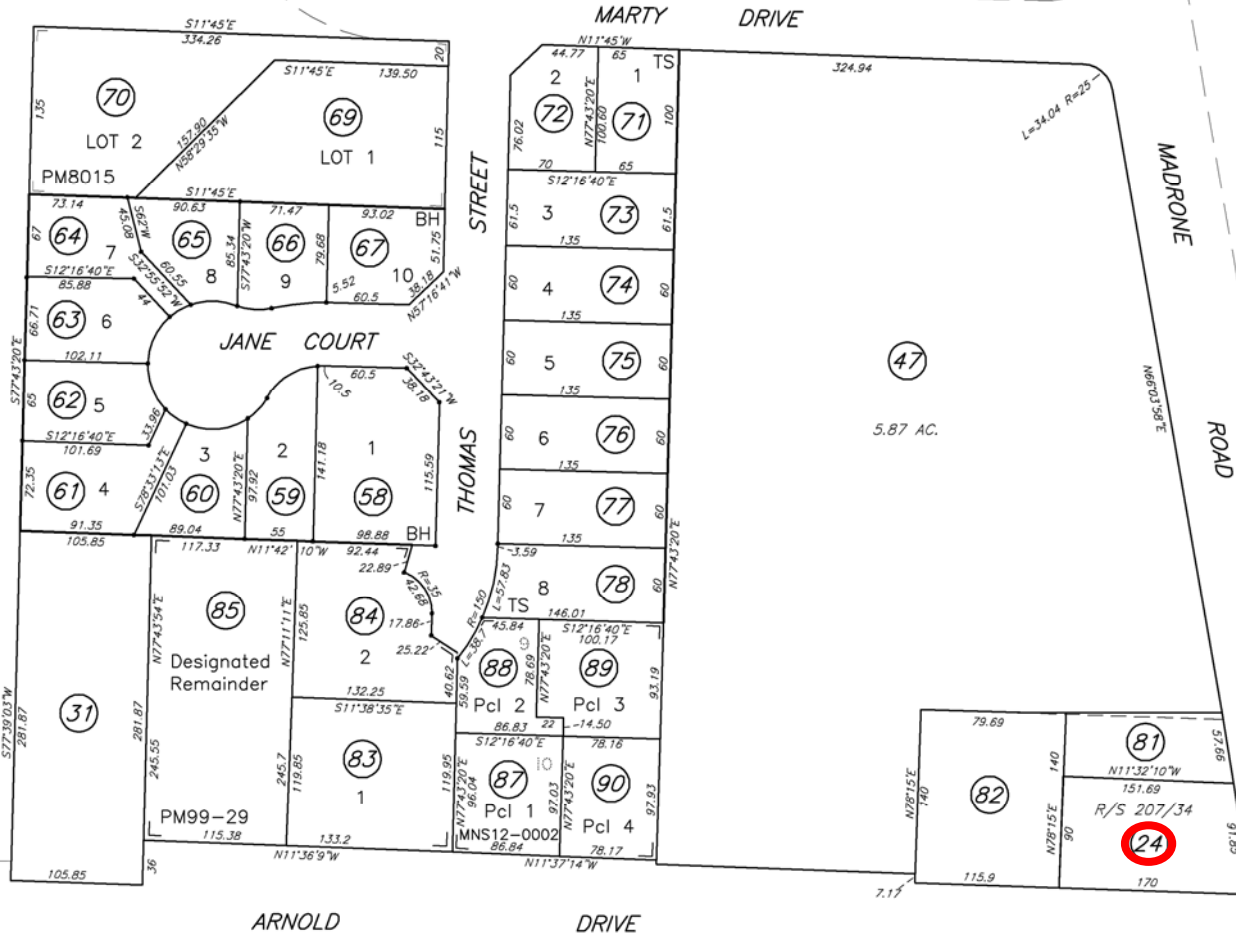
054-13



SCALE: 1"=100'

THOMAS STREET SUBDIVISION
REC. 06-05-1991 IN BK.476 , MAPS, PGS.27-29
BRIDGES/HOFMANN SUBDIVISION
REC. 12-20-1989 IN BK.449 , MAPS, PGS.32-34
PARCEL MAP NO. 8015
REC. 11-09-1983 IN BK.350 , MAPS, PGS. 41
PARCEL MAP NO. MNS 99-0029
REC. 02-22-2001 IN BK.618 , MAPS, PGS. 1-3
PARCEL MAP NO. MNS 12-0002
REC. 09-19-2017 IN BK.789 , MAPS, PGS. 7-11

REVISED
08-16-91=80-CN
10-30-91=Cor.-CN
05-12-92=82-CN
09-17-01=85-LSL
03-05-13=86-KB
11-03-17=90-DS

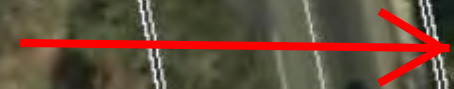


NOTE: Assessor's parcels do not necessarily constitute legal lots. To verify legal parcel status, check with the appropriate city or county community development or planning division.

NOTE: This map was prepared for Assessment purposes only and does not indicate either parcel legality or a valid building site. No liability is assumed for the accuracy of the data delineated. The acreages are based on the information supplied to the Assessor (i.e. recorded survey maps, recorded deeds, prior assessment maps, etc.)

0 50 100 200
Assessor's Map Bk.054, Pg. 13
Sonoma County, Calif. (ACAD)





054-130-082

B6 20 DU

054-130-047

054-400-018

RR B6 10

054-130-081

054-130-024

Arnold Dr

Madrone Rd

Glenwood Dr

Morningside Mountain Dr

054-371-003

054-371-002

054-371-001

054-372-021

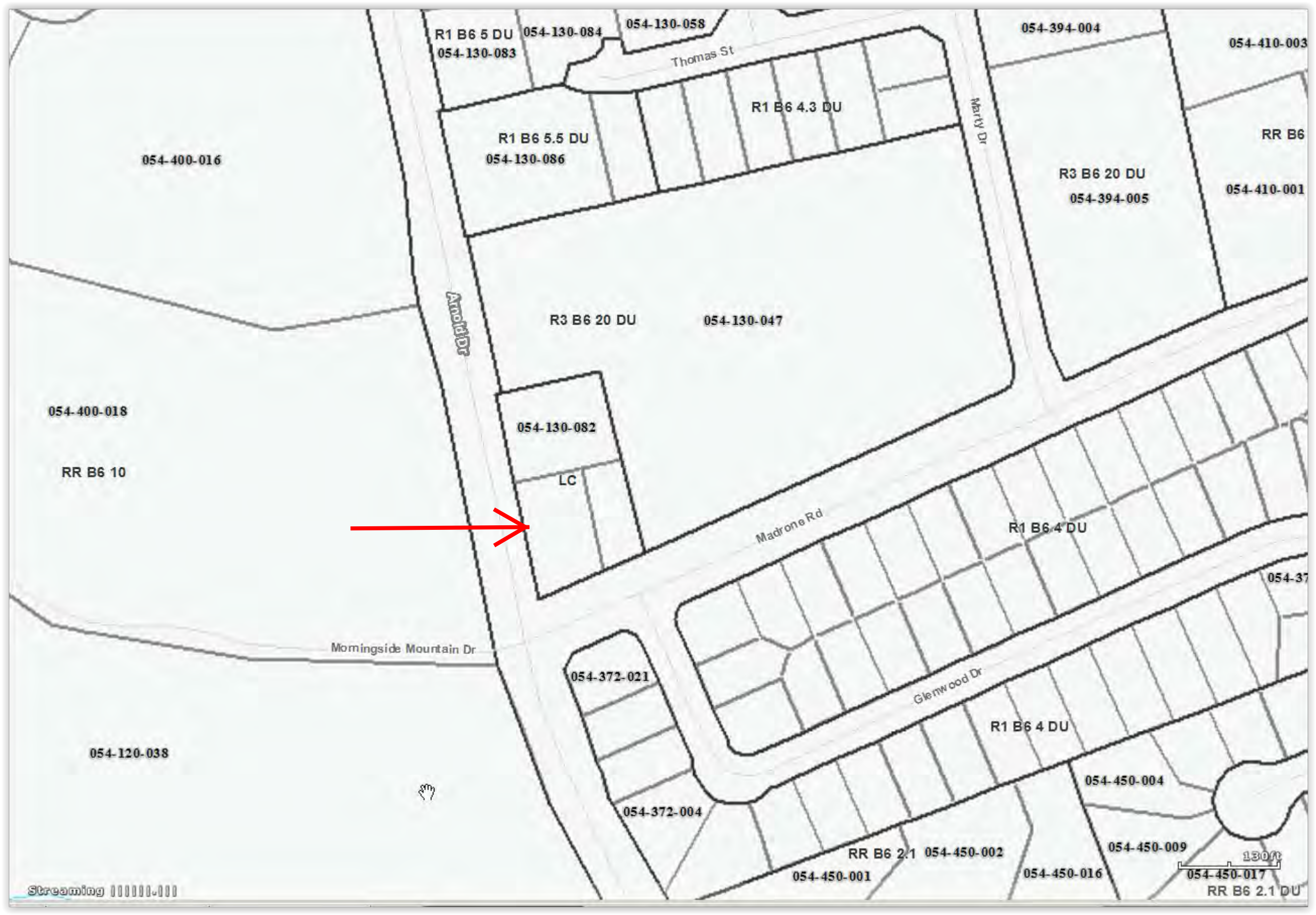
054-371-033

054-371-031

054-371-030

50ft

054-130-039



R1 B6 5 DU 054-130-084
054-130-083

054-130-058

054-394-004

054-410-003

Thomas St

R1 B6 4.3 DU

Marty Dr

RR B6

054-400-016

R1 B6 5.5 DU
054-130-086

R3 B6 20 DU
054-394-005

054-410-001

Arnold Dr

R3 B6 20 DU

054-130-047

054-400-018

054-130-082

LC

RR B6 10

Madrone Rd

R1 B6.4 DU

Morningside Mountain Dr

054-372-021

Glenwood Dr

054-372-004

R1 B6.4 DU

054-120-038

054-372-004

054-450-004



RR B6 2.1 054-450-002

054-450-009

130ft

054-450-001

054-450-016

054-450-017

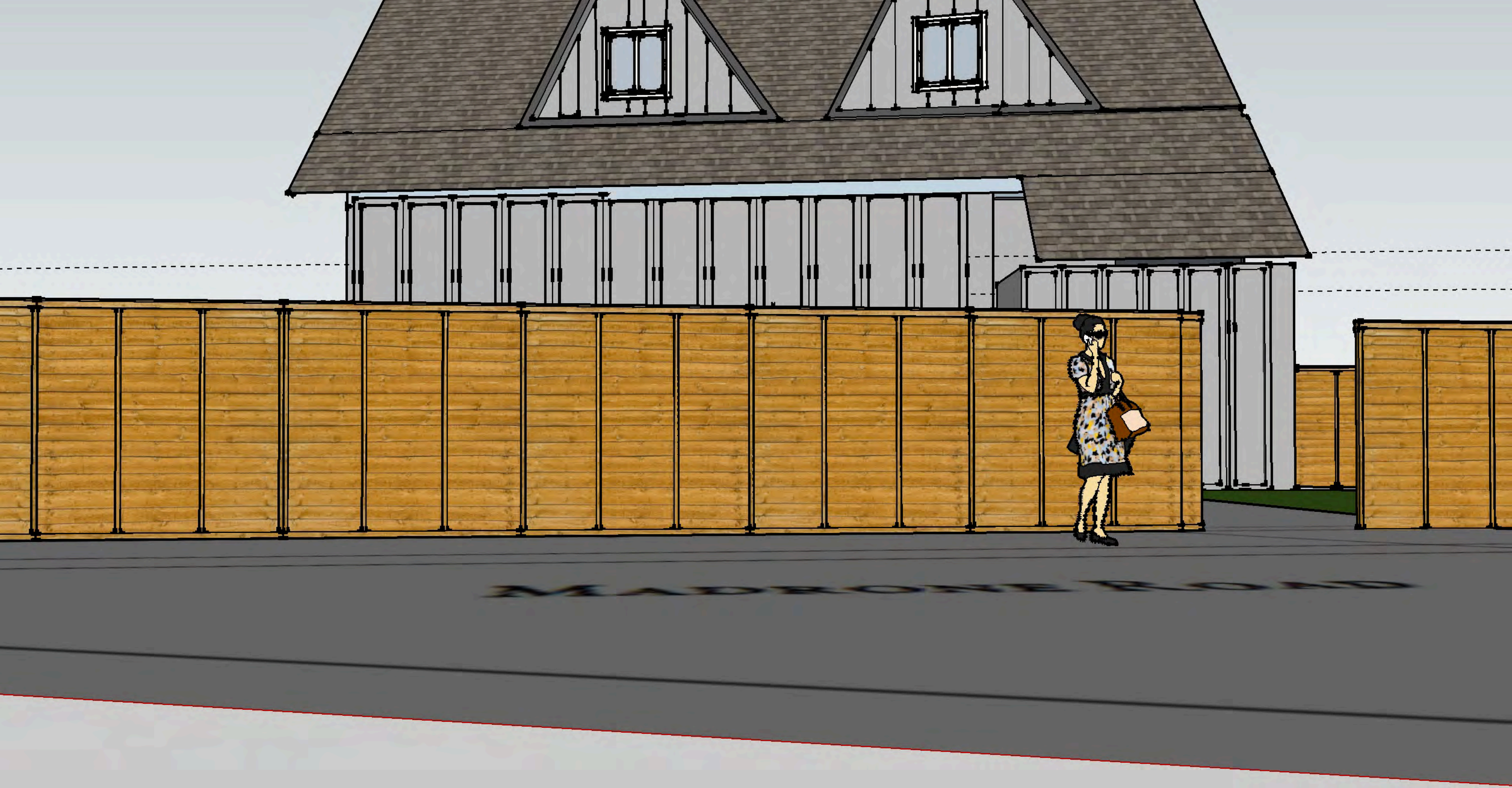


MADRONE ROAD

NEW EMPLOYEE PARKING

(S) 902WAL

NEW SEC SURROUND PARKING



CANNABIS TRIP GENERATION PJR-126

Business Name: APOTHEVERT **Location:** 15499 ARNOLD DRIVE, GLEN ELLEN, CA 95442

Type of Cannabis Operation and Square Footage: DISPENSARY 1891 SQ. FT. RETAIL SPACE

Hours of Operation: 10:00AM - 7:00PM MONDAY THROUGH SATURDAY

Special Hours (harvest, rush processing due to climatic conditions, etc.): N/A

Please note: ADT means Average Daily Trips. For purposes of this form, provide traffic generation information in one-way trips. This means that a single round trip is counted as two (2) trips (ADT) i.e., a vehicle driving to the property is counted as one trip. The same vehicle leaving the site is counted as a second trip.

Attach pages as necessary to more fully describe any of the items or circumstances found below.

CANNABIS OPERATIONS

Cannabis Operations - Employee traffic using passenger vehicles, in average ADT

Item Description	Existing ADT NON-CANNABIS BUSINESS		Proposed* (year round) ADT DISPENSARY		Proposed* (harvest period) ADT N/A		Proposed* (processing period) ADT N/A	
	# of employees	# of trips by employees	# of employees	# of trips by employees	# of employees	# of trips by employees	# of employees	# of trips by employees
Assuming Average per Day (Monday - Saturday)								
Cannabis production (___ employees X 3 = ___ ADT) N/A	0	0	0	0				
Storage (___ employees X 3 = ___ ADT) N/A	0	0	0	0				
Administrative (___ employees X 3 = ___ ADT) includes Management, Employees, Security, Cleaning	5	10	8	16				
Sales (___ employees X 3 = ___ ADT) N/A	0	0	0	0				
Processing (___ employees X 3 = ___ ADT) N/A	0	0	0	0				
Other staff (describe): - current tenants 3 - Distributor vans/vehicles (not oversized trucks) 6 distr.	3	12	0	0				
Totals Average Per Day Per Year (6 week days/week = 313 days per year)	8	22	7	18	0	0	0	0
		6,886		5,634				

* "Proposed" shall mean existing traffic + new traffic if expansion is approved

Sonoma County Permit and Resource Management Department
2550 Ventura Avenue Santa Rosa CA 95403-2859 (707) 565-1900

www.PermitSonoma.org



Date: 08/16/2017

Cannabis Operations - Truck traffic associated with cannabis operations (average ADT)

Item Description	Existing <small>non-cannabis business</small>	Proposed* <small>dispensary</small>
Cannabis importation Truck loads per year: _____ Dates of activity ___/___ to ___/___ Vehicle type: _____	0	All incoming inventory will be transported by management in passenger vehicles, not industrial trucks.
Cannabis disposal Truck loads per year: _____ Dates of activity ___/___ to ___/___ Vehicle type: _____	0	All cannabis disposal will be transported out by management and if "hazardous" will be properly disposed of as per the application information provided.
Miscellaneous Deliveries Truck loads per year: _____ Dates of activity ___/___ to ___/___ Vehicle type: _____	0	N/A
Cannabis transportation to distributor /sales Truck loads per year: _____ Dates of activity ___/___ to ___/___ N/A Vehicle type: _____, # of Cases: _____	0	N/A
Miscellaneous visitors, UPS, mail, garbage, etc., list items included: USPS, Fedex, UPS deliveries	-Package Delivery 3x/day (Monday-Saturday) -Garbage 1x/week -260 week days x 6 trips = 1560	-Non-inventory Package Delivery expected 2x/day (M-Sat) -Garbage 1x/week
Totals Trips Per Year	-Garbage 52 weeks x 2 trips = 104 TOTAL TRUCK TRIPS/yr = 1664	-260 week days x 4 trips = 1040 -52 weeks x 2 trips = 104 TOTAL TRUCK TRIPS/yr = 1144

* "Proposed" shall mean existing traffic + new traffic if expansion is approved

CULTIVATION OPERATIONS

Employee trips associated with cultivation operations (growing of cannabis) in average ADT

Item Description	Existing	Proposed
Cultivation maintenance (year round) (multiply # of employees X 3 for ADT) N/A	0	N/A
Cultivation maintenance (part time during peak season), (multiply # of employees X 3 for ADT) Dates of activity: ___/___ to ___/___ N/A	0	N/A
Totals N/A	0	N/A



SUMMARY (During Non-harvest period)

ADT PER YEAR

Item Description	Existing	Proposed
Employee traffic associated with cannabis operations (includes Distributor visits 1 per day x 6 days/wk)	0 cannabis-business trips but 6,886 trips with existing commercial business at location.	5,634*
Truck traffic associated with cannabis operations	0 cannabis-business trips but 1,664 trips with existing commercial business at location.	1144*
Miscellaneous Other traffic generators Client/Patients - assuming average 50 visitors/day x 2 trips each, 313 days per year (however should be lower as some patients come 2-3 people/vehicle, and some not in vehicles)	0	31,300*
Totals Per Year	0 cannabis-business trips but 11,680 trips with existing commercial business at location.	38,078 per year or 121 per day

*Employee and Distributors/Vendors will enter and exit from Madrone Road, into and out of the gated Employee Parking. Clients/Patients will enter and exit from Arnold Drive where there is Customer Parking. Fedex, UPS, USPS will use Arnold Drive.

Variation in ADT during the course of a typical full production year N/A

Month	Jan	Feb	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Totals												

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Date: 08/16/2017



APOTHEVERT

Trip Generation Details by Hour

We have forecast traffic flow to show expected peaks and slower periods throughout the average day.

Average Daily Patient, Employee, & Vendor Flow

Parking Lot	Front (Arnold)	Front	Back (Madrone)	Back	Front & Back	Front & Back	
Hour	Quarter Hour	# of Patients/Hr.	# of Patients/Qtr. Hour	# of Employees per Hour	# of Other (vendors, delivery, etc.)	Total New Vehicles Incoming/Qtr. Hour	Total New Vehicles Incoming/Hour
10:00am OPEN	10:00am	5	2	4*		6	9
	10:15am		1			1	
	10:30am		1			1	
	10:45am		1			1	
11:00am	11:00am	4	1	Shift 1	1 Distributor	2	5
	11:15am		1			1	
	11:30am		1			1	
	11:45am		1			1	
12:00pm	12:00pm	6	1	Shift 1		1	6
	12:15pm		2			2	
	12:30pm		2			2	
	12:45pm		1			1	
1:00pm	1:00pm	5	2	Shift 1		2	5
	1:15pm		1			1	
	1:30pm		1			1	
	1:45pm		1			1	
2:00pm	2:00pm	4	1	Shift 1	1 UPS	2	5
	2:15pm		1			1	
	2:30pm		1			1	
	2:45pm		1			1	
3:00pm	3:00pm	5	1	Shift 1		1	9
	3:15pm		1			1	
	3:30pm		1			1	
	3:45pm		2			2	
4:00pm	4:00pm	7	1	4*		1	8
	4:15pm		2			2	
	4:30pm		2			2	
	4:45pm		2			2	
5:00pm	5:00pm	7	1	Shift 2	1 Fedex	3	7
	5:15pm		2			2	
	5:30pm		2			2	
	5:45pm		2			2	
6:00pm	6:00pm	7	2	Shift 2		2	7
	6:15pm		2			2	
	6:30pm		2			2	
	6:45pm		1			1	
7:00pm CLOSE	7:00pm					0	
	7:15pm					0	
TOTAL VEHICLES/DAY		50	8	3	57	TOTAL	
		Patients	Employees	Vendors			

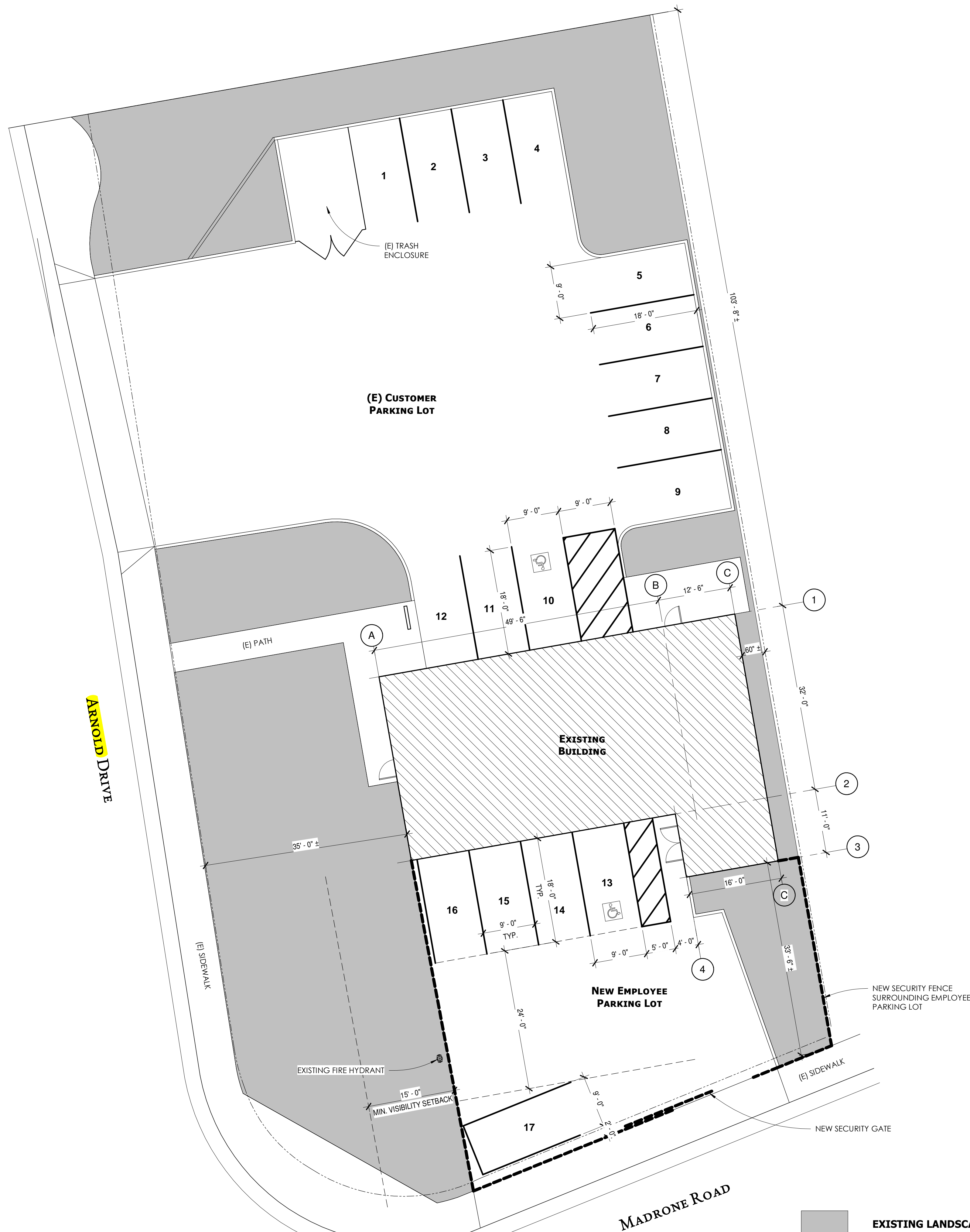
*Management will be overlapping morning and afternoon shifts

Employees include: Management, Receptionist, Sales, Security, Cleaning

Shift #1: 1 Management, 1 Receptionist, 1-2 Sales, 1 Cleaning (for 1 hour/day only)

Shift #2: 1 Management (same as shift #1 so not included in total Shift #2), 1 Receptionist, 2 Sales, 1 Security

Based on existing dispensary traffic, heaviest days in order: Saturday, Friday, Wednesday, Thursday, Monday, Tuesday. Closed Sunday.



1 SITE PLAN
1" = 10'-0"

PARKING

CUSTOMER LOT	
STANDARD PARKING:	11
ACCESSIBLE PARKING:	01
EMPLOYEES LOT	
STANDARD PARKING:	04
ACCESSIBLE PARKING:	01
TOTAL PARKING SPACES:	17

Revised
2/15/18

Sheet Log

Date	Issued For:
11.26.17	SUBMITTAL
02.15.18	PLANCHHECK RESPONSE

2/15/2018 9:55:14 AM

November 22, 2017

SONOMA COUNTY MEDICAL CANNABIS DISPENSARY APPLICATION PROPOSAL



PREPARED BY:

Jani Friedman
(415) 999-8446
Jani@APOTHEVERT.com

DISPENSARY ADDRESS:

15499 Arnold Drive,
Glen Ellen, CA 95442
Zoning: LC, SR VOH (LC = Limited Commercial, SR =
Scenic Resources, VOH = Valley Oak Habitat)

SUBMITTED TO:

Sonoma County Planning &
Resource Management Division
2550 Ventura Avenue
Santa Rosa, CA 95403



APOTHEVERT

November 22, 2017

Amy Lyle
Sonoma County Planning & Resource Management Division
2550 Ventura Avenue
Santa Rosa, CA 95403

Dear Review Committee:

My name is Jani Friedman and I am the President of APOTHEVERT, a California Nonprofit Mutual Benefit Corporation. I am applying for a medical marijuana dispensary use permit in unincorporated Sonoma County, and intend to adhere to Ordinance No. 6189, Sec. 26-88-256 in its entirety.

Our all female management team brings together decades of professional business know-how, patient experience, community involvement, and practical operational and financial expertise. In our application, we hope to prove that our unique perspective on market whitespace, expected success both operationally and serving the community, will also mean success for Sonoma County. We look forward to working together with you to elevate the patient experience and ensure we are setting a mature, exemplary standard for other counties to follow. Please strongly consider our permit application for approval.

Thank you.

Jani Friedman, *President*
APOTHEVERT
911 Lakeville Avenue, #357
Petaluma, CA 94952
(415) 999-8446
Jani@APOTHEVERT.com


AP⊕THEVERT

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II. ABOUT APOTHEVERT

- OUR MISSION
- THE BRAND
- OUR LEADERSHIP TEAM
- OUR ADVISORY TEAM

III. CANNABIS SUPPLY CHAIN BUSINESS USE PERMIT APPLICATION REQUIREMENTS PJR-124

1. Signed planning application PJR-001
2. Signed Indemnification Agreement PJR-011
3. Owner/Agent Authorization Form and Copies of Business Entity Documents and Authorization
4. Statement of Operator Qualifications
5. Proposal Statement
6. Location/vicinity map showing project location
7. Photographs of proposed dispensary site
8. Site Plan drafted by professional draftsman
9. Filing Fee calculation

IV. APPENDIX – attachments

- A. Site Plan – formatted for 24” x 36” requirement
- B. Option to Buy agreement – GoodHarold LLC
- C. Deed – Ergas Properties, LLC
- D. Renderings of proposed **APOTHEVERT** dispensary
- E. Images of existing office space, building and outdoor areas
- F. Equipment and Interior Fixture specifications
- G. Valley of the Moon will serve letter



I. EXECUTIVE SUMMARY

Whatever the mind of a man can conceive and believe it can achieve – Napoleon Hill

Our team vision to create a new type of dispensary experience drives us daily. Our passion is to bring safe, high-quality, and regulatory compliant medical cannabis to our Sonoma community in a unique and sublime way. Our foremost goal is to become an asset to our community, by providing a welcoming, comfortable place where all adult patient age groups, ethnicities, and backgrounds can safely obtain cannabis remedies recommended by their doctor, to treat both minor and serious medical conditions. We will advocate for patient's rights by promoting health and empowerment through access and education. Further, we will establish a presence in the community by building and fostering positive relationships with our neighboring residents, public service officers, businesses, government and community leaders. We embrace sustainable business practices and giving back to the community by way of donating funds to the California Human Development Corporation in Santa Rosa.

As a Nonprofit Mutual Benefit Corporation, **APOTHEVERT** will operate in full compliance with Sonoma County laws, as well as the regulations applying to the industry under Proposition 215, State Bill 420, the Attorney General Guidelines, and, in the near future, under MMRSA. We will ensure that all products are solely dispensed to individuals and their caregivers who have been thoroughly vetted through our exhaustive screening and intake processes.



APOTHEVERT

II. ABOUT APOTHEVERT

OUR MISSION

Our **APOTHEVERT** founders believe there is a whitespace void in the current medical marijuana dispensary market and we aim to provide a solution, starting in Sonoma County, our beloved home. We ask the Sonoma County PRMD to partner with us to approve our use permit and guide us as we strive to improve the lives of our diverse community.

We expect to change this industry by elevating and professionalizing the patient experience. We will offer a unique services component currently missing with existing dispensaries. We'll support solutions to three key market deficiencies and misconceptions.

Challenge #1: CRUSH THE NEGATIVE STIGMA

We're helping to crush the negative stigma around medical marijuana. It's been stigmatized due to its once illegal drug status and association with "stoners" or "potheads" that were anti-establishment. Baby Boomers specifically hold a widespread belief that marijuana in any form is detrimental to individual health and society as a whole. It's true that the an overwhelming 94% of the general population support medical cannabis' legalization¹ yet there is still a stigma held by the individual in becoming a patient. We believe there's a path to change this stigma, making it comfortable and socially acceptable for every adult to explore the health benefits of medical marijuana and determine first hand if it is helpful for them.

Solution #1: We've thought long and hard about how to create an inviting and somewhat private atmosphere where newcomers can learn about alternative health solutions without worrying about potentially tarnishing their personal reputation. We want patients to feel as if they are entering a well-lit, professional medical-spa or doctor's office for an appointment, expecting to be greeted by name, informed, and educated on wellness. By helping encourage consumers that it's acceptable to search for health and wellness solutions at a medical marijuana dispensary, we believe we will be helping many additional adults in Sonoma's community.

Case Study #1: At 69, Jani's mother Mary Anne was diagnosed with Stage 4 lung cancer and suffered for 9 months before passing. Symptoms included nausea, complete loss of appetite and then extreme weight loss, in addition to severe pain walking, breathing, eating, swallowing and even talking. Despite family encouragement to try alternatives to pharmaceutical drugs that rendered side effects, and living in Colorado, thereby having access to medical marijuana, Mary Anne rejected any attempt to find pain relief or appetite stimulants through a dispensary. For her and many like her, the shame of entering such an establishment and speaking with "those types" was overwhelming. Jani is convinced her mother could have found enormous relief and even postponed her life, if only she would have been open to a medical cannabis alternative. It doesn't have to be this way for others with similar circumstances.

¹A poll from the independent Quinnipiac University in April 2017

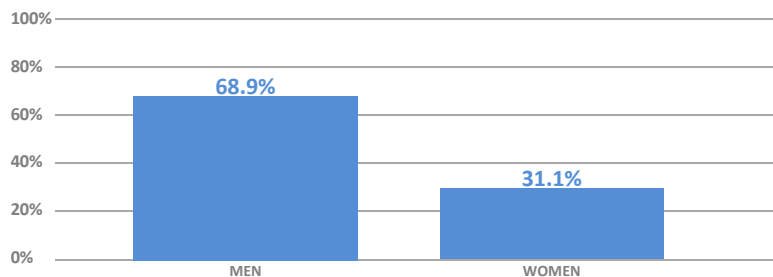
Challenge #2: BROADEN PATIENT DEMOGRAPHICS

We've observed that current California dispensaries are homogenized and cater to the core customer: White, Male, aged 21 to 28. The atmosphere is perfect if a patient understands, lives and breathes cannabis. But, if a patient of a different demographic, or new to medical cannabis, enters a dispensary for the first time, they commonly feel out of place, uneducated, and overwhelmed. Dispensary staff also seem to fit tightly into a small sub-set. Catering to the average customer/patient, most dispensaries tend to hire young, beautiful women who dress in scant clothing. We're intimately aware of the "fear factor" experienced by others outside of that demographic.

Solution #2. APOTHEVERT is aiming to appeal to broader patient demographics, which include older patients, as well as more women and diversity. We have an employment recruiting and training plan that attracts Dispensary Specialists from all walks of life. We believe that relate-ability is paramount. We're mindfully choosing "consultants" of all ages and backgrounds, who are comfortable helping all types of patients and their caregivers. Further, **APOTHEVERT** was designed to be a simple, neutral, comforting, contemporary environment where the patient is the focus of the experience, not the brands or product.

Further, all age groups, ethnic backgrounds, and education levels equally experience symptoms most commonly treated with medical cannabis – anxiety, stress, migraines, and insomnia. Yet, according to research, medical marijuana patients are not equally represented in California. Fifty-eight percent are White, 14% Hispanic, 11% Black, 7% Native American and Asian, and 9% Other or Mixed Race². We're determined to create an inclusive dispensary that better represents our local patient base.

Case Study #2: Marijuana pop culture has traditionally centered around the young male smokers and his high times³. There's a 2:1 ratio of male vs. female users.

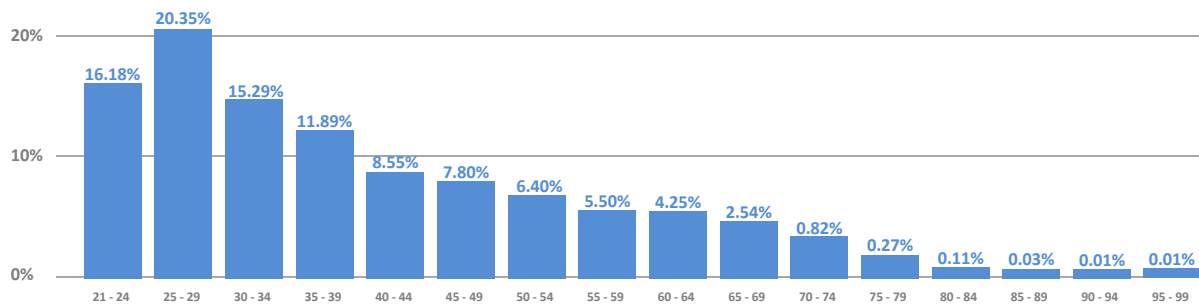


²J Drug Policy Anal. 2011 Feb; 4(1): 1.An Analysis of Applicants Presenting to a Medical Marijuana

³Headset



According to Headset’s research on recreational sales, 20% of the customer loyalty members are 25 to 29 years old. Sixteen percent are 21 to 24 years old, yet the average customer age is 37.6, which is higher than one might expect given stereotypes. People ages 65 to 95 make up less than 5% of customers, yet arguably have the highest need of medical cannabis given multiple health ailments associated with age.



Challenge #3: ELEVATE THE PATIENT EXPERIENCE

We polled new patients and caregivers outside of local dispensaries, and spoke to many who had recently visited these dispensaries, to better understand their patient experience. Positive feedback was that the process was efficient and there was a large selection of product. But, we heard overwhelming negative feedback that dispensaries are “intimidating, confusing, not-so-much for me, weird, full of tattoos, cold, salesy, crunchy, smelly, and even voo-doo”.

Solution #3: APOTHEVERT will be a well-lit, inviting, professional destination, with a medical-spa environment and staff that ensures an elevated patient experience. Our Dispensary Specialists, Management and even security will represent all age groups, and wear standardized, yet casual uniforms. We will offer an Express Lane for patients who know what they want, while other stations will be reserved for more consultative experiences. We’ve designed our mezzanine level to have a private consultation room that will serve new or existing patients who need a little more time to understand their choices and products. In order to attract more mature patients, we’ll be offering an expanded assortment of CBD, sleep, overall health, and wellness products. We’ll have a capsule collection of products that balance stress and are stress-free to consume.

In summary, we’re taking calculated risks and making a significant investment to update our small part of the industry as we move into 2018 and the future. We hope our patients and our community as a whole will benefit.

THE BRAND, APOTHEVERT

“Apothecary” derives from the Ancient Greek word ἀποθήκη (apothékē, "a repository, storehouse") via Latin apotheca ("repository, storehouse, warehouse"), Medieval Latin apothecaries ("storekeeper"), and eventually Old French apotecaire. It's original meaning, *one that prepares and sells drugs and other medicines; a pharmacist*, has experienced a nostalgic revival and been used for a wide variety of modern wellness businesses connoting healing, consultation, and herbal remedies.

Apothecary, as a profession, dates back to 2600 B.C. to ancient Babylon, which provides one of the earliest records of the practice of the apothecary. Clay tablets were found with medical texts recording symptoms, the prescriptions, and the directions for compounding it. The Papyrus Ebers from ancient Egypt, written around 1500 B.C., contain a collection of more than 800 prescriptions, or ancient recipes for the apothecaries of the time. It mentions over 700 different drugs⁴.

In Renaissance Italy, Italian Nuns became a prominent source for medicinal needs. At first they used their knowledge in non-curative uses in the convents to solidify the sanctity of religion among their sisters. As they progressed in skill they started to expand their field to create profit. This profit they used towards their charitable goals. Throughout history, there were ongoing tensions between apothecaries and other medical professions. Throughout medieval times, apothecaries were not trained in universities as physicians were. More often, they were trained through guilds, and apprenticeship. Therefore, their business was typically family-run, by wives or other women of the family who also worked alongside their husbands in the shops, learning the trade themselves. Women were not allowed to train and be educated in universities so this allowed them a chance to be trained in medical knowledge and healing.

“Vert”, meaning vegetation-bearing green leaves, the tincture, or simply the color green in French.

Together **APOTHEVERT** is intended to convey a place of legitimacy and confidence, a source of soothing remedies and consultation, a storefront that invites all people of age to learn how to live and heal better naturally. Our goal is help those that wish, to supplement or transition from pharmaceuticals to nature-derived relief and antidotes.

Our logo was designed to represent our Sonoma origins, nodding subtly to our county's grape and olive cultivation and agricultural heritage. We believe it will come to represent growth and personal development for our patients and customers over time.

⁴Wikipedia

OUR LEADERSHIP TEAM

Our all female leadership team includes professionals with decades of for profit and not-for-profit experience leading specialty retail, business, finance, operations, research and patient advocacy. Our expertise is supplemented by outsourced local experts in legal, accounting, product safety testing and community relations. Our directors and management (the operators) have no felony convictions and are all upstanding citizens in the community. The operators have not applied for any other cannabis related application permits to date.

Jani Friedman, 52, President

Janette “Jani” Friedman is a multi-channel health, wellness and beauty industry expert with 30 years of experience in retail merchandising, brand development, business development, design, operations, and technology solutions for the retail supply chain. Formerly the Chief Merchandising Officer at Dermstore, a subsidiary of Target Corporation, she was responsible for curating and growing 500 professional and prestige health and beauty brands. Previously, Jani led new brand development for Guthy-Renker, the largest direct response marketer globally. Prior to Guthy-Renker, she was Managing Director, Investment Banking at Demeter Group where she created and led their Beauty practice focused exclusively on Mergers & Acquisitions. Prior to Demeter Group, Jani was Vice President & Divisional Merchandise Manager at Sephora North America where she was responsible for Skincare & Haircare, Supplements, and Beauty Devices, representing a third of the total business.

Jani received her Bachelor of Science degree with honors from Colorado State University and her M.B.A from Harvard Business School. In addition to her professional accomplishments, Jani has her black belt in Martial Arts and balances her career with raising farm animals and olive trees in Petaluma, California. She is a proud and an active member of St. Vincent de Paul parish in Petaluma.

Samantha Smith, 28, Vice-President & Treasurer

Samantha Smith was born and raised in Sonoma County. She graduated from El Molino High School in 2007 and earned two degrees from Santa Rosa Junior College in 2010. Her track record of community involvement through giving back, along with her entrepreneurial spirit, provides the **APOTHEVERT** team with a promising leader.

Even at an early age, Samantha spent summers helping her family grow large gardens in order to donate vegetables to Santa Rosa soup kitchens. Today, she often works alongside her mother at fundraisers for Forestville United Methodist Church. Throughout high school, Samantha, worked at Mom’s Apple Pie where she was a Cashier and managed Customer Service. While attending Santa Rosa Junior College she worked at Adel’s Restaurant as a hostess & head server, and would regularly manage and serve large groups of over 50 people, unassisted. Samantha graduated from the SRJC with two degrees, one in Social & Behavioral Sciences and one in Real Estate. She developed negotiation skills and often took a leadership role in class projects.

For Samantha, the town of Glen Ellen holds a special place in her heart. For most of her life, she made weekly visits there to visit her grandparents who spent 30 years of their life in Glen Ellen, and loved it



dearly. They took great pride in being active members of the town. Together they founded the Glen Ellen Food Co-op, The Glen Ellen Historical Society, started recycling programs, wrote several books about the town and were the Grand Marshals of the Glen Ellen Village Fair. It is very important to Samantha that this business upholds and accentuates Glen Ellen's unique image and the community centered values that her grandparents devoted their lives to help shape.

Teresa Bradbury, 70, Secretary

Teresa "Terry" Bradbury has a 40-year career as a child psychologist that spans both practice and research. Since 2015, Terry has been a School Psychologist at Santa Rosa City Schools, including Monroe and Biella Elementary Schools. Prior to relocating to the Bay Area, Terry was a School Psychologist at Pittsburgh Public Schools, from 1997 to 2010, where she performed her duties in Pittsburgh's inner city area. She assessed student eligibility for placement in special education programs, participated in Instructional Support Teams and counseled students and parents. From 2001 to 2006, Terry was a research associate at the University of Pittsburgh Graduate School of Public Health, and consulted for a grant funded by the University of Pittsburgh Medical Center. Her work in molecular neurodevelopment for children ages 5-16 resulted in a collection of data that became part of a national database. From 1987 to 1997, Terry was a Specialty Counselor and Psychologist for the Western Psychiatric Institute and Clinic at the University of Pittsburgh Medical Center working in a hospital setting. She has maintained her Psychology License in the State of Pennsylvania and has earned her School Psychologist credential in the State of California.

Whether in her private practice, clinical setting or public school atmosphere her goal has been to understand how children learn and to help design a learning environment that offers the best chance for success. She has worked with children carrying the diagnoses of Autistic Spectrum Disorder, Post Traumatic Stress Disorder, Depression, Eating Disorders, OCD, Substance Abuse and, ADHD and Bi-Polar disorder. Since relocating on the west coast she has developed an interest in PTSD and studied through the International Association of Trauma Professionals completing several specialty programs. Her hobbies include gardening and animals, and she's a proud mother and grandmother.

Terry earned both her Bachelor degree and Masters degree in Educational Psychology from Duquesne University in Pittsburgh, Pennsylvania.



ADVISORY TEAM

APOTHEVERT advisory team consists of local experts and firms that complement the management team and provide specific experience and solutions to our business needs. We've included profiles of a select group of our advisors.

LEGAL – Beyers Costin Simon was established over 40 years ago in Santa Rosa and has built a reputation as one of the top real estate and business law firms in the North Bay. We trust their experience and longevity - they have broad experience in all aspects of transactions including business entity formation, corporate financing, private offerings, mergers & acquisitions, and real property financing, construction, development and leasing. We chose BCS in part because they align with our philosophy of giving back. All BCS lawyers serve in positions of civic leadership, including as school board members, church leaders, youth sports coaches and more. In addition to individual commitments, the firm sponsors the Children's Museum of Sonoma County, Wells Fargo Center for the Arts, Main Stage West, and Shakespeare in the Cannery. In 2015, the North Bay Business Journal recognized the firm as a 2015 Corporate Philanthropy Award recipient.

ACCOUNTING & FINANCE – Jeremiah Scott is a Senior Tax Accountant at Sun-Kap Enterprises. He holds a B.S. in Accounting from California State University, Los Angeles, and an M.B.A. from Bond University in Australia where he was Valedictorian, and earned a spot on the Vice Chancellor's List of Academic Excellence, the Dean's List of Academic Excellence, and is a six time recipient of First in Class Award.

PRODUCT TESTING – SC Labs, the industry's most trusted cannabis lab, will be advising **APOTHEVERT** to ensure quality, safety, and credibility standards are met on a broad range of products. Throughout 2018 and until all distributors are compliant with product testing, **APOTHEVERT** will be testing select product to ensure safety. In 2010, SC Labs Co-founders developed the cannabis industry's first testing standards. These guidelines are now widely adopted by the cannabis community, regulators, governments, and many organizations.

COMMUNITY – Bari Williams, a top real estate agent with Sotheby's Sonoma will be advising **APOTHEVERT** on opportunities to improve our relationship and support of the local community. Bari's entire career has been dedicated to fulfilling her clients' needs and desires and her results speak for themselves with a long list of satisfied clients who keep coming back. Her business success can be attributed to her love of her chosen career, her strong knowledge of the Sonoma Valley marketplace and the dedication she brings to the role. A longtime resident of Sonoma, Bari believes it is important to give back to her community. She is a substantial contributor to the Dunbar Elementary Art Department and Sonoma Overnight Support that assists the homeless in the Valley. She is also an annual team participant in Relay for Life, as well as a member of Impact100. As an active member of Impact100, she is able to experience the heart and soul of the community by supporting the work of local nonprofits.



III. CANNABIS SUPPLY CHAIN BUSINESS USE PERMIT APPLICATION REQUIREMENTS PJR-124

1. Planning Application (PJR-001) signed by property owner, officers and shareholders associated with **APOTHEVERT**.
2. Indemnification Agreement signed (PJR-011).
3. Owner/Agent Authorization Form signed.

Cannabis Supply Chain Business Use Permit Application Requirements PJR-124

PURPOSE: The Medical Cannabis Land Use Ordinance (Ord #6189) was adopted December 20, 2016 and created regulations related to Medical Cannabis Cultivation and related uses. No recreational cannabis uses or sales are currently allowed. This application should be used for cannabis manufacturing (both edible and extraction), laboratories, distributor, transporter, and dispensaries.

ADDITIONAL PERMIT REQUIREMENT: A Health Permit with the County Environmental Health & Safety Division is required for edible cannabis manufacturing and dispensaries.

MINOR AND CONDITIONAL USE PERMIT PROCEDURE: The applicant submits a complete Medical Cannabis Cultivation application to the Planning Division at the Permit Sonoma zoning cubicle. After a complete application is submitted, a project planner in the Project Review Division is assigned to the project. Referrals are sent to various Permit Sonoma Divisions, County departments, and State agencies for review, comment(s) and condition(s). The project planner then reviews all this information in detail and performs a site visit. The project planner then makes a decision on the level of environmental review required and carries out any necessary documentation consistent with the California Environmental Quality Act (CEQA).

After the environmental review is completed, the planner will either prepare to approve the project administratively or set a date for a public hearing before the Board of Zoning Adjustments. A notice of the public hearing or hearing waiver is posted at the property and sent to owners of the property within 300 feet of the site. If a hearing is scheduled, all interested persons are given an opportunity to comment on the proposed Use Permit at the public hearing. If the project is approved by the Board, there is a ten (10) day appeal period for appeals to the Board of Supervisors. All cannabis permits will be issued for one year from the date of approval and will expire if not renewed.

REQUIRED APPLICATION MATERIALS: A complete application must include all of the following:

1. Planning Application ([PJR-001](#)) signed by all property owners, officers and shareholders associated with operation.
2. Indemnification Agreement form PJR-011, signed by the applicant.
3. Owner/Agent Authorization Form (lease agreement, purchase contract, etc.) and copies of Business Entity Documents and Authorization (articles of incorporation, etc.).
4. Statement of Operator Qualifications:
 - a. Disclose any felony convictions.
 - b. Include the number of employees (both permanent year-round and temporary) and if they are 21 years of age or older.
 - c. Please list and attach any other cannabis related applications that the operator(s) have applied for.

Sonoma County Permit and Resource Management Department
2550 Ventura Avenue Santa Rosa CA 95403-2859 (707) 565-1900

www.PermitSonoma.org



5. Proposal Statement. This shall be a written statement that should include descriptions of how the operation including the following information:
 - a. Description of the Existing Use and Property.
 - List and identify on site plan any existing easements.
 - Describe any existing industrial, commercial, and residential uses.
 - b. Description of the Proposed Cannabis Use and Operational Plan
 - Include the type(s) of cannabis businesses on site, even if under a separate application.
 - What structures and/or tenant improvements are proposed? Does anything need to be legalized?
 - Describe the cannabis use and including a full narrative on the process and all specifications for equipment to be used.
 - Dispensaries Only- Will you be operating a delivery service? If yes, please describe the plan for delivery in detail.
 - c. Provide copies of any studies or documentation in the following areas:
 - Number and type of facilities.
 - Square footage of cannabis uses.
 - Setbacks and separation from sensitive uses (for dispensaries only).
 - Fire Prevention Plan.
 - Hazardous Materials – include list of all hazardous materials proposed for use on site and an associated Hazardous Materials Plan.
 - Exterior Lighting Plan.
 - Signage Plan with full proposed design and photographs of proposed location.
 - Landscaping Plan.
 - Parking.
 - Stormwater Management Plan.
 - Security Plan.
 - Odor Control Plan.
 - Hours of operation.
 - Water Supply Details including a “will serve” letter from municipal water district if applicable.
 - Wastewater Management Plan – septic system, sewer system, etc.
 - Product Disposal- include a description of the plan to dispose of any cannabis product that is not sold that protects it from being ingested by an animal or person.
6. Location/vicinity map (8 ½ in. X 11 in.) showing where the project is located in relation to nearby lots, streets, highways and/or major natural features (e.g., locator maps & road maps).
7. Photographs, including aerials, of the proposed development site.

8. Site Plan. Include either a 24 in. x 36 in. or 11 in. x 17 in. site plan and one reduced site plan (8 ½ in. x 11 in.). This reduced site plan must clearly depict the information shown on the full-sized site plan. Full sized plans must be folded. Preparation of the site plan by a professional draftsman, architect, or engineer is strongly recommended. If the existing site is to be greatly modified by the proposed project (removal of existing buildings, vegetation), both an Existing Site Plan and a Proposed Site Plan are required.
 - a. All Site plans shall meet the Minimum Standard Site Plan Requirements (Form CSS-019) and include the following;
 - Storage area/structure for hazardous materials.
 - Area(s) where harvested Cannabis will be stored.
9. Filing fee – see the current PRMD Project Review Fee Schedule.

APPLICANTS PROVIDING FALSE OR MISLEADING INFORMATION IN THE PERMITTING PROCESS WILL RESULT IN REJECTION OF THE APPLICATION AND/OR NULLIFICATION OR REVOCATION OF ANY ISSUED PERMIT.

Planning Application

PJR-001

Application Type(s):

- | | |
|--|--|
| <input type="checkbox"/> Admin Cert. Compliance | <input type="checkbox"/> Design Review Admin. |
| <input type="checkbox"/> Ag. Or Timber Preserve/Contract | <input checked="" type="checkbox"/> Design Review Full |
| <input type="checkbox"/> Conditional Cert. of Compliance | <input type="checkbox"/> General Plan Amendment |
| <input type="checkbox"/> Cert. of Modification | <input type="checkbox"/> Lot Line Adjustment |
| <input type="checkbox"/> Coastal Permit | <input type="checkbox"/> Major Subdivision |
| <input type="checkbox"/> Zoning Permit for: _____ | |

File # _____

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> Minor Subdivision | <input type="checkbox"/> Use Permit |
| <input type="checkbox"/> Voluntary Merger | <input type="checkbox"/> Variance |
| <input type="checkbox"/> Ordinance Interpretation | <input type="checkbox"/> Zone Change |
| <input type="checkbox"/> Second Unit Permit | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Specific/Area Plan Amendment | |

By placing my contact information (name, address, phone number, email address, etc.) on this application form and submitting it to Sonoma County PRMD, I understand and authorize PRMD to post this application to the internet or public information purposes, including my contact information.

PRINT CLEARLY					
APPLICANT			OWNER (IF OTHER THAN APPLICANT)		
Name Janette Friedman			Name Ergas Properties, LLC		
Mailing Address 911 Lakeville Street, #307			Mailing Address 105 Fairway Court * (address on deed)		
City Petaluma	State CA	Zip 94952	City Sonoma	C State A	Zip 95476
Day Ph (415) 999-8446	Email Jani@apothever.com		Day Ph (707) 639-8447	Email sergas@globalmedtechnologies.net	
Signature <i>Jani Friedman</i>		Date 11/22/17	Signature <i>Sanders Ergas</i>		Date 11/22/17
OTHER PERSONS TO BE NOTIFIED (If listed they must sign application form)					
Name/Title			Name/Title		
Mailing Address			Mailing Address		
City	State	Zip	City	State	Zip
Day Ph ()	Email		Day Ph ()	Email	
Signature		Date	Signature		Date
PROJECT INFORMATION					
Address(es) 15499 Arnold Drive, Glen Ellen, CA 95442				City Glen Ellen	
Assessor's Parcel Number(s) 054-130-024					
Project Description Convert current office space in unincorporated Sonoma County to the APOTHEVERT Medical Marijuana Dispensary, serving patients in the surrounding community. We expect to make minor changes to the site and building to ensure safety and compliance. Please see detailed application information, site plan, and other required documentation attached.					
*Correct, updated address for Sanders Ergas, Ergas Properties, is 653 Cabot Way, Napa, CA 94559.					
Acreage .33 acres			Number of new lots proposed 0		
Site Served by Public Water? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			Site Served by Public Sewer <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
TO BE COMPLETED BY PRMD STAFF					
Planning Area		Supervisorial District		Latitude Longitude	
Current Zoning					
General Plan Land Use			Specific/Area Plan		
S.P. Land Use			Violation? <input type="checkbox"/> Yes <input type="checkbox"/> No		File No.
Application resolve planning violation? <input type="checkbox"/> Yes <input type="checkbox"/> No			Penalty application? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Previous Files					
Application accepted by			Date		
Approved by			Date		



Indemnification Agreement

PJR-011

"As part of this application, applicant agrees to defend, indemnify, release and hold harmless the County, its agents, officers, attorneys, employees, boards and commissions from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of which is to attack, set aside, void or annul the approval of this application or the adoption of the environmental document which accompanies it. This indemnification shall include, but not be limited to, damages, costs, expenses, attorney fees or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in conjunction with the approval of this application, whether or not there is concurrent passive or active negligence on the part of the County. If, for any reason any portion of this indemnification agreement is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect."

Janette Friedman

Applicant Name

Sanders D. Ergas

Owner Name

11/22/17

Date

Janet Friedman

Applicant Signature

DocuSigned by:

Sanders Ergas

E3D47F25732B447...
Owner Signature

File No.

NOTE: The purpose of the Indemnification Agreement is to allow the County to be held harmless in terms of potential legal costs and liabilities in conjunction with permit processing and approval.

Sonoma County Permit and Resource Management Department

2550 Ventura Avenue ❖ Santa Rosa, CA ❖ 95403-2829 ❖ (707) 565-1900 ❖ Fax (707) 565-1103

AUTHORIZATION OF AGENT TO ACT ON PROPERTY OWNER'S BEHALF

Note: The following Authorization Form is required to be completed by the property owner only when designating an agent of the property owner to apply for a construction permit for the Owner-Builder.

Excluding the Notice to Property Owner, the execution of which I understand is my personal responsibility, I hereby authorize the following person(s) to act as my agent(s) to apply for, sign, and file the documents necessary to obtain an Owner-Builder Permit for my project.

Scope of Construction Project (Description of Work) Additional fencing, minor changes to lighting, doors.

Project Address 15499 Arnold Drive, Glen Ellen, CA 95442

Name of Authorized Agent Janette Friedman Phone # 415-999-8446

Address of Authorized Agent 911 Lakeville Street, #307, Petaluma, CA 94952

Signature of Authorized Agent *Jani Friedman*

Note: A copy of the owner's driver's license, form notarization or other verification acceptable to the agency is required to be presented when the permit application is submitted to verify the property owner's signature.

Property Owner's Signature DocuSigned by:
Sanders Ergas
E3D47F25732B447... Date 11/22/17

Sonoma County Permit and Resource Management Department

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- a. Copy of **APOTHEVERT** Business Entity Bylaws and Articles of Incorporation.

**BYLAWS
OF
APOTHEVERT
A California Nonprofit Mutual Benefit Corporation**

ARTICLE 1. OFFICES

SECTION 1. PRINCIPAL OFFICE

The principal office of the corporation for the transaction of business is located at 911 Lakeville Avenue #357, Petaluma, in Sonoma County, California.

SECTION 2. CHANGE OF ADDRESS

The county of the corporation's principal office can be changed only by a majority of the Board of Directors or an amendment of the Bylaws.

SECTION 3. OTHER OFFICES

The corporation may also have offices at such other places, within or without the State of California, where it is qualified to do business, as its business may require and as the Board of Directors may, from time to time, designate.

ARTICLE 2. PURPOSES

SECTION 1. OBJECTIVES AND PURPOSES

The primary objectives and purposes of this corporation shall be a medical cannabis dispensary.

ARTICLE 3. MEMBERS

SECTION 1. DETERMINATION OF MEMBERS

This corporation shall make no provisions for members, however, pursuant to the Nonprofit Mutual Benefit Corporation law of the State of California, any action which would otherwise, under law or the provisions of the Articles of Incorporation or Bylaws of this corporation, require approval by a majority of all members or approval by the members, shall only require the approval of the Board of Directors.

SECTION 2. ASSOCIATES

Nothing in this Article shall be construed as limiting the right of this corporation to refer to persons associated with it as "members," even though such persons are not members, and no such reference shall constitute anyone a member, with the meaning of the California Nonprofit Mutual Benefit Corporation Law.

The corporation may confer by amendment of its Articles of Incorporation or of these Bylaws some or all of the rights of a member, as set forth in the California Nonprofit Mutual Benefit Corporation Law, upon any person or persons who do not have the right to vote for the election of Directors or on a disposition of the assets of the corporation or on a merger or on a dissolution or on changes to the corporation's Articles of Incorporation or these Bylaws, but no such person shall be a member.

ARTICLE 4. DIRECTORS

SECTION 1. NUMBER

The corporation shall have between three (3) and ten (10) Directors, and collectively they shall be known as the Board of Directors. The number may be changed by amendment of this Bylaw, or by repeal of this Bylaw and adoption of a new Bylaw, as provided in these Bylaws.

SECTION 2. POWERS

The business and affairs of this corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board of Directors.

The Board of Directors may delegate the management of the activities of the corporation to any person or persons, a management company or committees however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board of Directors.

SECTION 3. DUTIES

It shall be the duty of the Directors to:

- (a) Perform any and all duties imposed on them collectively or individually by law, by the Articles of Incorporation of this corporation, or by these Bylaws.
- (b) Appoint and remove, employ and discharge, and, except as otherwise provided in these Bylaws, prescribe the duties and fix the compensation, if any, of all Officers, agents and employees of the corporation.
- (c) Supervise all Officers, agents and employees of the corporation to assure that their duties are performed properly.
- (d) Meet at such times and places as required by these Bylaws.
- (e) Register their addresses with the Secretary of the corporation, and acknowledge that notices of meetings mailed to them at such addresses shall be valid notices thereof.

SECTION 4. TERMS OF OFFICE

Directors elected to the Board shall serve for a five (5) year term and thereafter on an annual one (1) year term until the next annual meeting for the election of the Board of Directors as specified in these Bylaws, and until his or her successor is elected.

SECTION 5. COMPENSATION

Directors shall serve without compensation except that they may be allowed and paid their actual and necessary expenses incurred in attending Directors meetings. In addition, they shall be allowed reasonable advancement or reimbursement for expenses incurred in the performance of their regular duties as specified in Section 3 of this Article. Directors may not be compensated for rendering services to the corporation in any capacity other than Director unless such other compensation is reasonable and is allowable under the provisions of Section 6 of the Article.

SECTION 6. RESTRICTION REGARDING INTERESTED DIRECTORS

Notwithstanding any other provision of the Bylaws, not more than forty-nine percent (49%) of the persons serving on the Board may be interested persons. For purposes of this Section, "interested persons" means either:

- (a) any person currently being compensated by the corporation for services rendered it within the previous twelve (12) months, whether as a full- or part-time officer or other employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Director as Director; or
- (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son- in-law, daughter-in-law, mother-in-law, or father-in-law of any such person.

SECTION 7. PLACE OF MEETINGS

Meetings shall be held at the principal office of the corporation unless otherwise provided by the Board or at such place within or without the State of California which has been designated from time to time by resolution of the Board of Directors.

In the absence of such designation, any meeting not held at the principal office of the corporation shall be valid only if held on the written consent of all Directors given either before or after the meeting and filed with the Secretary of the corporation or after all board members have been given written notice of the meeting as hereinafter provided for special meetings of the Board.

Any meeting, regular or special, may be held by telephone conference or similar communications equipment, so long as all Directors participating in such meeting can hear one another.

SECTION 8. REGULAR AND ANNUAL MEETINGS

Regular meetings of Directors shall be held November 30th, unless such day falls on a legal holiday, in which event the regular meeting shall be held at a time and location designated by the President.

At the annual regular meeting of Directors, the Directors shall be elected by the Board of Directors. Cumulative voting for the election of Directors shall not be permitted. The candidates receiving the highest number of votes up to the number of Directors to be elected shall be elected. Each Director shall cast one vote, with voting by ballot only.

SECTION 9. SPECIAL MEETINGS

Special meetings of the Board of Directors may be called by the Chairman of the Board, the President, the Vice-President, the Secretary, or by any two Directors, and such meetings shall be held at the place, within or without the State of California, designated by the person or persons calling the meeting, and in the absence of such designation, at the principal office of the corporation.

SECTION 10. NOTICE OF MEETINGS

Regular meetings of the Board may be held without notice.

Special meetings of the Board shall be held upon four (4) days notice by first-class mail or forty-eight (48) hours notice delivered personally, by telephone, or by electronic transmission. Notice will not be given by electronic transmission if the corporation is unable to deliver two consecutive notices to a Director by that means, or if the inability to deliver the notice becomes known to the Secretary or other person responsible for giving such notice. Such notices shall be addressed to each Director at his or her address as shown on the books of the corporation.

Notice of the time and place of holding an adjourned meeting need not be given to absent, Directors if the time and place of the adjourned meeting are fixed at the meeting adjourned and if such adjourned meeting is held no more than twenty-four (24) hours from the time of the original meeting.

Notice shall be given of any adjourned regular or special meeting to Directors absent from the original meeting if the adjourned meeting is held more than twenty-four (24) hours from the time of the original meeting.

SECTION 11. CONTENTS OF NOTICE

Notice of meeting not herein dispensed with shall specify the place, day and hour of the meeting. The purpose of any Board meeting need not be specified in the notice.

SECTION 12. WAIVER OF NOTICE AND CONSENT TO HOLDING MEETINGS

The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, are as valid as though the meeting had been duly held after regular call and notice, provided a quorum, as hereinafter defined, is present and provided that either before or after the meeting each Director not present signs a waiver of notice, a consent to holding the meeting, or an approval of the minutes thereof. All such waivers, consent, or approvals, shall be filed with the corporate records or made a part of the minutes of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about lack of adequate notice.

SECTION 13. QUORUM FOR MEETINGS

A quorum shall consist of a majority of Directors.

Except as otherwise provided in these Bylaws or in the Articles of Incorporation of this corporation, or by law, no business shall be considered by the Board at any meeting at which a quorum, as herein defined, is not present, and the only motion which the Chair shall entertain at such meeting is a motion to adjourn. However, a majority of the Directors present at such meeting may adjourn from time to time until the time fixed for the next regular meeting of the Board.

The Directors present at a duly called and held meeting at which a quorum is initially present may continue to do business notwithstanding the loss of a quorum at the meeting due to a withdrawal of Directors from the meeting, provided that any action thereafter taken must be approved by at least a majority of the required quorum for such meeting or such greater percentage as may be required by law, or the Articles of Incorporation or Bylaws of this corporation.

SECTION 14. MAJORITY ACTION AS BOARD ACTION

Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors, unless the Articles of Incorporation or Bylaws of this corporation, or provisions of the California Nonprofit Mutual Benefit Corporation Law, particularly those provisions relating to appointment of committees, approval of contracts or transactions in which a Director has a material financial interest and indemnification of Directors, require a greater percentage or different voting rules for approval of a matter of the Board.

SECTION 15. CONDUCT OF MEETINGS

Meetings of the Board of Directors shall be presided over by the Chairman of the Board, or if no such person has been so designated or, in his or her absence, the President of the corporation or, in his or her absence, by the Vice-President of the corporation or, in the absence of these persons, by a Chairman chosen by a majority of the Directors present at the meeting. The Secretary of the corporation shall act as Secretary of all meetings of the Board, provided that in his or her absence, the presiding officer shall appoint another person to act as Secretary of the meeting.

Meetings shall be governed by Robert's Rules of Order, as such rules may be revised from time to time, insofar as such rules are not inconsistent with or in conflict with these Bylaws, with the Articles of Incorporation of this corporation, or with provisions of the law.

SECTION 16. ACTION BY UNANIMOUS WRITTEN CONSENT WITHOUT MEETING

Any action required or permitted to be taken by the Board of Directors under any provision of law may be taken without a meeting, if all Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceeding of the Board.

Such action by written consent shall have the same force and effect as the unanimous vote of the Directors. Any certificate or other document filed under any provision of law which relates to action so taken shall state that the action was taken by unanimous written consent of the Board of Directors without a meeting and the Bylaws of this corporation authorize the Directors to so act, and such statement shall be prima facie evidence of such authority.

SECTION 17. VACANCIES

Vacancies on the Board of Directors shall exist (1) on the death, resignation or removal of any Director, and (2) whenever the number of authorized Directors is increased.

The Board of Directors may declare vacant the office of a Director who has been declared of unsound mind by a final order of court, or convicted of a felony, or been found by a final order or judgment of nay court to have breached any duty under the California Mutual Corporation Law.

Directors may be removed without cause by a majority of the Directors then in office.

Any Director may resign effective upon giving written notice to the Chairman of the Board, the President or the Secretary of the Board of Directors, unless the notice specifies a later time for the effectiveness of such resignation.

No Director may resign if the corporation would then be left without a duly elected Director or Directors in charge of its affairs, except upon notice to the Attorney General of the State of California.

Vacancies on the Board may be filled by approval of the Board or, if the number of Directors then in office is less that a quorum, by (1) the unanimous written consent of the Directors then in office, (2) the affirmative vote of a majority of the Directors then in office at a meeting held pursuant to notice or waivers of notice complying with this Article of these Bylaws, or (3) a sole remaining Director.

A person elected to fill a vacancy as provided in this Section shall hold office until the next annual election of the Board of Directors or until his or her death, resignation or removal from office.

SECTION 18. NON-LIABILITY OF DIRECTORS

The Directors shall not be personally liable for the debts, liabilities, or other obligations of the corporation.

SECTION 19. INDEMNIFICATION BY CORPORATION OF DIRECTORS, OFFICERS, EMPLOYEES AND OTHER AGENTS

To the extent that a person who is or was a Director, officer, employee or other agent of this corporation has been successful on the merits in defense of any civil, criminal, administrative or investigative proceeding brought to procure a judgment against such person by reason of the fact that he or she is, or was, an agent of the corporation, or has been successful in defense of any claim, issue or matter, therein, such person shall be indemnified against expenses actually and reasonably incurred by the person in connection with such proceeding.

If such person either settles any such claim or sustains a judgment against him or her, then indemnification against expenses, judgments, fines, settlements and other amounts reasonably incurred in connection with such proceedings shall be provided by this corporation but only to the extent allowed by California Nonprofit Mutual Benefit Corporation Law.

SECTION 20. INSURANCE FOR CORPORATE AGENTS

The Board of Directors may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the corporation (including a Director, officer, employee or other agent of the corporation) against any liability other than for violating provisions of law relating to self-dealing asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of the California Nonprofit Mutual Benefit Corporation Law.

ARTICLE 5. OFFICERS

SECTION 1. NUMBER OF OFFICERS

The initial Officers of this corporation shall be a President, a Secretary, and a Treasurer. The corporation may also have, as determined by the Board of Directors, a Chairman of the Board, one or more Vice-Presidents, Assistant Secretaries, Assistant Treasurers, or other Officers. Any number of offices may be held by the same person except that neither the Secretary nor the Treasurer may serve as the President or the Chairman of the Board.

SECTION 2. QUALIFICATION, ELECTION, AND TERM OF OFFICE

Any person may serve as officer of this corporation. Officers shall be elected by the Board of Directors, at any time, and each officer shall hold office until he or she resigns or is removed or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified at the next annual meeting of the Board of Directors, whichever occurs first.

SECTION 3. SUBORDINATE OFFICERS

The Board of Directors may appoint such other Officers or agents as it may deem desirable, and such Officers shall serve terms, have such authority, and perform such duties as may be prescribed from time to time by the Board of Directors.

SECTION 4. REMOVAL AND RESIGNATION

Any officer may be removed, either with or without cause, by the Board of Directors, at any time. Any Officer may resign at any time by giving written notice to the Board of Directors, the President or Secretary of the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The above provisions of the Section shall be superseded by any conflicting terms of a contract which has been approved or ratified by the Board of Directors relating to the employment of any officer of the corporation.

SECTION 5. VACANCIES

A vacancy in any Office because of death, resignation, removal, disqualification, or any other cause shall be filled only in the manner prescribed in these Bylaws for regular appointments to that Office.

SECTION 6. DUTIES OF PRESIDENT

The President shall be the chief executive officer of the corporation and shall, subject to the control of the Board of Directors, supervise and control the affairs of the corporation and the activities of the Officers. He or she shall perform all duties incident to his or her office and such other duties as may be required by law, by the Articles of Incorporation of this corporation, or by these Bylaws, or which may be prescribed from time to time by the Board of Directors.

Unless another person is specifically appointed as Chairman of the Board of Directors, the President shall preside at all meetings of the Board of Directors. Except as otherwise expressly provided by law, by the Articles of Incorporation, or by these Bylaws, he or she shall, in the name of the corporation, execute such contracts, checks, or other instruments which may from time to time be authorized by the Board of Directors. The President shall be responsible for keeping the Board informed at all times of staff performance as related to program objectives, and for implementing any personnel policies adopted by the Board.

SECTION 7. DUTIES OF VICE-PRESIDENT

In the absence of the President, or in the event of his or her inability or refusal to act, the Vice-President (if one is selected) shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions on, the President. The Vice-President shall have other powers and perform such other duties as may be prescribed by law, by the Articles of Incorporation, or by these Bylaws, or as may be prescribed by the Board of Directors.

SECTION 8. DUTIES OF SECRETARY

The Secretary shall:

(a) Certify and keep at the principal office of the corporation the original, or a copy, of these Bylaws as amended or otherwise altered to date.

(b) Keep at the principal office of the corporation or at such other place as the Board may determine, a book of minutes of all meetings of the Directors, and, if applicable, meetings of committees of Directors, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof.

(c) See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.

(d) Be custodian of the records and of the seal of the corporation and see that the seal is affixed to all duly executed documents, the execution of which on behalf of the corporation under its seal is authorized by law or by these Bylaws.

(e) Exhibit at all reasonable times to any Director of the corporation, or to his or her agent or attorney, on request therefore, the Bylaws, the membership book, and the minutes of the proceedings of the Directors of the corporation.

In general, perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Articles of Incorporation of this corporation, the Organizational Minutes, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

SECTION 9. DUTIES OF TREASURER

Subject to the provisions of these Bylaws relating to the "Execution of Instruments, Deposits and Fund", the Treasurer shall:

(a) Have charge and custody of, and be responsible for, all funds and securities of the corporation, and deposit all such funds in the name of the corporation in such banks, trust companies, or other depositories as shall be selected by the Board of Directors.

(b) Receive, and give receipt for, monies due and payable to the corporation from any source whatsoever.

(c) Disburse, or cause to be disbursed, the funds of the corporation as may be directed by the Board of Directors, taking proper vouchers for such disbursements.

(d) Keep and maintain adequate and correct accounts of the corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains and losses.

(e) Exhibit at all reasonable times the books of account and financial records to any Director of the corporation, or his or her agent or attorney, on request therefore.

(f) Render to the President and Directors, whenever requested, an account of any or all of his or her transactions as Treasurer and of the financial condition of the corporation.

(g) Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.

In general, perform all duties incident to the office of Treasurer and such other duties as may be required by law, by the Articles of Incorporation of the corporation, the Organizational Minutes, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

SECTION 10. COMPENSATION

The salaries of the Officers, if any, shall be fixed from time to time by resolution of the Board of Directors, and no officer shall be prevented from receiving such salary by reason of the fact that he or she is also a Director of the corporation, provided, however, that such compensation paid a Director for serving as an officer of this corporation shall only be allowed if permitted under the provisions of ARTICLE 4, SECTION 6, of these Bylaws. In all cases, any salaries received by Officers of this corporation shall be reasonable and given in return for services actually rendered the corporation which relate to the performance of the purposes of this corporation.

ARTICLE 6. EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS

SECTION 1. EXECUTION OF INSTRUMENTS

The Board of Directors, except as otherwise provided in these Bylaws, may by resolution authorize any officer or agent of the corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

SECTION 2. CHECKS AND NOTES

Except as otherwise specifically determined by resolution of the Board of Directors, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the corporation shall be signed by the President, Secretary, or Treasurer.

SECTION 3. DEPOSITS

All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors, or Officers, may select.

SECTION 4. GIFTS

The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest, or device for the purposes of this corporation.

ARTICLE 7. CORPORATE RECORDS, REPORTS AND SEAL

SECTION 1. MAINTENANCE OF CORPORATE RECORDS

The corporation shall keep at its principal office or at Beyers Costin Simon, 200 Fourth Street, Suite 400, Santa Rosa, California, 95401:

- (a) Minutes of all meetings of Directors, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof.
- (b) Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses.
- (c) A copy of the corporation's Articles of Incorporation and Bylaws as amended to date.

SECTION 2. CORPORATE SEAL

The Board of Directors may adopt, use, and at will alter, a corporate seal. Such seal shall be kept at the principal office of the corporation. Failure to affix the seal to corporate instruments, however, shall not affect the validity of any such instrument.

SECTION 3. DIRECTORS' INSPECTION RIGHTS

Every Director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation.

SECTION 4. RIGHT TO COPY AND MAKE EXTRACTS

Any inspection under the provisions of this Article may be made in person or by agent or attorney and the right to inspection includes the right to copy and make extracts.

SECTION 5. ANNUAL REPORT

The Board shall cause an annual report to be furnished not later than one hundred twenty (120) days after the close of the corporation's fiscal year to all Directors of the corporation, which report shall contain the following information in appropriate detail:

- (a) The assets and liabilities, including the trust funds, of the corporation at the end of the fiscal year.

(b) The principal changes in assets and liabilities, including trust funds, during the fiscal year.

(c) The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes, for the fiscal year.

(d) The expenses or disbursements of the corporation, for both general and restricted purposes, during the fiscal year.

(e) Any information required by Section 6 of this Article.

For each transaction, the report must disclose the names of the interested persons involved in such transaction and state such person's relationship to the corporation, the nature of such person's interest in the transaction and, where practicable, the value of such interest.

The annual report shall be accompanied by any report thereon of independent accountants, or, if there is no such report, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the books and records of the corporation.

SECTION 6. ANNUAL STATEMENT OF SPECIFIC TRANSACTIONS

This corporation shall mail or deliver to all Directors a statement within one hundred twenty (120) days after the close of its fiscal year which briefly describes the amount and circumstances of any indemnification or transaction of the following kind:

(a) Any transaction in which the corporation, or its parent, or its subsidiary was a party, and in which either of the following had a direct or an indirect material financial interest:

(1) any Director or officer of the corporation, or its parent or subsidiary (a mere common directorship shall not be considered a material financial interest); or

(2) any holder of more than ten percent (10%) of the voting power of the corporation, its parent or its subsidiary.

The above statement need only be provided with respect to a transaction during the previous fiscal year involving more than fifty thousand dollars (\$50,000) or which was one of a number of transaction with the same person involving, in the aggregate, more than fifty-thousand dollars (\$50,000).

Similarly, the statement need only be provided with respect to indemnifications or advances aggregating more than twenty-five thousand dollars (\$25,000) paid during the previous fiscal year to any Director or officer, except that no such statement need be made if such indemnification was approved by the members pursuant to the California Nonprofit Mutual Benefit Corporation Law.

Any statement required by this Section shall briefly describe the names of the interested persons involved in such transaction, stating each person's relationship to the corporation, the

nature of such person's interest in the transaction and, where practical, the amount of such interest, provided, that in the case of a transaction with a partnership of which such person is a partner, only the interest of the partnership need be stated.

ARTICLE 8. CALENDAR YEAR

SECTION 1. CALENDAR YEAR OF THE CORPORATION

The calendar year of the corporation shall begin on the first day of January and end on the last day in December in each year.

ARTICLE 9. BYLAWS

SECTION 1. AMENDMENT

Subject to any provision of law applicable to the amendment of Bylaws of mutual benefit nonprofit corporations, these Bylaws, or any of them, may be altered, amended, or repealed and the new Bylaws adopted by approval of the Board of Directors.

ARTICLE 10. AMENDMENT OF ARTICLES

SECTION 1. AMENDMENT OF ARTICLES

Any amendments of the Articles of Incorporation may be adopted by approval of a majority the Board of Directors.

SECTION 2. CERTAIN AMENDMENTS

This corporation shall not amend its Articles of Incorporation to alter any statement which appears in the original Articles of Incorporation and of the names and addresses of the first Directors of this corporation nor the name and address of its initial agent, except to correct an error in such statement or to delete either statement after the corporation has filed a "Statement by a Domestic Non-Profit Corporation."

ARTICLE 11. PROHIBITION AGAINST SHARING CORPORATE PROFITS AND ASSETS

SECTION 1. PROHIBITION AGAINST SHARING CORPORATE PROFITS AND ASSETS

No Director, officer, employee, or other person connected with this corporation, or any private individual, shall receive at any time any of the net earnings or pecuniary profit from the operations of the corporation, provided, however, that this provision shall not prevent payment to any such person or reasonable compensation for services performed for the corporation in effecting any of its purposes, provided that such compensation is otherwise permitted by these Bylaws and is fixed by resolution of the Board of Directors; and no such person or persons shall be entitled to share in the distribution of, and shall not receive, any of the corporate assets on dissolution of the corporation. On such dissolution or winding up of the affairs of the corporation, whether voluntarily or involuntarily, the assets of the corporation, after all debts

have been satisfied, then remaining in the hands of the Board of Directors, shall be distributed as required by the Articles of Incorporation of this corporation and not otherwise.

WRITTEN CONSENT OF DIRECTORS ADOPTING BYLAWS

We, the undersigned, are all of the persons named as the initial Directors in the of Apothevert, a California nonprofit mutual benefit corporation, and, pursuant to the authority granted to the Directors by these Bylaws to take action by unanimous written consent without a meeting, consent to, and hereby do, adopt the foregoing Bylaws as the Bylaws of this corporation.

Dated: November 22, 2017



Janie Friedman, Director

DocuSigned by:


A42523DA8725484...
Samantha Smith, Director

DocuSigned by:


F785C08404324BA...
Teresa Bradbury, Director

This is to certify that the foregoing is a true and correct copy of the Bylaws of Apothevert and that such Bylaws were duly adopted by the Board of Directors of the said corporation on the date set forth above.

Dated: November 22, 2017

DocuSigned by:


F785C08404324BA...
Teresa Bradbury, Secretary

4080541



Secretary of State
Articles of Incorporation of a
Nonprofit Mutual Benefit Corporation

ARTS-MU

FILED
Secretary of State
State of California

NOV 07 2017

IMPORTANT - Read instructions before completing this form.

Filing Fee - \$30.00

Copy Fees - First page \$1.00; each attachment page \$0.50;
Certification Fee - \$5.00

Note: A separate California Franchise Tax Board application is required to obtain
tax exempt status. For more information, go to https://www.ftb.ca.gov.

This Space For Office Use Only

1. Corporate Name (Go to www.sos.ca.gov/business/be/name-availability for general corporate name requirements and restrictions.)

The name of the corporation is APOTHEVERT

2. Business Addresses (Enter the complete business addresses. Item 2a cannot be a P.O.Box or "in care of" an individual or entity.)

Table with 4 columns: Address, City, State, Zip Code. Row 1: 15499 Arnold Drive, Glen Ellen, CA, 95442. Row 2: Initial Mailing Address, City, 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.

Table with 4 columns: Name, Middle Name, Last Name, Suffix. Row 1: Michael, P, Garcia. Row 2: Street Address, City, State, Zip Code. Row 2: 200 Fourth Street, Suite 400, Santa Rosa, CA, 95401.

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. Purpose Statement (Do not alter the Purpose Statement.)

This corporation is a nonprofit Mutual Benefit Corporation organized under the Nonprofit Mutual Benefit Corporation
Law. The purpose of this corporation is to engage in any lawful act or activity, other than credit union business, for
which a corporation may be organized under such law.

5. Additional Statements (The following statements are for tax-exempt status in California. See Instructions and Filing Tips.)

a. The specific purpose of this corporation is to Medical Cannabis Dispensary
b. Notwithstanding any of the above statements of purposes and powers, this corporation shall not, except to an
insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the specific
purposes of this corporation.

6. Read and Sign Below (This form must be signed by each incorporator. See Instructions. Do not include a title.)

Signature

Michael P. Garcia
Type or Print Name



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 08 2017

#

Date: _____

Alex Padilla

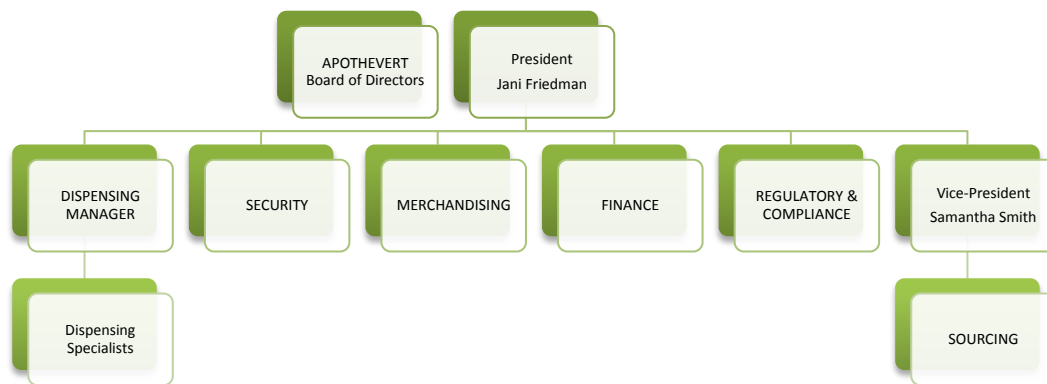
ALEX PADILLA, Secretary of State

4. Statement of Operator Qualifications

- a. All owners, officers, and management have no felony convictions.
- b. All employees will be 21 years of age or older and hold no criminal record.

We do not discriminate but we do have a preference for local hires. We will comply with all occupational safety requirements including Cal/OSHA, wage and hour laws. We embrace the U.S. Department of Labor’s HIRE Vets Act signed into law May 5, 2017. We anticipate finding several qualified veteran candidates, who are existing patients, in Sonoma County. Over the course of the first year, we plan to hire 14 employees to satisfy our average forecast of 150 patients a day.

- i. Year-round Full-time Employees (“FTE’s”): 5, which include 4 Dispensary Specialists and 1 security guard
- ii. Year-round Part-time Employees (“PTE’s”): 9, which include 6 Dispensary Specialists, 1 financial controller, 1 security guard, and 1 janitor
- iii. Management/Officers: 1 full-time, 1 part-time (not included in employee count)



- c. The operators have not applied for any other cannabis relate applications or permits to date.

5. Proposal Statement

Our **APOTHEVERT** leadership team and future employees will manage this non-profit in a professional, respectful and decent manner, placing a premium on exceptional customer service for patients and their caregivers.

a. Description of the Existing Use and Property. **SEE ATTACHED SITE PLANS.**

We've chosen Glen Ellen's iconic Firehouse Station, built in 1972, located at 15499 Arnold Drive in Glen Ellen, as an ideal structure and location for **APOTHEVERT**.

GoodHarold LLC has the option to purchase the property immediately upon issuance of a Use Permit. Upon such purchase, the property will then be leased by GoodHarold LLC as the landlord to **APOTHEVERT** as the tenant. See Option to Buy Agreement in Appendix.

The commercial property is located in unincorporated Sonoma County, zoned LC Limited Commercial District, and is currently used by The Lotus Global Group, dba Globalmed Technologies, as commercial office space. Globalmed Technologies is a distributor and marketer of Medical Aesthetic equipment that is sold to medical-spas and physicians worldwide. They specialize in laser and light based technology, ultrasound, and radio frequency. There are four employees as well as part-time staff, who look forward to moving to their Napa location once we acquire our use permit and GoodHarold LLC exercises the option to purchase the property. Globalmed Technologies was up and running as of October 12, 2007.

The upper floor of the building includes one small office, and one residential unit, leased to a tenant on a month-to-month basis. The tenant is aware that there is a potential sale of the building. Upon change of property ownership, the upper unit will be converted to office space to support main floor dispensary operations. If needed as patient count scales, the small office upstairs will be converted to a temperature-controlled locked inventory storage room. Based on our proposed site plan and renderings, attached, we expect no major renovations, except a new door to the eastern stairway. We have designed the interior space to outfit semi-mobile consultation counters for our patients and furniture cabinets for our products. If construction permits are needed, we will apply and obtain them before beginning any work. There are no existing easements.

Location Requirements Compliance:

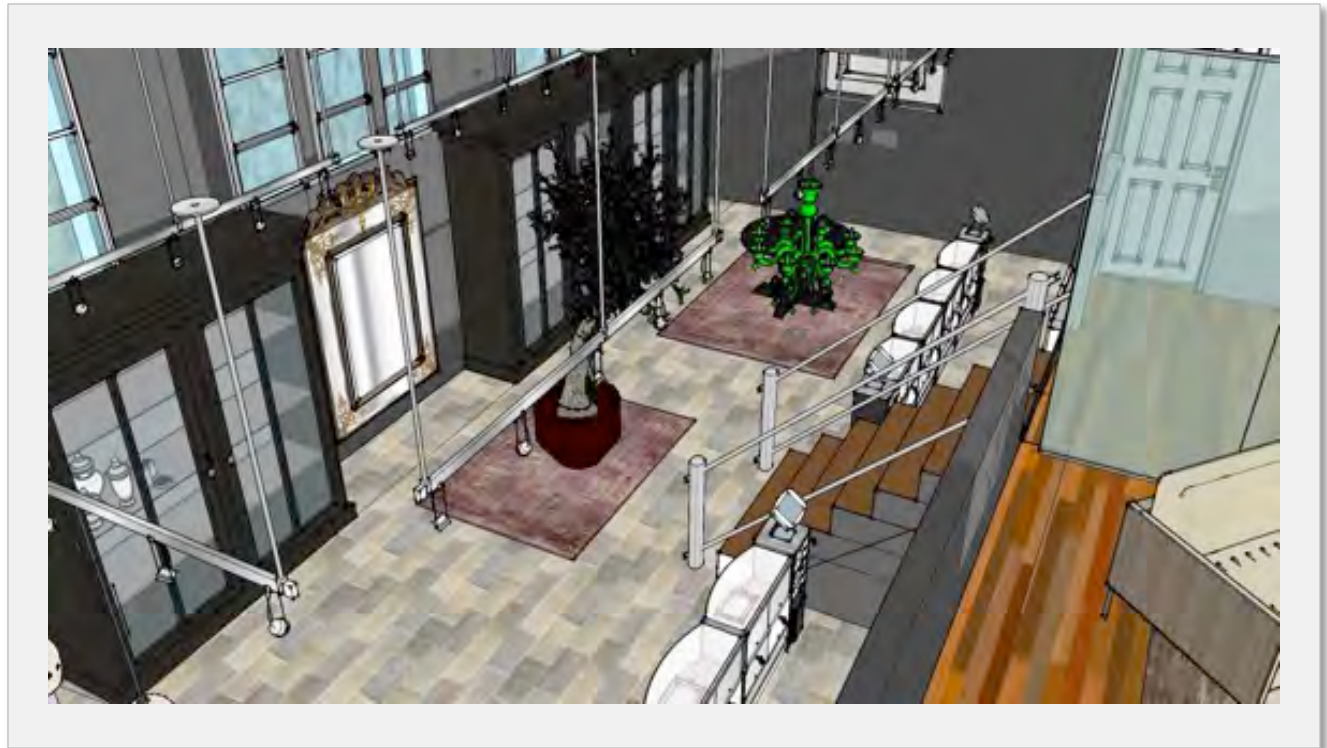
- The **APOTHEVERT** medical cannabis dispensary will not be established on any parcel containing a dwelling unit used as a residence, once the building has been purchased by the GoodHarold LLC, landlord to **APOTHEVERT**, the tenant.
- The **APOTHEVERT** dispensary is located within one hundred feet (100') of a residential zoning district, however with our proposed fencing along Madrone Road, we hope to convince the PRMD that an actual physical separation exists between land uses or parcels such that no off-site impacts could occur.



- The **APOTHEVERT** dispensary will not be located within one thousand feet (1,000') of any public or private school, park, childcare center, drug or alcohol treatment facility.

b. Description of the Proposed Cannabis Use and Operational Plan.

We propose converting the Firehouse office space on the main ground level and mezzanine to a medical cannabis dispensary. Current zoning is acceptable for retail use. There is currently no cannabis business on the site. The structure is ideally suited for a dispensary, with an open floor plan that is customizable as the practice grows and evolves. There is a front entry room, called Reception, for patients to check in and confirm credentials. Once approved, patients will be “buzzed in” and able to proceed through a regularly locked door to the dispensary floor. Today there are temporary cubicles used by Globalmed Technologies but all office furniture and cubicles will be removed by the seller/tenant once the building has changed ownership. There is an existing office on the mezzanine with one wall primarily glass. It will overlook the retail floor where management will be able to supervise dispensary activity, attend to the safe, and view traffic on monitors that capture 24/7 activity from indoor and outdoor security cameras.





We've designed the space to provide ample privacy for each patient, allowing for 6 stations, 5 on the main level and 1 private station on the mezzanine. The configuration reflects our forecast of an average of 150 patients per day in the first year. We anticipate 1,000 patients will register as patient-members during the first 12 months.

We will be installing a technologically-advanced security system with alarms, shatterproof LED lighting overhead, a locked safe for cash, locked product storage cabinets for inventory, but will not need to structurally alter the interior of the building.

We designed the patient process as follows:

A patient enters the **APOTHEVERT** parking lot from Arnold Drive. They enter the building through the single patient entrance door on the north side of the building. Patients are greeted by a receptionist, trained in security protocol, who will verify the patient's credentials using Cannabis Verify, a trusted online verification system. New patients will go through a more rigorous process of supplying necessary information and verification in order to set up a secure profile. Cannabis Verify will also remind patients when they are nearing the end of their recommendation period. The SAS application guarantees that all servers are encrypted with a 256-bit SSL Certificate, which is double the security level required by law,

and are housed in state-of-the-art data centers. We are confident our patient's data will be safe, backed up, and available when needed for entry verification.

The reception area/waiting room will be welcoming, simple, comfortable and quiet, similar to a professional medical-spa lobby. Once the patient is cleared through our Cannabis Verify system, the patient will proceed through the door that is remotely unlocked by the receptionist using our Maglocks Office Door Remote Release Buzz-in with a 25-4U Electric Strike Door release.

The patient then enters into the retail and consultation area where they may purchase, browse, learn, or seek consultation from a Dispensary Specialist in uniform. The Dispensary Specialist will ask questions to better understand the patient's need, if the patient does not have a specific product request. Once a patient has completed their request and received advice as the appropriate product solution, the Dispensary Specialist will bundle their products, ensuring legal quantities are adhered to, and total the retail price. The Dispensary Specialist may accept cash only, and will then deposit it into their specific cash drawer, offering change if needed. The Dispensary Specialist then places the products into an aroma-proof, **APOTHEVERT**-branded, craft-paper bag. The Dispensary Specialist then hands the sealed bag to the patient and finalizes the visit. The patient then exits through the door to Reception, and then through the front door.

Twenty minutes prior to the end of a shift, the Dispensary Specialist must count their cash drawer and deliver it to management in the management office on the mezzanine. Once the POS data is rectified with the cash amount, the manager signs off on the employee's "balance", which concludes their shift. Any discrepancies must be rectified prior to the end of the shift. If any discrepancy is the fault of management or systems and rectification extends beyond the shift, the employee shall receive overtime pay equaling 1.5 times regular wage.

Equipment to be used includes:

- Point-of-sale iPads utilizing Green Bits for transactions, tracking, reporting and compliance.
- Shatterproof LED track lighting to illuminate products.
- Lockable product storage display cabinets from Restoration Hardware (locked during non-business hours)
- Locked refrigeration for additional edibles inventory not in display cooler – eQuipped by KaTom professional 19-cubic foot economy solid door reach-in refrigerator
- Digital/TV monitor pricing boards to display prices of commodity products
- Edibles display and serve cooler fixture – ROSA by Oscartek "Chocolate Showcase"
- Security surveillance cameras and alarms – LOREX, 4K Ultra HD IP NVR System with 4 Outdoor 4K 8MP IP Cameras, 250' Night Vision. Interior surveillance cameras will be high-definition 1080p security cameras, also by LOREX.
- ProVault Safe by Liberty

Equipment and interior fixture placement are indicated on the Site Plan and in Renderings in the Appendix. Equipment specifications can also be found in the Appendix.

APOTHEVERT operators currently have no plans to operate a delivery service but will consider applying for a delivery permit if patient requests are significant and there is a need.

c. Property and Operation Specifications and Documentation

-We will be operating this single facility to start but upon success, expect to rollout dispensaries within Sonoma, in other counties, and states as regulation allows.

-The square footage used for the **APOTHEVERT** dispensary is designed at 1891 square feet and is situated on the ground/main floor and mezzanine of the building. This includes the Reception area, ADA- compliant patient and employee restrooms, an employee break room, management office, selling floor and private consultation room on the mezzanine. The entire square footage of the building, including the upper floor that will not be used for the dispensary, is 3,847 square feet. The property parcel size is .33 acres.

-We have designed a 7' high opaque fence on the Madrone Road side of the property as a clear boundary and separation from the residential zone on the other side of the street, creating an actual physical separation between land uses or parcels such that no off-site impacts can occur. A rendering of the current back area configuration can be found on the site plan, along with images of the existing structure. There is also an existing fence on the north and east sides of the property that create a physical and visual barrier. On the other side of the east-side fence there is a small market called Rancho Market & Deli. Only employees and regular vendors with clearance will be allowed access and exit through the secured back gate and then auto-locked back door. Patients and caregivers will not be able to access the building through the back gate or door due to a double security clearance system.

-Vehicles allowed to pass and park in the "Restricted Access" fenced-in area include Management, Employees, security, vendor deliveries, government regulatory compliance agents, public safety officials, and cash transportation only. Once inside the gated fence, personnel and vendors will only be able to enter the building through the back door, once screened and admitted. Non-employee visitors will be confined to the Break Room/Receiving area and not allowed onto the selling floor except during pre-arranged vendor special events and education sessions.

No cannabis will be smoked, ingested or otherwise consumed on the premises, inside the actual building, or anywhere on the property or immediate surroundings. Patients, employees or vendors caught doing so will have their membership revoked and not allowed to return to **APOTHEVERT**. Our security guard, with the help of security cameras, will ensure that no one is violating this rule.

The **APOTHEVERT** dispensary will not hold or maintain a license from the State Department of Alcoholic Beverage Control to sell alcoholic beverages, or operate a business that sells alcoholic beverages. No alcoholic beverages shall be allowed or consumed on the premises.

APOTHEVERT may decide to sell live starter plants, clones and seeds from qualified nurseries, but will not cultivate or clone cannabis. We will sell manufactured cannabis, including edible products, and



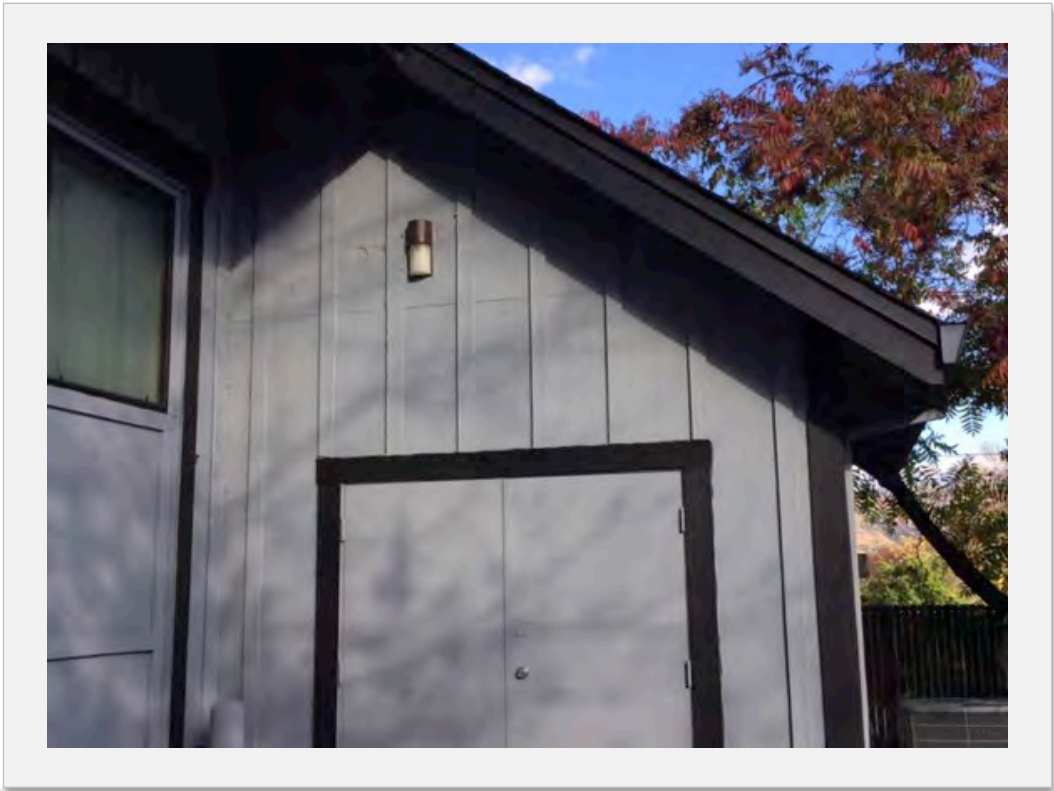
vaporizing devices once we secure a permit issued by the Department of Health Services. Not more than ten percent (10%) of our dispensary floor area, up to a maximum of fifty (50) square feet will be devoted to the sale of incidental goods for personal cultivation. We will not sell clothing, posters, or other promotional items.

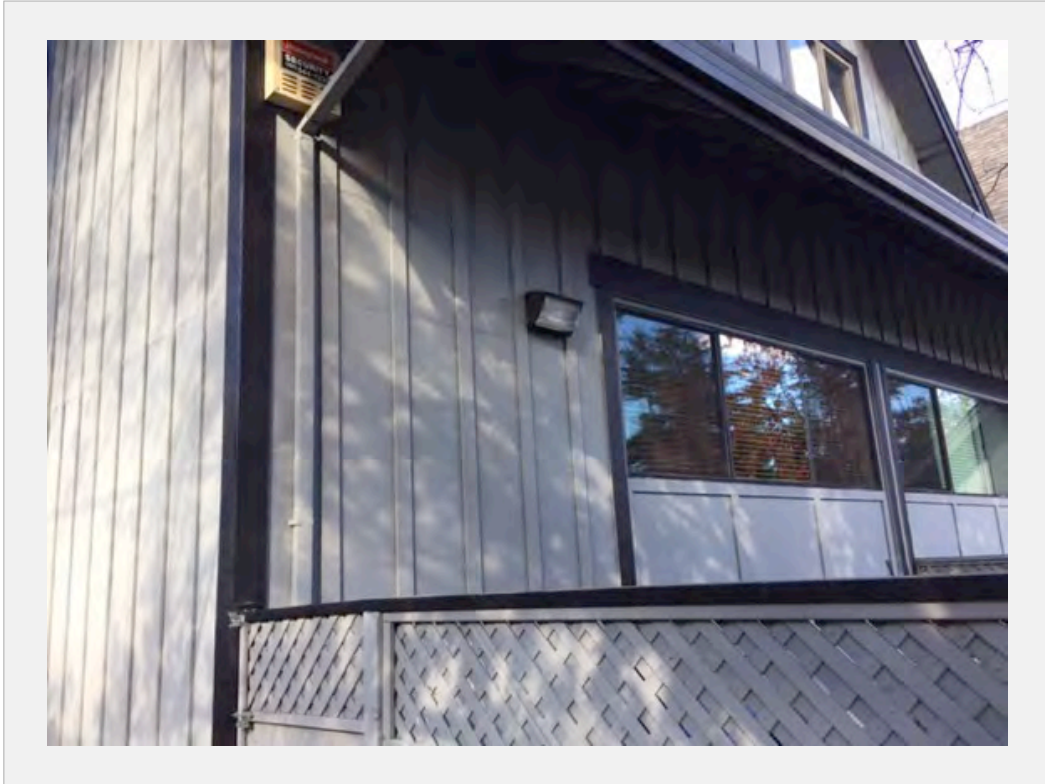
- We will adopt the current property's Fire Prevention Plan, which adheres to Sonoma County's requirement for life safety of workers, the public, first responders, and the protection of the environment. While an Operational Permit is not required for a dispensary, we intend to take this added precaution and request an inspection. We will keep and refresh the existing fire extinguishers, alarms throughout the building, and drop ladder located in the upper unit. We will maintain the landscaping in order to comply with outdoor fire prevention codes.

-We do not intend to use any hazardous materials on the premises. All edibles will be pre-packaged. We will not be manufacturing or packaging any edibles on site.

-Exterior Lighting Plan. See images of 4 current exterior lights: front door, back door, front corner nearest the street, and back corner nearest the street. We will also install upgraded exterior lighting in the back of the building within the newly fenced and gated area.

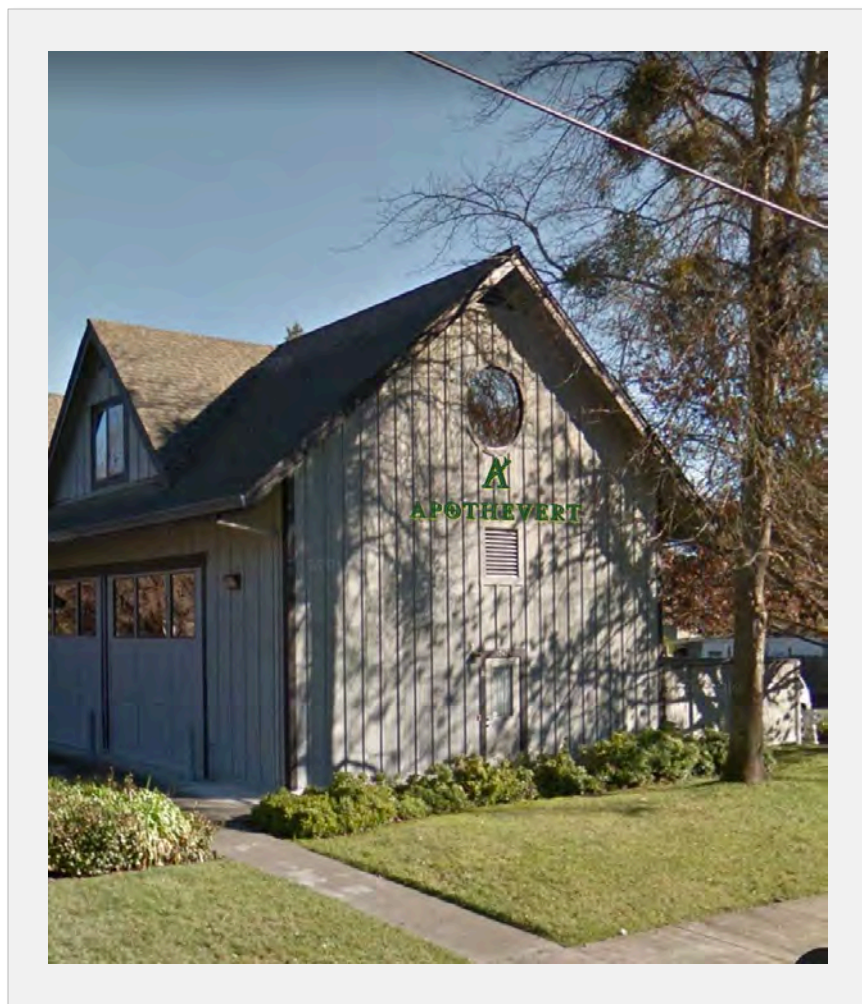




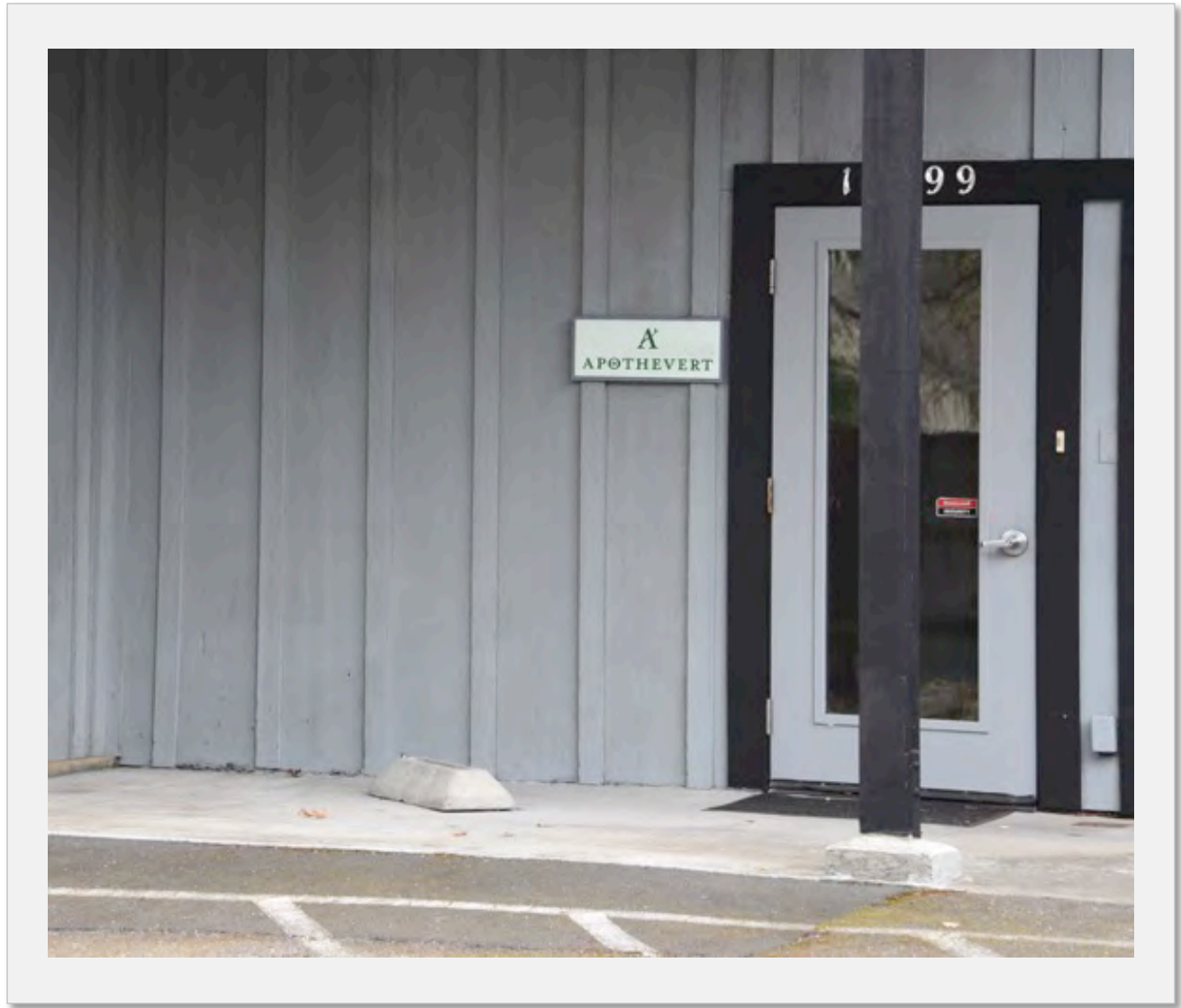


-Signage Plan with full-proposed design and photographs of proposed location. There will be no exterior signage or symbols that display or advertise the availability of cannabis, nor will there be any such signage or symbols displayed on the interior of the facility in such a way as to be visible from the exterior. Our logo was designed to represent growth both for patient's "personal journey" and growth of agriculture plants. There is no reference to cannabis.

We plan to have 3 **APOTHEVERT** signs and 1 Restricted Access sign on the exterior of the building to help patients locate their destination. First, the **APOTHEVERT** name and logo will be displayed on the west side of the building, as can be seen in the rendering on an existing photo below.



Second, we will have a small sign to the left of the front patient entrance door.



Third, we will indicate **APOTHEVERT** on the existing “FIREHOUSE CORNER” business sign located on the lawn of the northeast corner of Arnold Drive and Madrone Road. Image is of existing sign seen below.



And Fourth, we will display a “Restricted Area” sign on the back gate to ensure no unregistered entrants, loitering, or patient confusion.



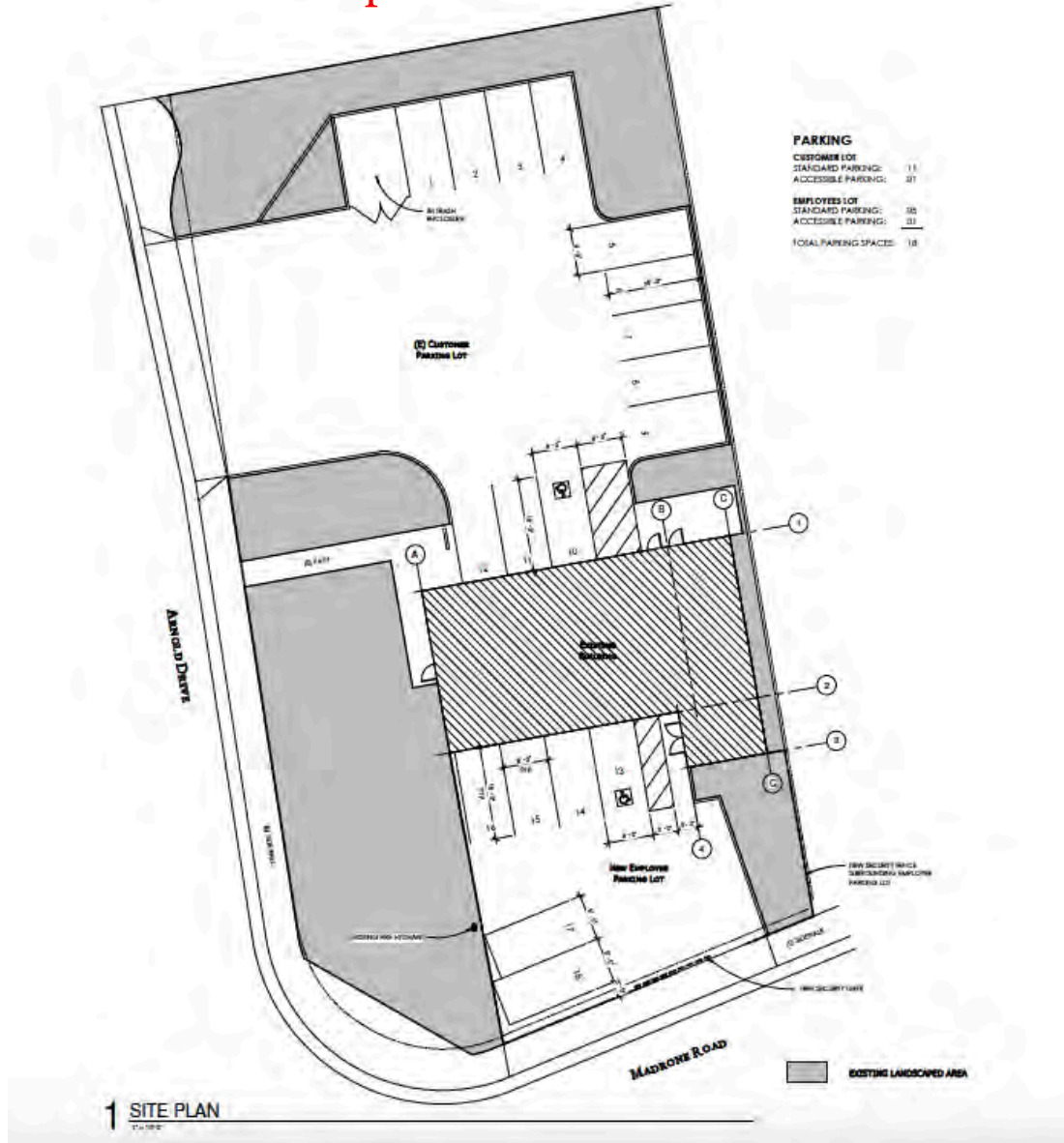
-Landscaping Plan. We will utilize the existing landscaping which includes shrubs, grass and beautiful trees, as can be seen in the current (summertime) photos of the property below.



-Parking. We will utilize the existing parking lot allowing for 12 patient vehicles, including one van-accessible handicap space. This adheres to Section 26-86-010, the County's requirement for a minimum of 2 spaces plus an additional 1 space for every 200 square feet of gross dispensary floor area. [2 + (1891/200) = 11.4]

Further, we will have bicycle parking in the front for patients and inside the back fenced area for employees. For employee and vendor parking, we have visually reconfigured the south side of the property on Madrone Road to create 6 parking spots. Employee parking will be inside the fenced area, and can be entered and exited through the electronically operated security gate. After parking, employees and registered vendors will enter the building through the back door only, using a digital security badge for verification. Please see actual Site Plan for further detail.

Please see revised site plan Sheet A1.01



-Stormwater Management Plan. Currently there is no specific Stormwater Management Plan for the property and we don't plan to make exterior renovations unless required by the County. There are gutters and streamlined drainage of rain and lawn irrigation water around the building.

Security Plan

We will adhere to strict mandatory Standard Operating Procedures for Security. We've had experts guide us in the design and sourcing of these systems and procedures. Our priorities include:

Protecting patients from unauthorized entrants and minors. All doors will be locked with security systems at all times. The front entrance will be open during business hours 10:00am to 7:00pm Monday through Saturday. A patient will enter the front door, which leads into the Reception area. A full-time receptionist will be equipped with our Cannabis Verify system that can validate the patient's identity. The dispensary shall require, at a minimum, a doctor's written recommendation in compliance with state law, as well as a photo identification for any person entering the site. In strict accordance with California Health and Safety Code Section 11362.5 et seq. no person under the age of eighteen (18) shall be allowed on the dispensary site.

Protecting our community. We have conditionally recruited full-time and part-time trained security employees for both inside and outside the building during hours of operation.

Protecting against theft. We're investing in the latest security technology for 24/7 coverage including security cameras with monitors, alarms both inside and surrounding the property, and anti-theft procedures designed to deter both employees and patients.

-Odor Control Plan. There will be limited product exposure in the dispensary. However, to ensure no odor escapes the building, we will be installing Can Fan carbon filters in the existing ventilation system throughout the building.

-Hours of Operation comply with Sonoma County's Dispensary Ordinance No. 6189. We will be open from 10:00am to 7:00 pm, Monday through Saturday. The dispensary will be closed on Christmas and Thanksgiving.

-Water Supply Details. Water is currently supplied by Valley of the Moon Water District. We will continue to use this water supply and have a Will Serve letter from them, in the Appendix.

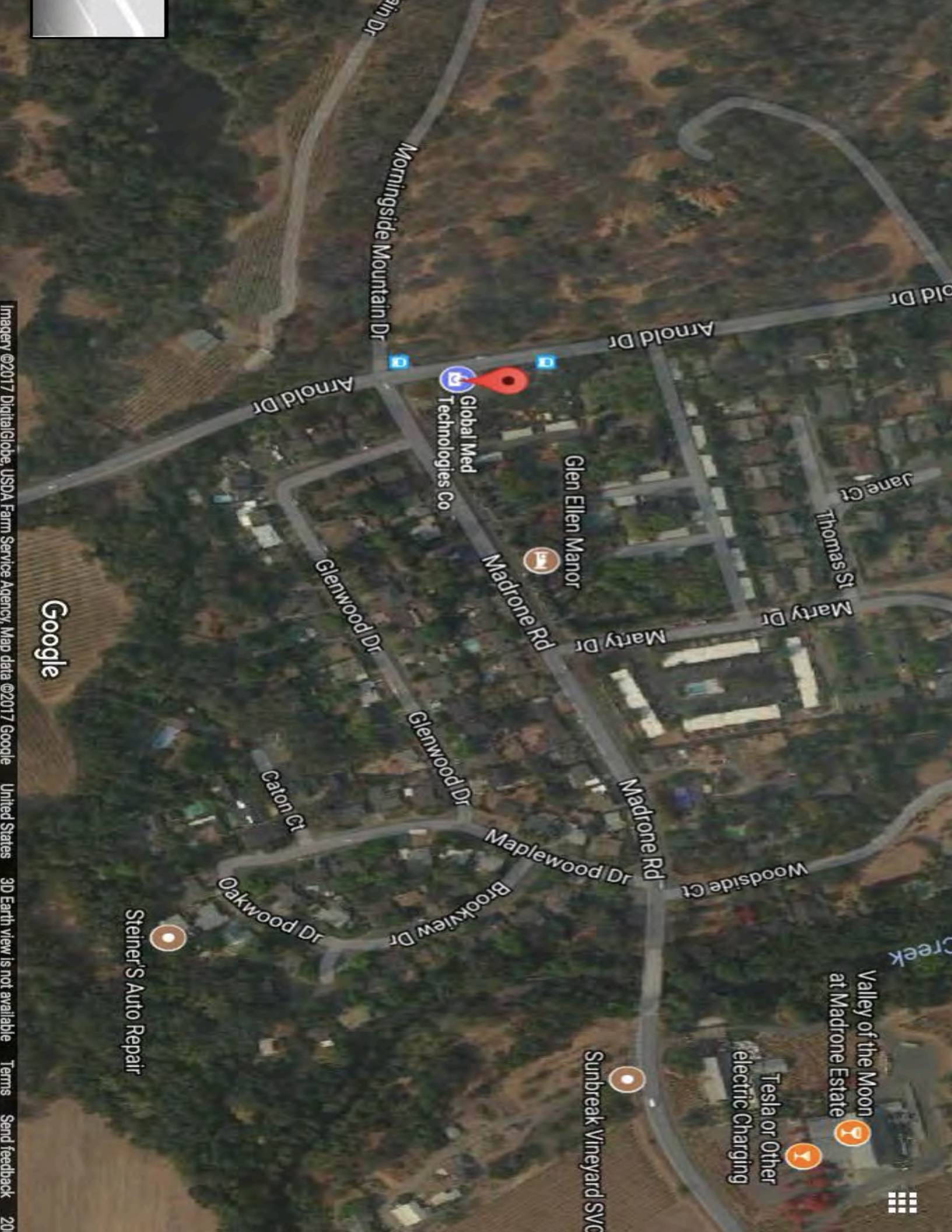
-Wastewater Management. We will continue to use Sonoma Valley County Sanitation District's sewer system.

-Product Disposal Plan. **APOTHEVERT** management will be safely transporting and dropping off any expired edibles or product waste to Central Disposal Site, the Household Toxics Facility located at 500 Mecham Road, Petaluma, CA 94952.

We will be applying for a business account upon acceptance of our Use Permit.

6. Location Vicinity Map showing the project location in relation to nearby lots, streets, highways, and/or major natural features.





Global Med Technologies Co

Glen Ellen Manor

Steiner's Auto Repair

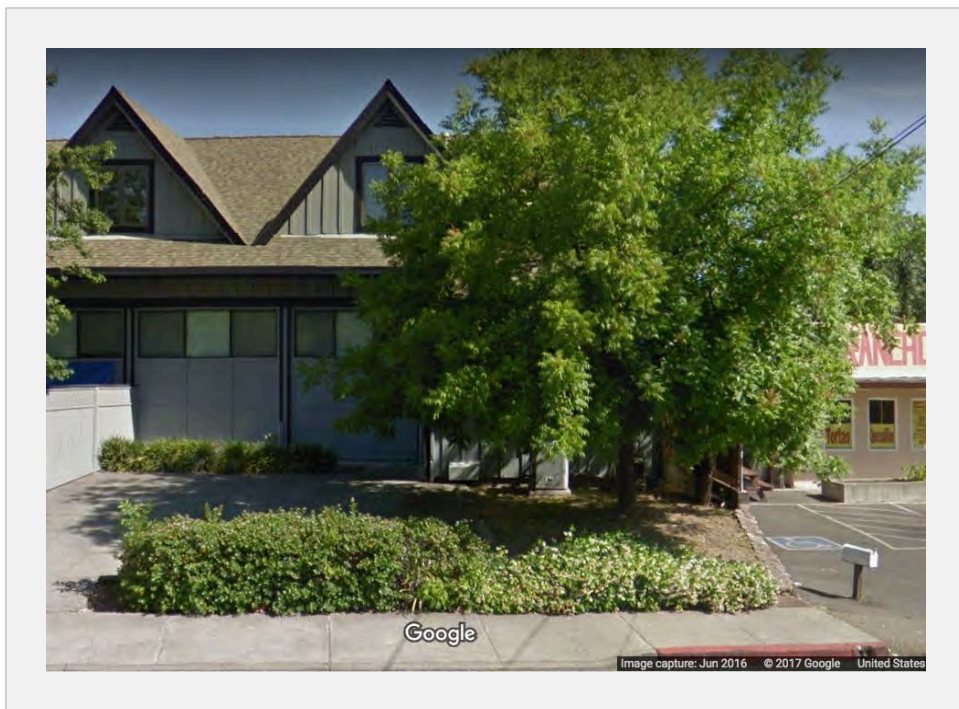
Sunbreak Vineyard SVC

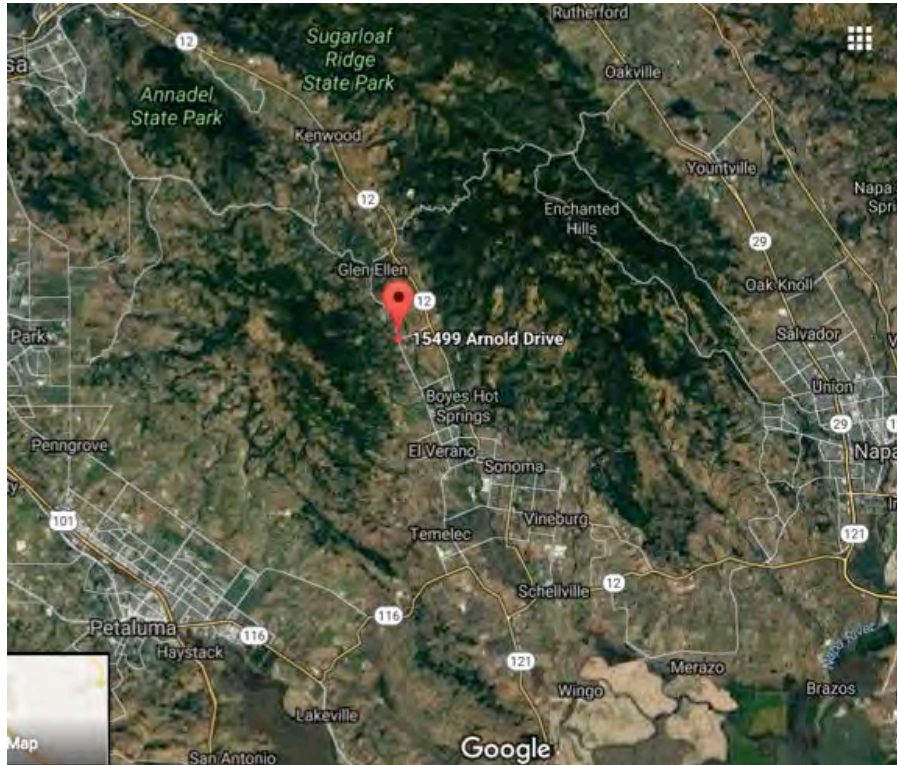
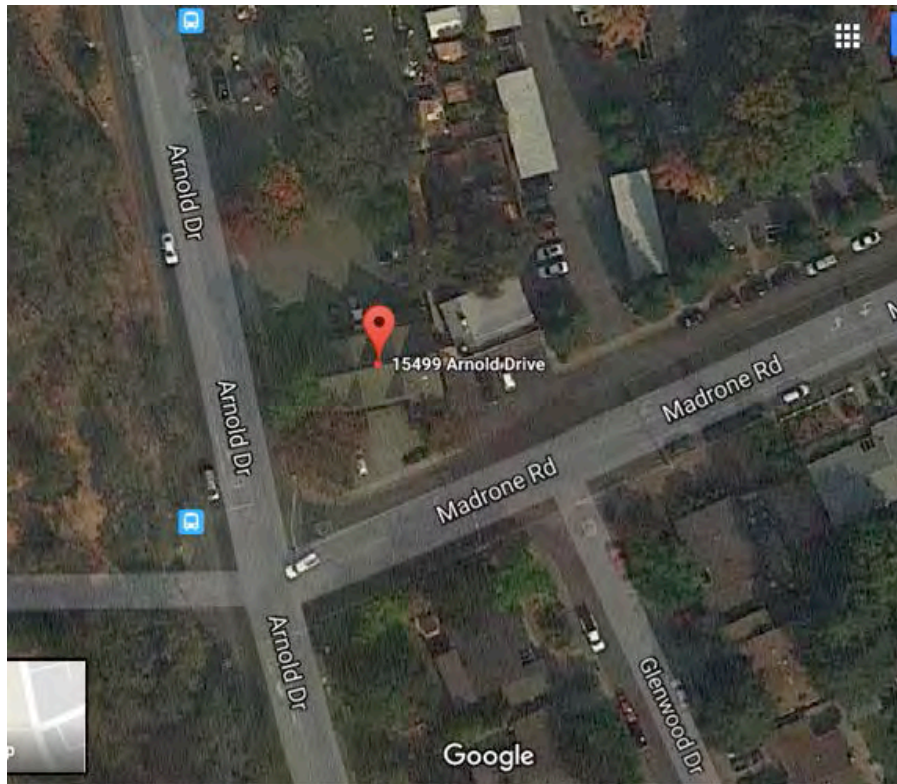
Tesla or Other electric Charging

Valley of the Moon at Madrone Estate

Google

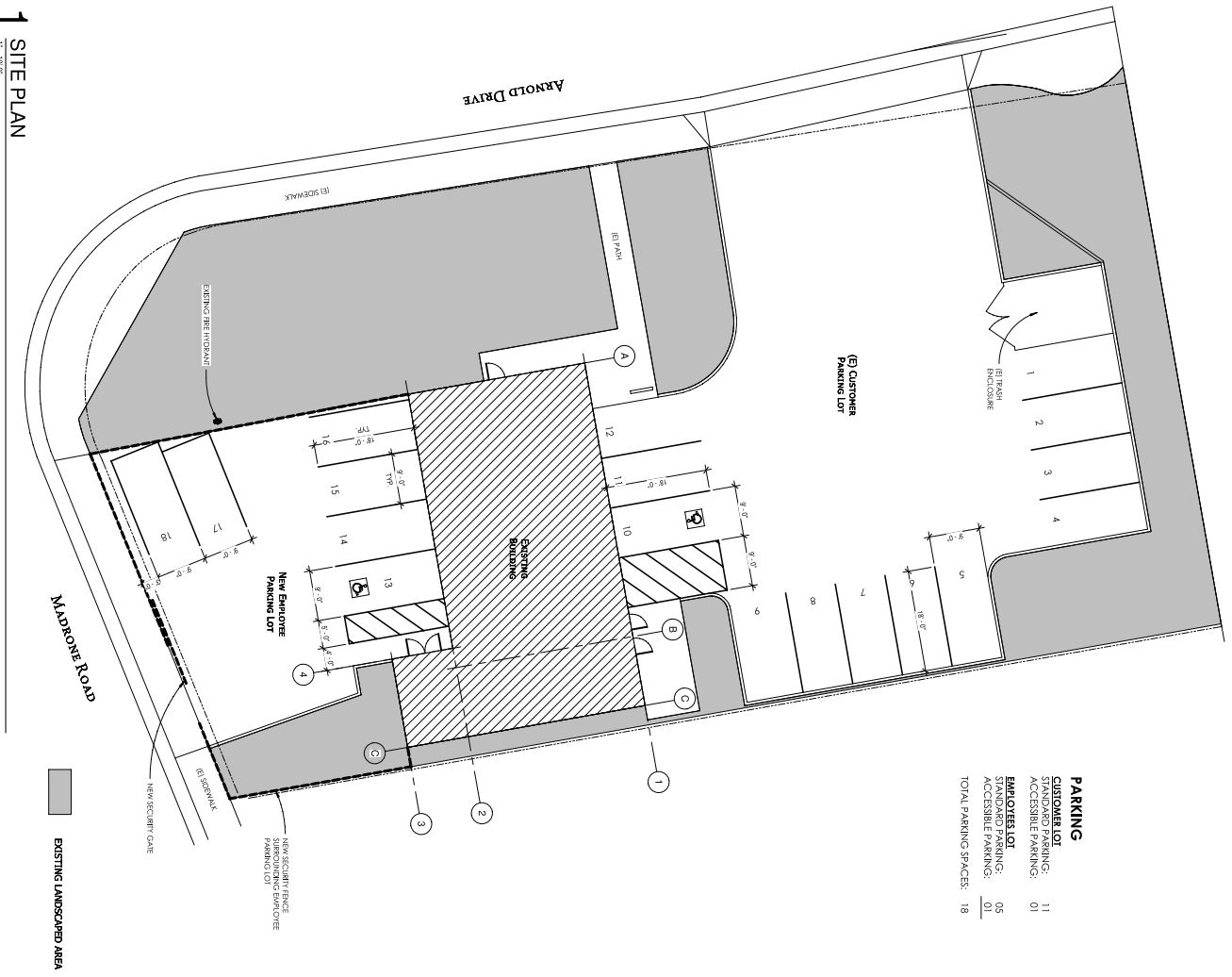
7. Photographs, including aerials, of the proposed site.





8. Site Plan - See attachment in Appendix for 24" x 36" plan.

1 SITE PLAN
17-102



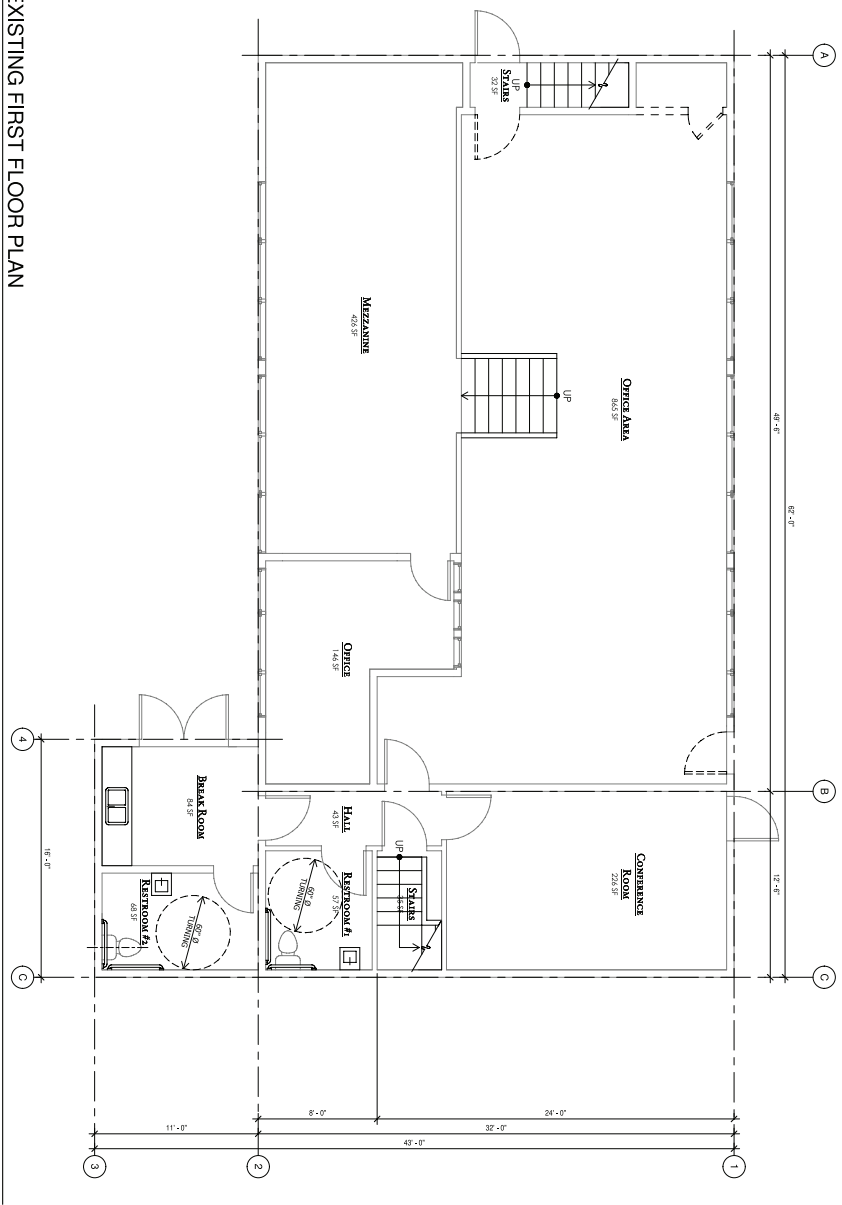
PARKING

CUSTOMER LOT	
STANDARD PARKING:	11
ACCESSIBLE PARKING:	01
EMPLOYEE LOT	
STANDARD PARKING:	05
ACCESSIBLE PARKING:	01
TOTAL PARKING SPACES:	18

Please see revised site plan Sheet A1.01

<p>SHEET LOG</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>DATE</th> <th>REVISION</th> </tr> </thead> <tbody> <tr> <td>11/27/17</td> <td>SUBMITTAL</td> </tr> </tbody> </table>	DATE	REVISION	11/27/17	SUBMITTAL	<p>APOTHEVERT NEW RETAIL SPACE 15499 ARNOLD DRIVE</p>	<p>GLEN ELLEN CALIFORNIA</p>	<p>545 HUMBOLDT STREET SANTA ROSA, CA 95404 VOICE: 707.953.4386 E-MAIL: DAVE@STUDIOSIDEFX.COM WWW.STUDIOSIDEFX.COM</p>
DATE	REVISION						
11/27/17	SUBMITTAL						
<p>OVERSIGHT STUDIO SIDEFX ARCHITECTURE & INTERIOR DESIGN 15499 ARNOLD DRIVE, SUITE 100 GLEN ELLEN, CA 95929 TEL: 707.953.4386 WWW.STUDIOSIDEFX.COM</p>							
<p>17-102 A1.01 SITE PLAN</p>							

EXISTING FIRST FLOOR PLAN
1/4" = 1'-0"



A2.01
EXISTING 1ST FLOOR FLOOR

DATE: 1/17/18
DRAWN BY: SHERI EDWARDS
JOB # 17024

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SHEET LOG

DATE	REVISION	BY

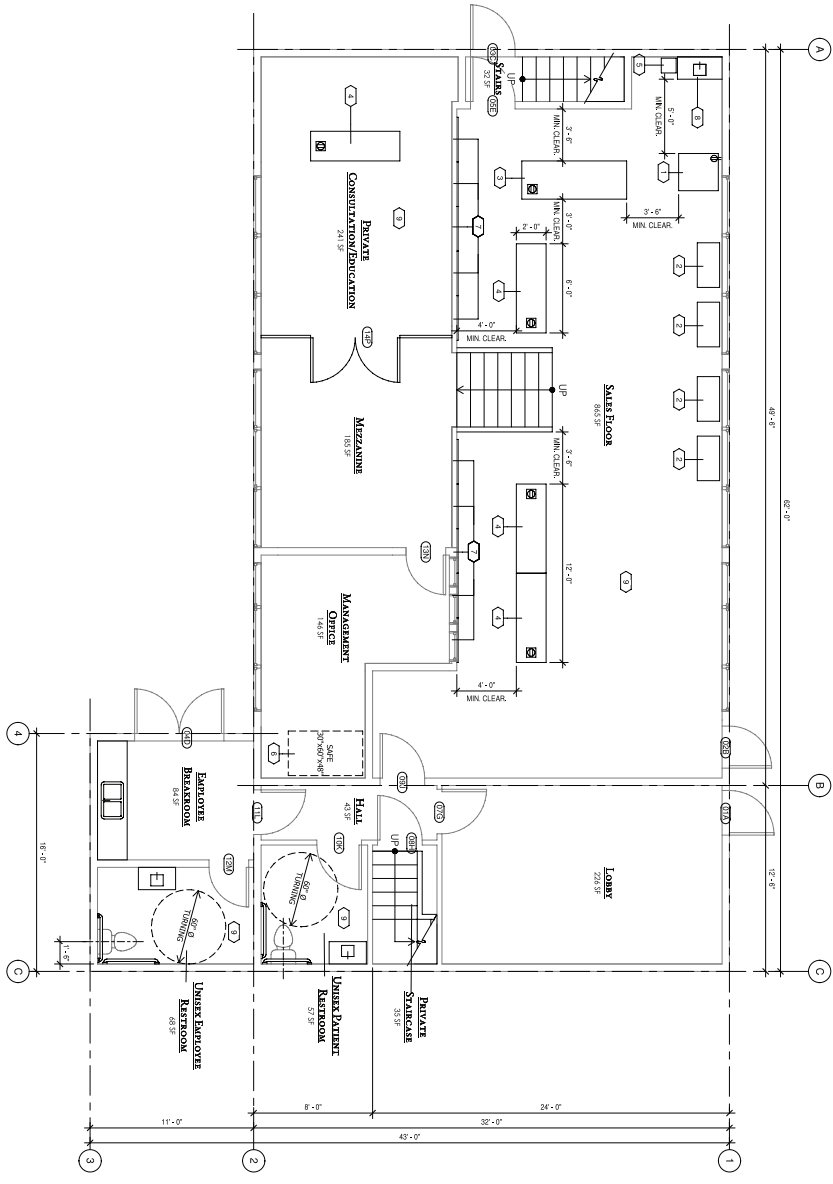
GLEN ELLEN CALIFORNIA

APOTHEVERT
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15499 ARNOLD DRIVE

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SANTA ROSA, CA 95404
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E-MAIL: DAVE@STUDIOSIDEFX.COM
WWW.STUDIOSIDEFX.COM



1 NEW FIRST FLOOR PLAN
1/8" = 1'-0"



NO.	DESCRIPTION	SIZE	THICKNESS	FINISH	COMMENTS
1	GLASS	2'-0" x 6'-0"	1/2"	WOOD	FRONT ENTRANCE
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STUDIO SideFX

545 HUMBOLDT STREET
SANTA ROSA, CA 95404
VOICE: 707.953.4386
E-MAIL: DAVE@STUDIOSIDEFX.COM
WWW.STUDIOSIDEFX.COM

APOTHEVERT
NEW RETAIL SPACE
15499 ARNOLD DRIVE

GLEN ELLEN CALIFORNIA

SHEET LOG

NO.	DATE	BY	DESCRIPTION
1	11/27/17	SK/DF/PA	ISSUED FOR PERMIT

A2.02

1ST FLOOR PLAN

OVERSEAS STUDIO SLIPX
15499 ARNOLD DRIVE, SUITE 100, SANTA ROSA, CA 95404
TEL: 707.953.4386 FAX: 707.953.4387
WWW.STUDIOSIDEFX.COM

9. Filing Fee. We've calculated a total of \$5,715 fee but would like to review the fees with a PRMD planner for accuracy.

Medical Cannabis Fee Description	Fee	Our Fees
Hourly Rate x 2	\$182	\$364
Dispensary - Prepackaged Edibles/Limited-Potentially Hazardous Edible Products - No Preparation	\$3,058	
Dispensary - Prepackaged Edibles/Non-Potentially Hazardous Edible Products - No Preparation	\$2,621	\$2,621
Product Manufacturing - Non-Potentially Hazardous Edible Products - Full Preparation	\$3,640	
Dispensary - Site Review (+ hourly rate after 2 hours)	\$546	\$546
Product Manufacturing - Site Review (+ hourly rate after 3 hours)	\$728	
Dispensary - Plan Review/Construction Inspection (+ hourly rate after 6 hours)	\$1,456	\$1,456
Product Manufacturing - Plan Review/Construction Inspection (+ hourly rate after 8 hours)	\$1,820	
Product Label Review/Consultation (+ hourly rate after 1 hour)	\$182	
Consultation Services - (+ hourly rate after 1 hour)	\$182	\$182
Violation Reinspection (+ hourly rate after 1 hour)	\$364	
Office Hearing (+ hourly rate after 1 hour)	\$546	\$546
Estimated total, submitted with Application		\$5,715



IV. APPENDIX – attachments

APOTHEVERT RETAIL SPACE

SHEET INDEX:

SHEET NUMBER	SHEET NAME	SET RELEASE 01	SET RELEASE 02	SET RELEASE 03
A0.00	COVER SHEET	■		
A1.01	SITE PLAN	■		
A2.01	EXISTING 1ST FLOOR FLOOR	■		
A2.02	1ST FLOOR PLAN	■		
A2.03	1ST FLOOR LIGHTING	■		

PROJECT TEAM:

OWNER/CLIENT:

APOTHEVERT
911 LAKEVILLE STREET, #357
PETALUMA, CA 94954
TEL: 415.999.8446

DESIGNER:

DAVE COOKMAN
STUDIO SIDEFX
545 HUMBOLDT STREET
SANTA ROSA, CA 95404
TEL: 707.953.4386
DAVE@STUDIOSIDEFX.COM

CONTRACTOR:

AARON HENDRY
2401 DONNA MARIA WAY
SANTA ROSA, CA 95401
TEL: 707.235.1465
HENDRYAARON31@YAHOO.COM

ELECTRICIAN:

SOLARDAY ELECTRIC
JOHN WHISMAN
LICENSE NO. 989466
321 SOUTH MAIN STREET
SEBASTOPOL, CA 95472
707.694.2380
JWHISMAN@SOLARDAYELECTRIC.COM

PROJECT INFORMATION:

JOB ADDRESS:

15499 ARNOLD DRIVE
GLEN ELLEN, CA 95442

LEGAL DESCRIPTION:

TOTAL CONDITIONED SQUARE FOOTAGE OF BUILDING: 3,847 SQ. FT.
TOTAL CONDITIONED SQUARE FOOTAGE OF RETAIL SPACE: 1,891 SQ. FT.
CONDITIONED SPACE ENVELOPE INCREASE: 0%
TOTAL GROSS SQUARE FOOTAGE INCREASE: 0%
GROSS ENVELOPE INCREASE: 0%
ACRES OF LOT: .33
OCCUPANCY GROUP: LC (LIMITED COMMERCIAL)
ZONING: LC, SR, VOH (LIMITED COMMERCIAL, SCENIC RESOURCE, VALLEY OAK HABITAT)
PARCEL: 054-130-024

APPLICABLE CODES:

2016 CALIFORNIA RESIDENTIAL CODE (CRC)
2016 CALIFORNIA BUILDING CODE (CBC)
2016 CALIFORNIA MECHANICAL CODE (CMC)
2016 CALIFORNIA ELECTRICAL CODE (CEC)
2016 CALIFORNIA PLUMBING CODE (CPC)
2016 CALIFORNIA ENERGY CODE (EFFECTIVE JULY 1, 2014)
2009 CALIFORNIA ENERGY CODE SUPPLEMENT (EFFECTIVE JANUARY 1 - JUNE 31, 2014)
2016 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN)

SCOPE OF WORK:

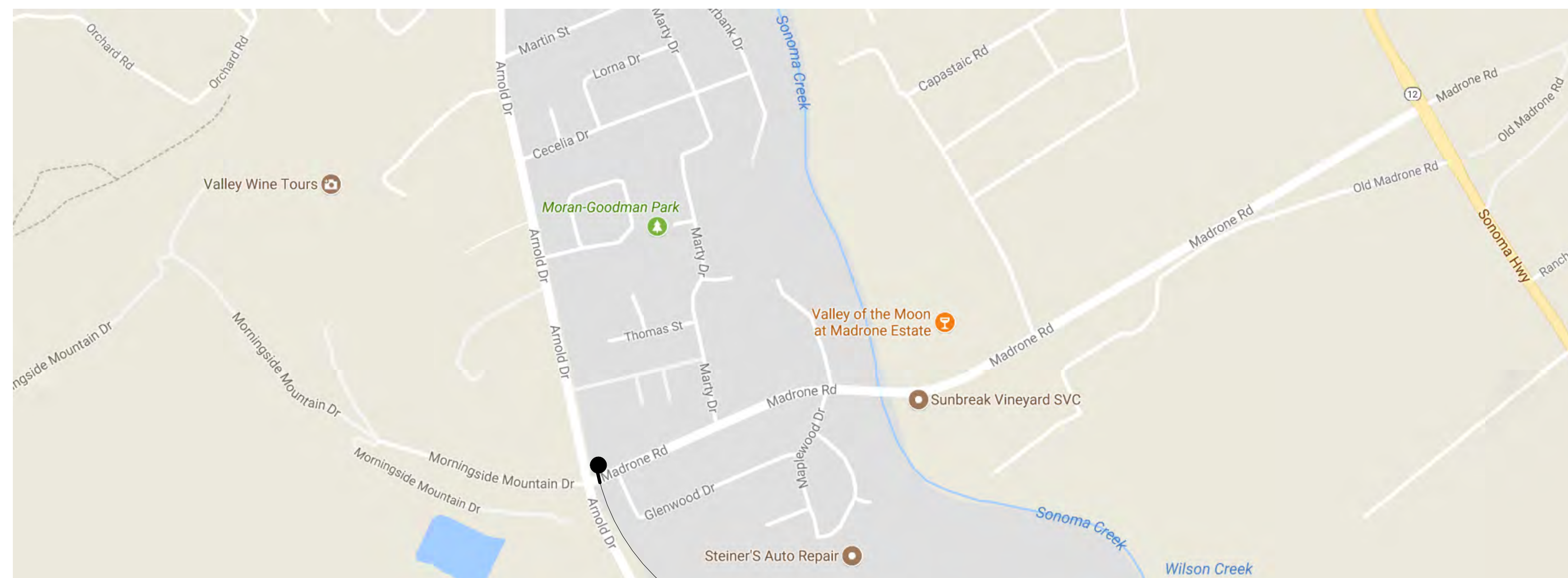
CONVERT EXISTING OFFICE SPACE INTO DISPENSARY RETAIL SPACE. ADD SECURITY FENCE AND GATE FOR EMPLOYEES AND DELIVERIES. CHANGE THE DESIGNATION FOR SELECT EXISTING DOORS INTO FIRE EXIT ONLY. UPDATE LIGHTING TO BE SHATTERPROOF LED LIGHTING. ADD SINK NEAR RETAIL AREA.

SYMBOLS LEGEND:

SYMBOLS LEGEND

GRID		LETTERS HORIZONTAL NUMBERS VERTICAL
DOOR TAG		DOOR NUMBER
KEYNOTE		KEYNOTE NUMBER
WINDOW TAG		WINDOW TYPE
REVISION TAG		REVISION NUMBER
NORTH ARROWS		NORTH DIRECTION PROJECT NORTH
ELEVATION TAG		ELEVATION NUMBER SHEET NUMBER
BUILDING SECTION TAG		SECTION NUMBER SHEET NUMBER
WALL SECTION TAG		SECTION NUMBER SHEET NUMBER
DETAIL TAG		DETAIL NUMBER SHEET NUMBER
FLOOR, ROOF AND WALL TAG		ASSEMBLY TYPE MODIFIER CORE WIDTH FIRE RATING
CEILING TAG		CEILING HEIGHT
ROOM TAG		ROOM NUMBER ROOM AREA
TITLE LINE		VIEW NAME DRAWING SCALE DRAWING NUMBER

VICINITY MAP:



PROJECT LOCATION



SHEET LOG

DATE	ISSUED FOR:
11.27.17	SUBMITTAL

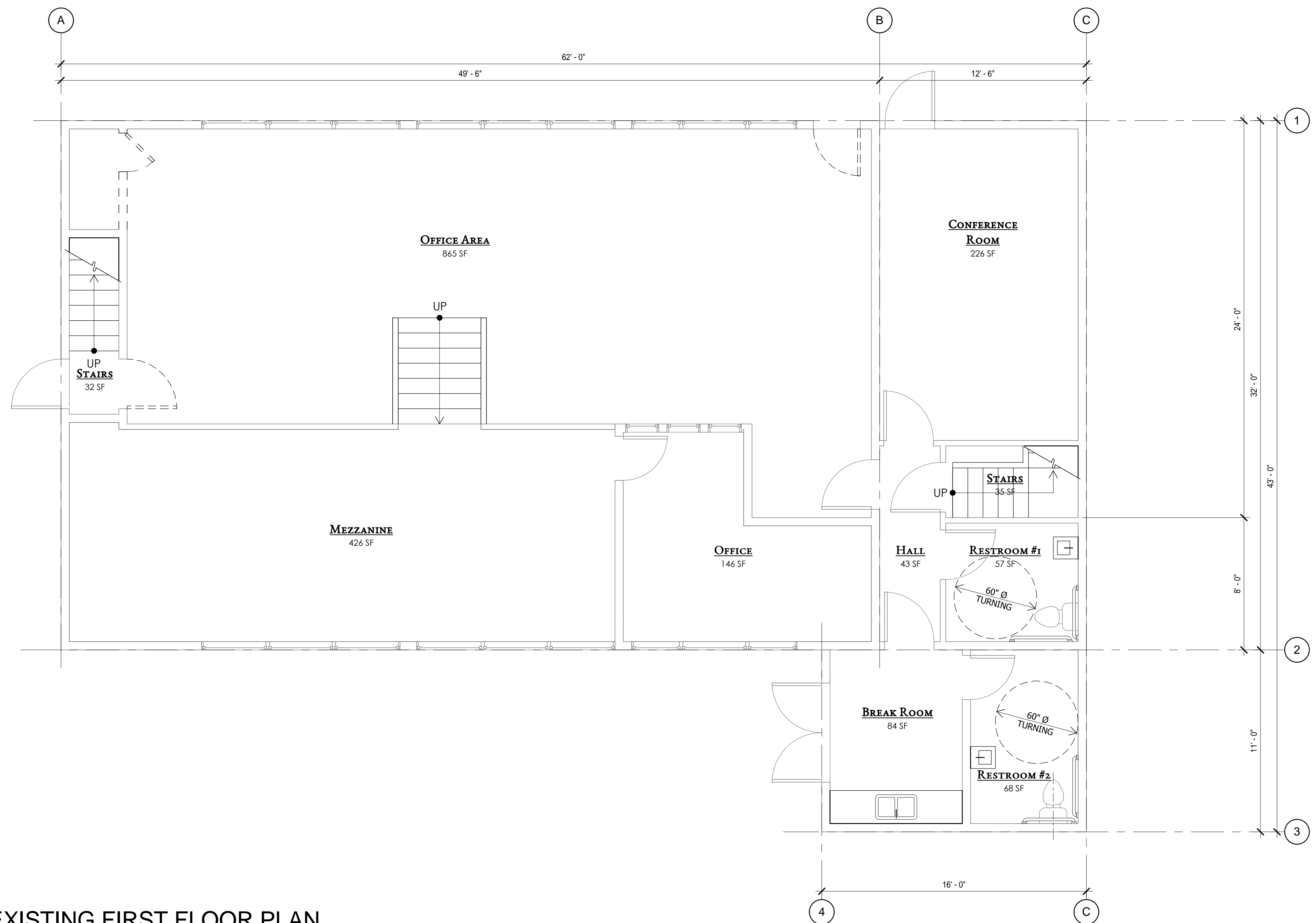
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CREATED UNDER THIS AGREEMENT MAY NOT BE
REPRODUCED OR USED WITHOUT THE EXPRESSED
WRITTEN PERMISSION OF STUDIO SIDEFX.

JOB # 17024
DRAWN BY: AUTHOR

SHEET

A0.00

COVER SHEET



1 EXISTING FIRST FLOOR PLAN
1/4" = 1'-0"

SHEET LOG

DATE	ISSUED FOR:
11.27.17	SUBMITTAL

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JOB # 17024
DRAWN BY: DAVE COOKMAN

SHEET

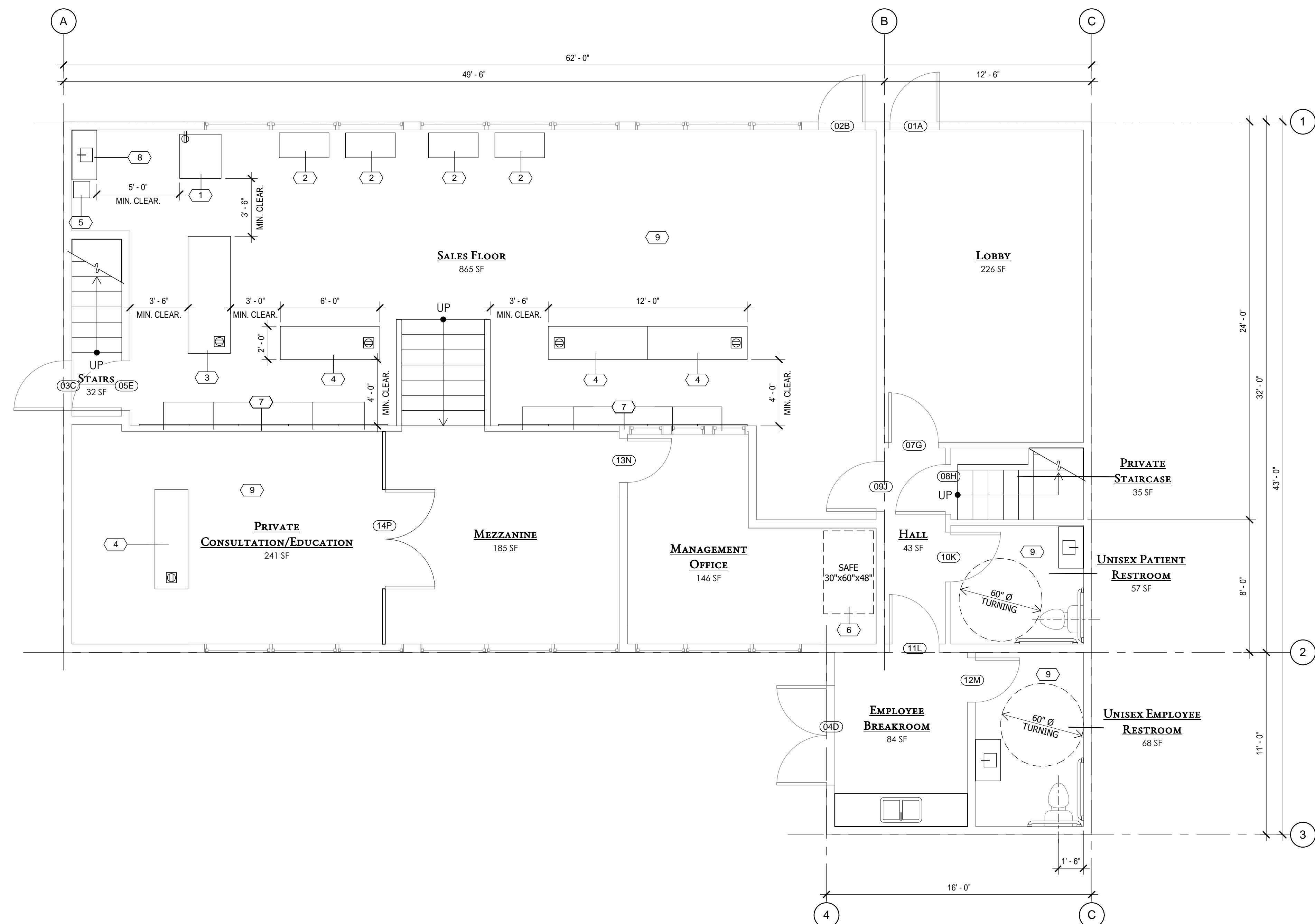
A2.01

EXISTING 1ST
FLOOR FLOOR

KEYNOTE LEGEND	
KEY #	KEYNOTE TEXT
1	REFRIGERATOR (30"x32"x82")
2	LOCKED DISPLAY CABINETS (36"x18"x84")
3	CHILLED EDIBLES DISPLAY (85 7/16"x38 11/16"x45 1/4")
4	CASHIER'S COUNTER (72"x24"x36")
5	LOCKED STORAGE BOX FOR EXPIRED EDIBLES/HAZARDOUS MATERIALS
6	36"Wx60"Dx48"H SAFE
7	LOCKED CABINETS WITH ROLLOUT INVENTORY CARTS UNDERNEATH MEZZANINE
8	ADD HANDWASH SINK WITH HOT/COLD VALVES AND DEDICATED TANKLESS WATER HEATER (EQUIP WITH MOUNTED SOAP AND TOWEL DISPENSERS)
9	PROVIDE SMOOTH AND EASILY CLEANED CERAMIC TILE FLOORING IN AREAS WHERE PRODUCTS ARE STORED AND IN RESTROOMS

DOOR SCHEDULE							
NO.	DOOR SIZE			MATL.	CARD READER	EXIT DEVICE	COMMENTS
	WIDTH	HEIGHT	THICKNESS				

LEVEL 1							
01A	3' - 0"	6' - 8"	2"	GLASS	X	X	PUBLIC ENTRANCE
02B	2' - 10"	6' - 8"	2"	GLASS		X	FIRE EXIT (REVERSE EXISTING SWING)
03C	3' - 0"	6' - 8"	2"	WOOD		X	FIRE EXIT
04D	6' - 0"	6' - 8"	2"	WOOD	X	X	EMPLOYEE/DELIVERY ENTRANCE
05E	3' - 0"	6' - 8"	2"	WOOD			FIRE EXIT (REVERSE EXISTING SWING)
06F	2' - 4"	6' - 8"	2"	WOOD			STORAGE
07G	3' - 0"	6' - 8"	2"	WOOD	X		LOBBY
08H	3' - 0"	6' - 8"	2"	WOOD	X	X	PRIVATE/LOCKED
09J	3' - 0"	6' - 8"	2"	WOOD			SALES ENTRANCE
10K	3' - 0"	6' - 8"	2"	WOOD			RESTROOM
11L	3' - 0"	6' - 8"	2"	WOOD	X		BREAKROOM
12M	2' - 8"	6' - 8"	2"	WOOD			RESTROOM
MEZZANINE							
13N	2' - 8"	6' - 8"	2"	WOOD	X		MANAGEMENT OFFICE
14P	6' - 0"	6' - 8"	2"	GLASS			CONSULTATION



1 NEW FIRST FLOOR PLAN
1/4" = 1'-0"

SHEET LOG

DATE	ISSUED FOR:
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Job # 17024
DRAWN BY: DAVE COOKMAN

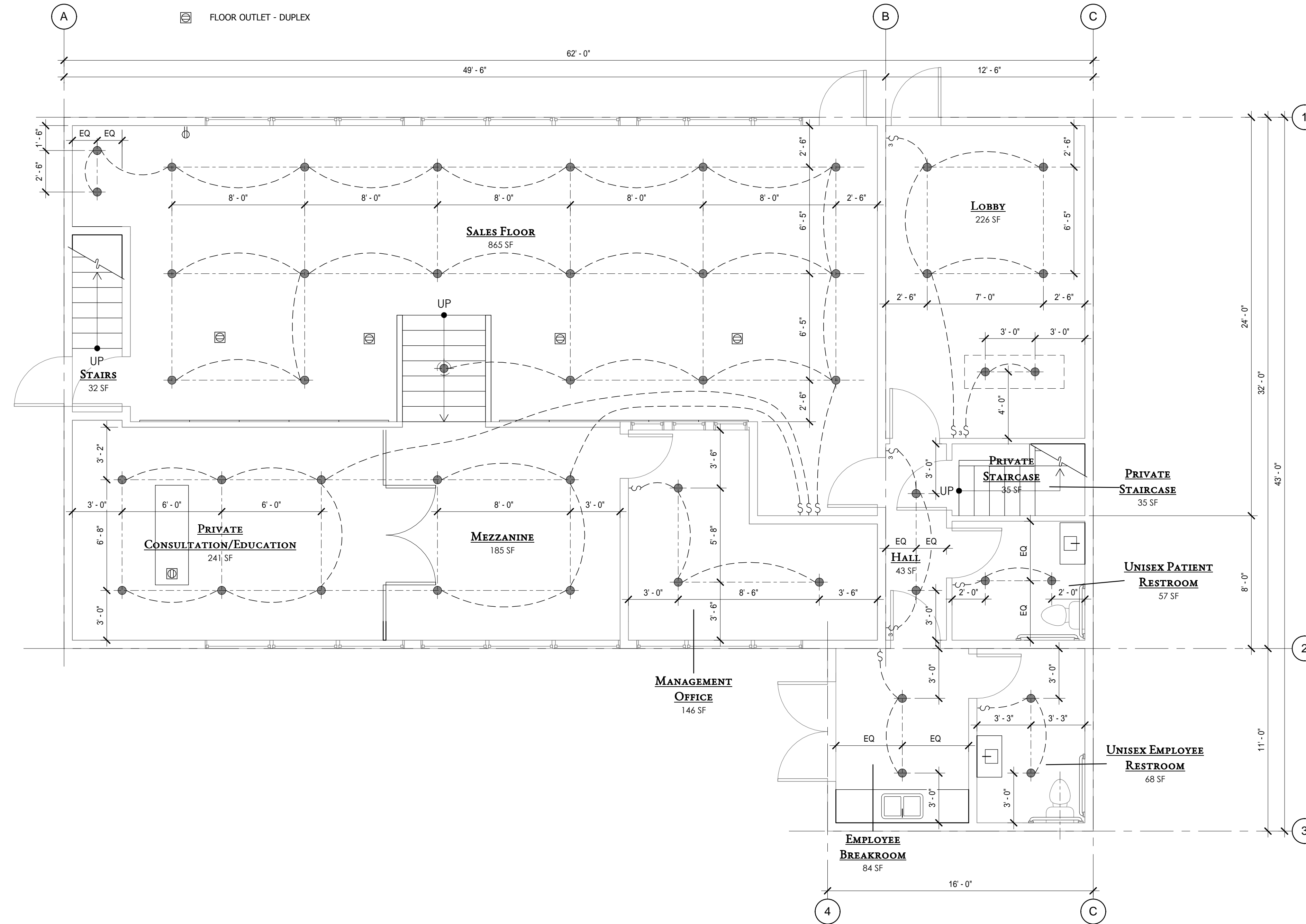
SHEET

A2.02

1ST FLOOR PLAN

LIGHTING LEGEND

- LED LIGHTING (SHATTERPROOF SHIELDS MUST BE PROVIDED WHERE CANNABIS PRODUCTS ARE STORED AND PROVIDE A MINIMUM LIGHTING INTENSITY OF 50 FOOT CANDLES AT EMPLOYEE AREAS)
- ⦿ CHANDELIER BY OWNER CENTERED OVER MEZZANINE STAIR (SHATTERPROOF SHIELDS MUST BE PROVIDED WHERE CANNABIS PRODUCTS ARE STORED AND PROVIDE A MINIMUM LIGHTING INTENSITY OF 50 FOOT CANDLES AT EMPLOYEE AREAS)
- ⊞ SWITCH - SINGLE
- ⊞ SWITCH - THREE WAY
- ⊞ WALL OUTLET - DUPLEX
- ⊞ FLOOR OUTLET - DUPLEX



1 NEW FIRST FLOOR LIGHTING PLAN
1/4" = 1'-0"

SHEET LOG

DATE	ISSUED FOR:
11.27.17	SUBMITTAL

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Job # 17024
DRAWN BY: DAVE COOKMAN

SHEET

A2.03

1ST FLOOR LIGHTING

B. Option to Buy Agreement



CALIFORNIA ASSOCIATION OF REALTORS

OPTION (TO BUY) AGREEMENT

(Must be used with a Purchase Agreement. May also be used with a Lease.) (C.A.R. Form OA, Revised 12/16)

Date February 3, 2017, at Goodharoid LLC (Optionor), grants to (Optionee),

on the following terms and conditions, an option ("Option") to purchase the real property and improvements situated in City of Glen Ellen, County of Sonoma, California, described as 15499 Arnold Drive ("Property")

on the terms and conditions specified in the attached: [] Real Estate Purchase Agreement [X] Other Commercial Property Purchase Agreement dated February 3, 2017 ("Purchase Agreement"), which is incorporated by reference as a part of this Option.

1. SEPARATE CONSIDERATION FOR OPTION:

A. Six Thousand Dollars (\$ 6,000.00), payable upon acceptance of this Option, or, if checked, [] by [] cash, [] cashier's check, [X] personal check, or [X] wire transfer [] made payable to []

OR B. [] (if checked) Mutual execution of the attached Lease specified in paragraph 2A.

OR C. [] (if checked) Both 1A and 1B.

2. [] LEASE (if checked):

A. The attached Lease Agreement, dated [] between Optionee as Tenant and Optionor, as Landlord, ("Lease") is incorporated by reference as part of this Option.

B. If the Option is exercised, the Lease shall terminate on the earliest of (i) the date scheduled for Close Of Escrow under the Purchase Agreement, or as extended in writing, (ii) the Close Of Escrow of the Purchase Agreement, or (iii) mutual cancellation of the Purchase Agreement.

C. If the Option is not exercised, the Lease shall remain in full force and effect.

3. OPTION PERIOD: The Option shall begin on (date) See Addendum #1, and shall end at 11:59 p.m. (or at []), on (date) []

4. MANNER OF EXERCISE: Optionee may exercise the Option only by delivering a written unconditional notice of exercise, signed by Optionee, to Optionor, or to Bert Williams, who is authorized to receive it. A copy of the unconditional notice of exercise shall be delivered to the Brokers identified in this Agreement.

5. NON-EXERCISE: If the Option is not exercised in the manner specified, within the option period or any written extension thereof, or if it is terminated under any provision of this Option, then:

A. The Option and all rights of Optionee to purchase the Property shall immediately terminate without notice; and

B. All Option Consideration paid, rent paid, services rendered to Optionor, and improvements made to the Property, if any, by Optionee, shall be retained by Optionor in consideration of the granting of the Option; and

C. Optionee shall execute, acknowledge, and deliver to Optionor, within 5 (or []) calendar Days of Optionor's request, a release, quitclaim deed, or any other document reasonably required by Optionor or a title insurance company to verify the termination of the Option.

6. EFFECT OF DEFAULT ON OPTION:

A. Optionee shall have no right to exercise this Option if Optionee has not performed any obligation imposed by, or is in default of, any obligation of this Option, any addenda, or any document incorporated by reference.

B. In addition, if a lease is incorporated by reference in paragraph 2A, Optionee shall have no right to exercise this Option if Optionor, as Landlord, has given to Optionee, as Tenant, two or more notices to cure any default or non-performance under that lease.

7. OPTIONOR DISCLOSURE:

A. Unless exempt, if the Property contains one-to-four residential dwelling units,

(1) Optionor shall within 7 (or []) Days After entering into this Option provide to Optionee (i) a Real Estate Transfer Disclosure Statement, a Natural Hazard Disclosure Statement, a Notice of Private Transfer Fee and other disclosures required by Civil Code §§1102 and 1103 et seq., (ii) [] a preliminary title report, and (iii) []

OR (2) [] Optionee has already been provided all of the information specified in 7A(1) Except: []

Optionee and Optionor acknowledge receipt of copy of this page. Optionee's Initials [] Optionor's Initials []



Property Address: 15499 Arnold Drive, Glen Ellen, CA

Date: February 3, 2017

- B. If any disclosure or notice specified in 7A (i) is delivered to Optionee after the Option is Signed, Optionee shall have the right to cancel this Option within 3 Days After delivery in person or 5 Days After delivery by deposit in the mail by giving written notice of cancellation to Optionor or Optionor's agent.
- 8. PURCHASE AGREEMENT:**
- A. All of the time limits contained in the attached Purchase Agreement, which begin on the date of Acceptance of the Purchase Agreement, shall instead begin to run on the date the Option is exercised.
- B. If this Option is exercised and Optionee cancels pursuant to any contingency in the attached Purchase Agreement, including but not limited to any right of inspection or financing, all option consideration paid, rent paid, services rendered to Optionor, and improvements to the Property, if any, by Optionee, shall be retained by Optionor in consideration of the granting of the Option.
- C. If this Option is exercised, upon close of escrow of the attached Purchase Agreement, all, or \$ _____ of the Option Consideration, and (if checked) \$ _____ per month of rent actually paid by Optionee, shall be applied toward Optionee's down payment obligations under that Agreement. Optionee is advised that the full amount of the option consideration applied toward any down payment may not be counted by a lender for financing purposes.
9. **DISPUTE RESOLUTION:** Optionee and Optionor agree that any dispute or claim arising between them out of this Agreement shall be decided by the same method agreed to for resolving disputes in the attached Purchase Agreement.
10. **DAMAGE OR DESTRUCTION:** If, prior to exercise of this Option, by no fault of Optionee, the Property is totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Optionee may cancel this Agreement by giving written notice to Optionor, and is entitled to the return of all Option Consideration paid. However, if, prior to Optionee giving notice of cancellation to Optionor, the Property has been repaired or replaced so that it is in substantially the same condition as of the date of acceptance of this Agreement, Optionee shall not have the right to cancel this Agreement.
11. **OPTIONEE INSPECTION:** Optionee has, has not conducted inspections, investigations, tests, surveys and other studies of the Property prior to entering into this Option.
12. **RECORDING:** Optionor or Optionee shall, upon request, execute, acknowledge, and deliver to the other a memorandum of this Option for recording purposes. All resulting fees and taxes shall be paid by the party requesting recording.
13. **OTHER TERMS AND CONDITIONS, including attached supplements:** Optionee shall have the right to inspect the subject property regarding the suitability of the property for optionee's intended use upon giving 24 hr written notice to optionor, at times convenient to optionor. Optionor shall provide a copy of all architectural drawings in their possession. Should optionor not have the plans, they shall obtain written consent from the architect to release the Architectural drawings to the optionee.
-
-
-
-
-
14. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Optionee and Optionor arising out of this Option, the prevailing Optionee or Optionor shall be entitled to reasonable attorney fees and costs from the non-prevailing Optionee or Optionor.
15. **BROKER COMPENSATION FROM OPTIONEE:** If applicable, Optionee agrees to pay compensation to Broker as specified in a separate written agreement between Optionee and Broker.
16. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Option. Its terms are intended by the parties as a final, complete, and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement may not be extended, amended, modified, altered, or changed, except in writing signed by Optionee and Optionor.
17. **TERMS AND CONDITIONS OF OFFER:** This is an offer for an option to purchase Property on the above terms and conditions. This Option and any supplement, addendum, or modification, including any photocopy or facsimile, may be signed in two or more counterparts, all of which shall constitute one and the same writing. Optionee has read and acknowledges receipt of a copy of this offer.

Optionee and Optionor acknowledge receipt of copy of this page.
 Optionee's Initials (*JS*) () Optionor's Initials () ()



Property Address: 15489 Arnold Drive, Glen Ellen, CA

Date: February 3, 2017

18. EXPIRATION OF OFFER: Unless Acceptance of Option is signed by Optionor, and a signed copy delivered in person, by mail, or facsimile, and personally received by Optionee, or by Barl Williams who is authorized to receive it, by (date) March 3, 2017, at 5:00 AM PM, the Option shall be deemed revoked.

OPTIONEE

OPTIONEE

Address

Telephone

Fax

Email

19. BROKER COMPENSATION FROM OPTIONOR: If applicable, Optionor agrees to pay compensation to Broker as specified in a separate written agreement between Optionor and Broker.

20. ACCEPTANCE OF OPTION: Optionor warrants that Optionor is the owner of the Property or has the authority to execute this Option Agreement. Optionor accepts and agrees to grant an Option to purchase the Property on the above terms and conditions.

If checked: SUBJECT TO ATTACHED COUNTER OFFER, DATED 3/9/17

OPTIONOR

OPTIONOR

Address

Telephone

Fax

Email

REAL ESTATE BROKERS:

- A. Real Estate Brokers are not parties to the Option or Purchase Agreement between Buyer and Seller.
- B. Agency relationships are confirmed as stated in the attached Purchase Agreement.
- C. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS; or (ii) (if checked) the amount specified in a separate written agreement (C.A.R. Form CBC) between Listing Broker and Cooperating Broker. Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

Real Estate Broker (Selling Firm) Sothebys International Realty CalBRE Lic. # 01263855
 By Barl Williams CalBRE Lic. # _____ Date _____
 Address 25 E Napa St City Sonoma State CA Zip 95476
 Telephone _____ Fax _____ E-mail barl.williams@sothebysrealty.com

Real Estate Broker (Listing Firm) Pacific Union CalBRE Lic. # 3/9/2017
 By Maurice Logolnani CalBRE Lic. # _____ Date _____
 Address 55770 Coast Blvd City GRACY State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

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 525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____



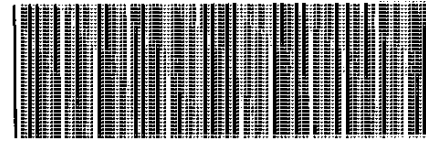
C. Deed - Ergas Properties, LLC

RECORDING REQUESTED BY:

Fidelity National Title Company
Escrow No.: 08-490301162Z-CS
Locate No.: CAFNT0949-0949-0003-490301162Z
Title No.:

**When Recorded Mail Document
and Tax Statement To:**

Sanders D. Ergas
105 Fairway Court
Sonoma, Ca 95476



2008030365

OFFICIAL RECORDS OF
SONOMA COUNTY
JANICE ATKINSON

FIDELITY NAT'L TITLE CO.
04/03/2008 14:00 DEED
RECORDING FEE: 11.00
PAID

2 PGS



APN: 054-130-024

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s)

Documentary transfer tax is \$

City Transfer Tax is \$

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- Unincorporated Area

"This conveyance confirms a change of name, and the grantor and grantee are the same party, R & T 11911."

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Sanders D. Ergas, a married man hereby **GRANT(S) to** Ergas Properties, LLC, a California limited liability company

the following described real property in the unincorporated area , County of **Sonoma**, State of **California**:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DATED: April 1, 2008

State of California)
County of Sonoma)

Sanders D. Ergas

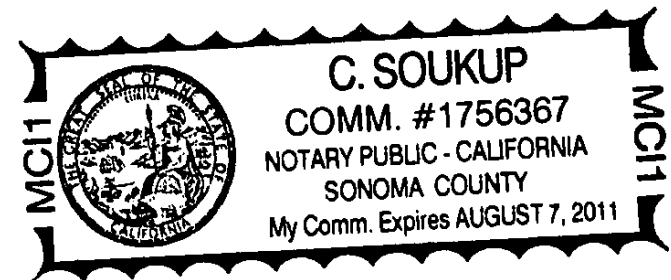
On April 1, 2008 before me,
C. Soukup, Notary Public
(here insert name and title of the officer), personally appeared
Sanders D. Ergas,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)



MAIL TAX STATEMENTS AS DIRECTED ABOVE

Esrow No.: 06-490301162-CS

Locate No.: CAFNT0949-0949-0003-0490301162

Title No.: 06-490301162

EXHIBIT "A"

The land referred to herein is situated in the State of California, County of Sonoma, Unincorporated Area, and is described as follows:

Being a portion of the Petaluma Rancho and that tract of land deeded to Robert P. Hill, the party of the first part, by J. M. Thompson, Commissioner, by Deed dated January 29, 1908 and recorded in Book No. 246 of Deeds, Page 57, of the Records of said County of Sonoma, State of California, described as follows:

Beginning at the intersection of the Easterly line of the County Road from Sonoma to Glen Ellen by way of the West side of Sonoma Creek and the Northerly line of Madrone Road, formerly known as the road across Sonoma Creek by way of Yulupa Railroad Station; thence Northerly, along the Easterly line of said County Road from Sonoma to Glen Ellen, on a bearing of North $11^{\circ} 45'$ West, (which bearing is assumed for the purpose of this description), 170 feet to a point; thence North $78^{\circ} 15'$ East, 90.00 feet to a point; thence South $11^{\circ} 45'$ East, 151.69 feet, more or less, to a point on the Northerly line of said Madrone Road; thence South $66^{\circ} 50'$ West, along the Northerly line of said Madrone Road; thence South $66^{\circ} 50'$ West, along the Northerly line of said Madrone Road, 91.85 feet, more or less, to the point of beginning.

APN: 054-130-024

D. Renderings of proposed APOTHEVERT dispensary



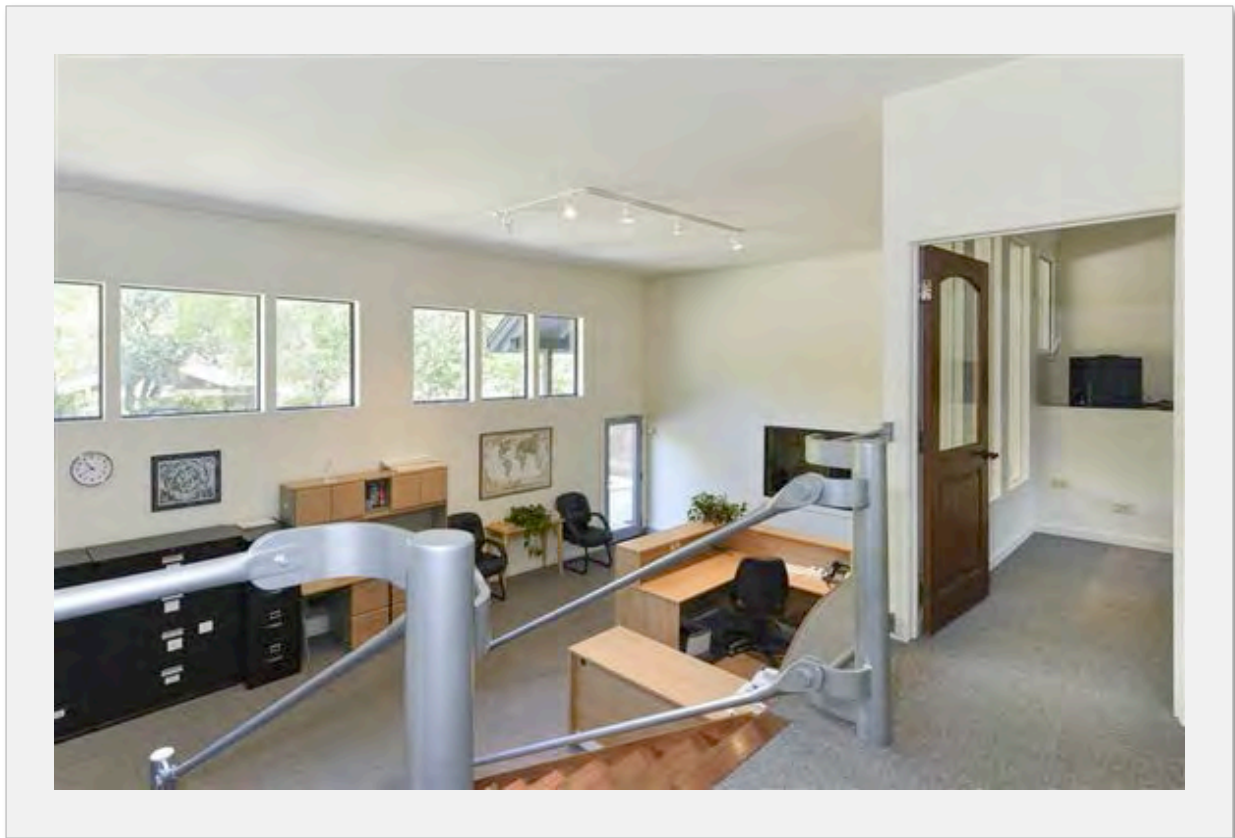
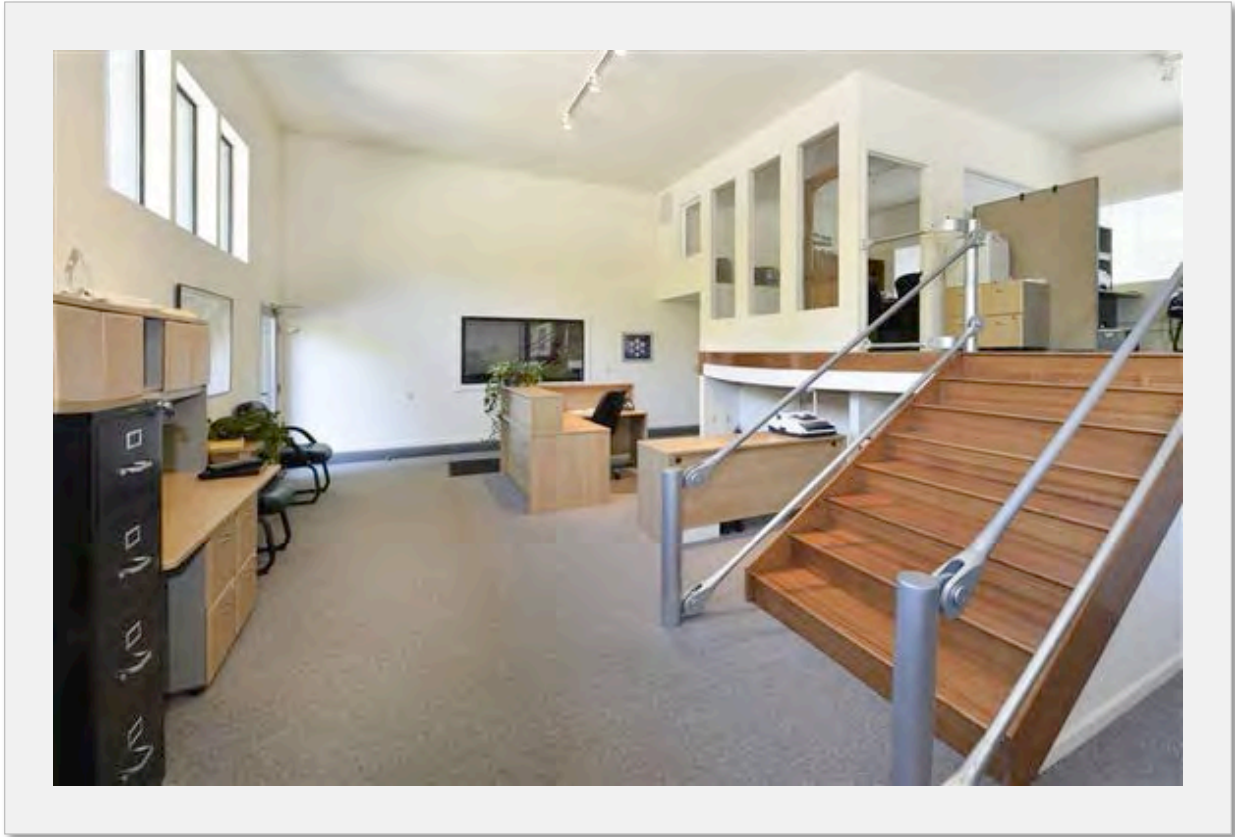








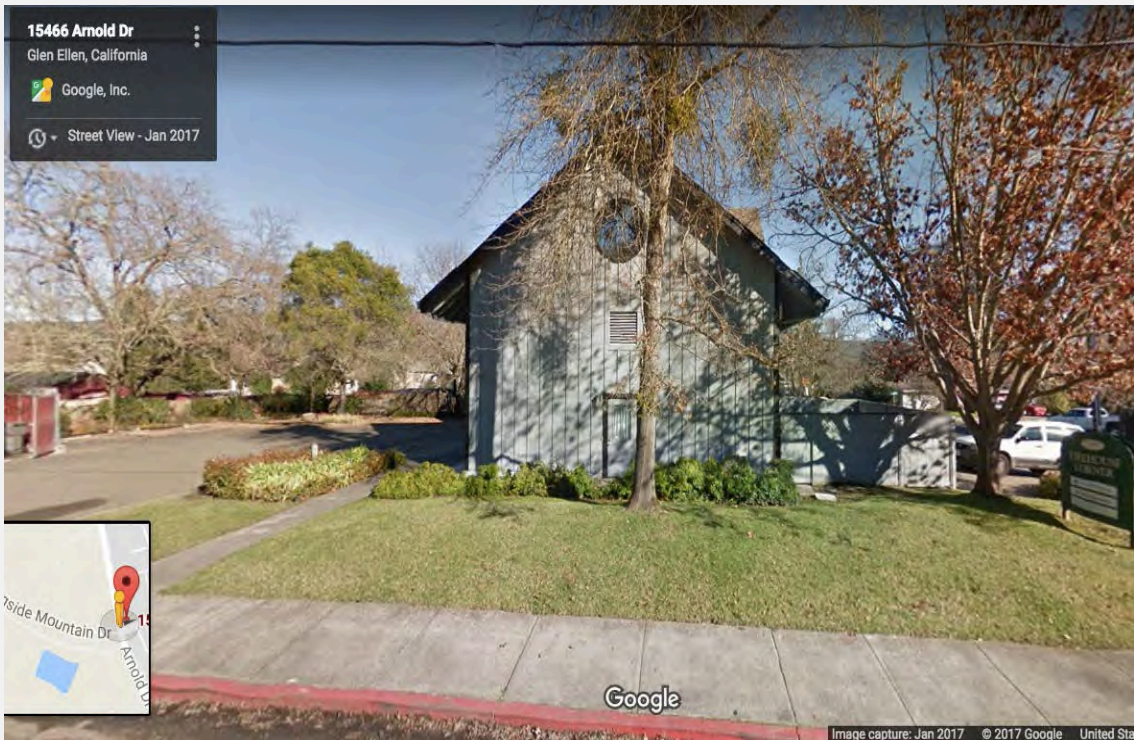
E. Existing Office Space and Exterior Photographs







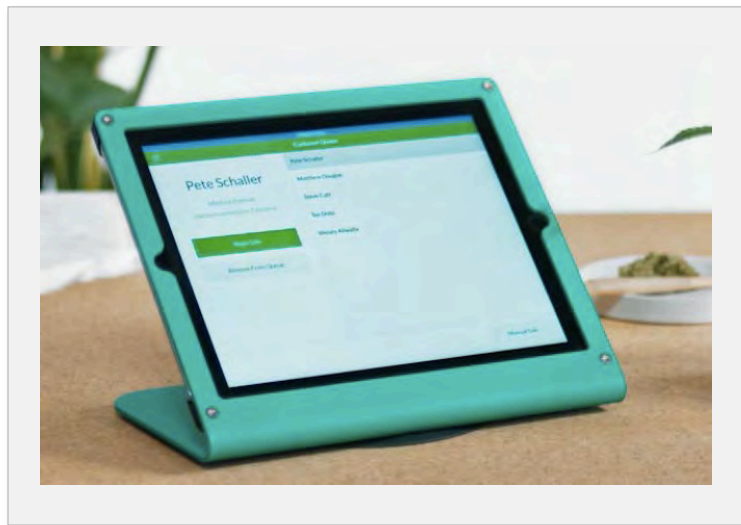





F. Equipment and Interior Fixture specifications

Equipment to be used includes:

Point-of-sale iPads utilizing Green Bits for transactions, tracking, reporting and compliance.



Shatterproof LED track lighting to illuminate products.



Tech Lighting Stealth Satin Nickel LED Freejack Mini-Pendant - Style # 11766-21XA1

\$300.00

FREE SHIPPING* | [Low Price Guarantee](#)

1 [ADD TO CART](#) [ADD TO WISH LIST](#)

[Ships in 5 to 8 Days](#) | [Check Store Availability](#)

★★★★★ [Write a Review](#) | [Ask a Question](#)

Welcome a brilliant feature to your contemporary space with the look of this Stealth low-voltage freejack track head.

[MORE DETAILS >](#)


PRODUCT DETAILS

Distinguished by a satin nickel finish, this Stealth low-voltage energy efficient LED freejack track head from Tech Lighting is elegant in style. With 360-degree rotation, you'll love the versatility that this light head provides to your space. The 210-degree pivot and 25-degree beam spread helps to ensure light balance and versatility in your living space.

[Shop all Tech Lighting](#)

- 7 1/2" wide x 1 1/2" high
- Round canopy is 4" wide.
- Includes one 4.5" downrod.
- Includes one dimmable 10 watt field-replaceable LED module, 3000K color temperature, 550 lumens; comparable to a 40 watt incandescent.
- Dimmable to 10 percent with low-voltage electronic dimmer.
- Satin nickel finish die-cast aluminum construction.
- Stealth low-voltage energy efficient LED freejack track head from Tech Lighting.
- Features 360-degree rotation, 210-degree pivot and 25-degree beam spread.

Lockable product storage display cabinets from Restoration Hardware (locked during non-business hours)



CELA SHAGREEN GLASS DOUBLE-DOOR CABINET
 33395 34235 3430004
 \$2696 - \$3221 NEWER

Refined and sophisticated, modernist. Case, glass, inspiration from a 1970s era. Designer Charles Zepheri pairs luxurious faux shagreen with dark wood brass, creating contrasting texture and tone. Three brass-toned frames each piece, further accentuating the clean, linear lines.

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[SHOW DETAILS >](#)


[SHOW DIMENSIONS >](#)

[DETAILED PRODUCT DIMENSIONS >](#)

FINISH OPTIONS

Base	Top
Shagreen & Solid Walnut	Shagreen & Solid Walnut
Shagreen & Solid Walnut	Shagreen & Solid Walnut

VIEWS



HIDE DIMENSIONS -

81"H Cabinet Overall: 44"W x 18"D x 81"H
Top Shelf Interior (T): 42½"W x 16¼"D x 16½"H
Center Shelf Interior (C): 42½"W x 16¼"D x 13¼"H
Bottom Shelf Interior (B): 42½"W x 16¼"D x 16½"H
Weight: 385 lbs.

92"H Cabinet Overall: 48"W x 18"D x 92"H
Top Shelf Interior (T): 46½"W x 16¼"D x 18½"H
Center Shelf Interior (C): 46½"W x 16¼"D x 16"H
Bottom Shelf Interior (B): 46½"W x 16¼"D x 18½"H
Weight: 441 lbs.

103"H Cabinet Overall: 50"W x 18"D x 103"H
Top Shelf Interior (T): 48½"W x 16¼"D x 17¼"H
Center Shelf Interior (C): 48½"W x 16¼"D x 15"H
Bottom Shelf Interior (B): 48½"W x 16¼"D x 17¼"H
Weight: 574 lbs.

- Crafted of shagreen-embossed leather with the texture, pattern and distinctive spine detail of stingray hide
- Hardwood frame constructed with mortise-and-tenon joinery
- Design details include solid brass trim precisely crafted with triple-mitered corners, a metal plinth base, and meticulously placed leather panels that reflect the look of classic shagreen
- Hand-applied dyes enhance the unique texture and natural variances of each piece
- Tempered glass doors accented with slender, solid brass door pulls
- Soft-close doors equipped with premium-quality hinges
- Cabinet interiors are crafted of fine hardwood veneers and finished to complement exterior color
- 81"H and 92"H cabinets have 4 fixed shelves
- 103"H cabinet has 5 fixed shelves
- Stands on a metal plinth base
- Anti-tip kit hardware and installation instructions included. We encourage installation of the tip restraint, which securely anchors the product to the wall. Items not properly anchored pose a potential safety risk.
- Wipe with a soft, dry cloth; avoid the use of harsh chemicals or abrasive cleaning materials


Locked refrigeration for additional edibles inventory not in display cooler – eQuipped by KaTom professional 19-cubic foot economy solid door reach-in refrigerator

eEQUIPPED by KaTom

These solid door economy reach-in refrigerators and freezers are constructed of heavy-duty stainless steel making them strong and durable enough to survive any kitchen environment. Their narrower design is great for tight areas where space is limited. The cooling units are bottom-mounted and slide out for easy maintenance and cleaning. All models come with 5" casters and plastic coated wire shelving that is easily removable to adjust the shelf height. The front digital controller and LED readout make it easy to adjust the interior temperature. These models are ETL Listed and ETL Sanitation. They are backed with a 1-year warranty on parts and labor and a 5-year warranty on the compressor.

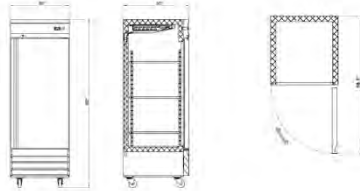
19-Cubic-Foot Economy Solid Door Reach-Ins

- 430 series stainless steel exterior
- Painted aluminum interior
- Self-closing doors
- Flexible digital temperature controller with LED display
- Foamed-in-place polyurethane high density cell insulation throughout the entire cabinet
- Bottom mounted cooling unit that slides out
- Automatic defrosting
- Removable door gasket
- Recessed door handles
- (4) 6" casters (2 locking and 2 non-locking)
- 1 year warranty on parts and labor
- 5 year warranty on the compressor



Commercial Refrigeration
Economy Reach-Ins

Plan Views



VR19
VF19

Features

- Cooling System**
 - Refrigeration units use environmentally friendly R134A refrigerant to maintain a temperature range of 32-41°F
 - Freezer units use environmentally friendly R604A refrigerant to maintain a temperature range of -7°F - 0°F
 - Bottom-mounted cooling unit slides out for easy cleaning and maintenance, and allows for storage area on top of the unit
 - Rugged-built axial evaporator fans run efficiently with low-velocity and high-volume air flow
- Cabinet Construction**
 - Exterior is constructed of 430 stainless steel, including the doors
 - Interior is constructed of a painted aluminum liner
 - The cabinet is insulated throughout with a foamed-in-place, high-density cell polyurethane insulation
- Shelving**
 - Adjustable plastic coated steel shelves that have a load capacity of 110 lbs per shelf
- Model Features**
 - Incandescent interior lighting activated by door switch
 - 6" casters come standard on all models. 2 locking wheels and 2 non-locking wheels.
- Door(s)**
 - Stainless steel exterior with aluminum liner on the inside
 - Positive-seal self-closing doors with microswitch that shuts the evaporator fan off when a door is open
 - Recessed handles are built into the door for easy opening and closing
 - Locking door keep items inside secure after hours
 - Stainless steel doors are field reversible
- Electrical Control**
 - Electric LED temperature controller provides a digital display of cabinet temperatures and allows for easy temperature adjustments when necessary
 - Temperature controller initiates automatic defrost schedule for worry free use
 - 7-foot power cord with NEMA 5-15 plug

Specifications

Refrigerator


Model	Doors	Shelves	Net Volume (Cubic Ft)	Overall Dimensions WxDxH (inches)	HP	Voltage	Amps	Gross Weight
VR19	1	3	19	29" x 25" x 82.5"	1/4	115V	5.2	326 lbs

Freezer

Model	Doors	Shelves	Net Volume (Cubic Ft)	Overall Dimensions WxDxH (inches)	HP	Voltage	Amps	Gross Weight
VF19	1	3	19	29" x 25" x 82.5"	1/2	115V	8.1	326 lbs

eEQUIPPED

Digital/TV monitor pricing boards to display prices of commodity products



Roll over image to zoom in

Sony
Sony KDL48W650D 48-Inch 1080p Smart LED TV (2016 Model)
★★★★☆ 603 customer reviews | 715 answered questions

Price: **\$446.92** ✓prime

Get 70 off instantly: Pay upon approval for the Amazon Prime Rewards Visa Card.

In Stock.
Want it Monday, Dec. 4? Order within 23 hrs 3 mins and choose Two-Day Shipping at checkout. Details
 Ships from and sold by Video & Audio Center.

Size: **48-Inch**

32-Inch
\$327.90

40-Inch
used from \$320.00

48-Inch
\$446.92

55-Inch
from 1 seller

TV wall mounting options: **Get expert TV wall mounting** Details

Without expert installation

Expert wall mounting
+ \$152.79

What's included

- Dimensions (W x H x D): TV without stand: 43" x 25.4" x 2.6", TV with stand: 43" x 27" x 9.4"
- Smart Functionality: Yes
- 1080p Full HD resolution for a lifelike picture
- Backlight: Direct-Lit LED
- Refresh Rate: 60Hz (Native); Motionflow XR 240 (Effective)
- Inputs: 2 HDMI (HDCP 1.4), 2 USB
- Accessories Included: Mini-plug Video Adapter, Remote Control (RMT-TX102U), Batteries (R03), AC Power Adaptor (ACDP-060S03, ACDP-060E02), AC Power Cord Spec: (Inlet C7, US plug type, 2pin, straight shape, Table Top Stand (Separate, assemble required)

Edibles display and serve cooler fixture – ROSA by Oscartek “Chocolate Showcase”

ROSA **Chocolate Showcase**



OPTIONAL PREMIUM VERSION

STANDARD FEATURES

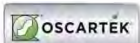
- Humidity control
- LED lighting system
- Extra clear glass
- Left-up mechanism for the display plate and the evaporator
- Patented upper sliding glass system
- Cases ship standard unfinished

OPTIONS




- 5/8" position stop
- 5/8" dry hot plate
- Working top perforator (brushed s/s, conan, black RFL, grating)
- Remote condensing unit
- Casters
- PREMIUM version

ROSA CHOCOLATE				
TECHNICAL FEATURES	MODELS			
	ROSA C900	ROSA C1300	ROSA C1700	ROSA C2106
External Dimensions (L-D-H)	Inches 35 1/2" - 32 1/4" - 45 1/4"	51 1/4" - 33 1/4" - 45 1/4"	67" - 32 1/4" - 45 1/4"	82" - 32 1/4" - 45 1/4"
Inches MM	900 - 820 - 1150	1300 - 820 - 1150	1700 - 820 - 1150	2100 - 820 - 1150
Cleated Dimensions (L-D-H)	Inches 43 1/2" - 40 1/2" - 55 1/4"	60" - 40 1/2" - 55 1/4"	76" - 40 1/2" - 55 1/4"	90 1/2" - 40 1/2" - 55 1/4"
Inches MM	1100 - 1030 - 1400	1500 - 1030 - 1400	1900 - 1030 - 1400	2300 - 1030 - 1400
Refrigeration	Type Fan Ventilated	Fan Ventilated	Fan Ventilated	Fan Ventilated
Refrigeration Display Area	Type Deck	Deck	Deck	Deck
Dispensing Temperature	°C/°F 13°C / 55°F	13°C / 55°F	13°C / 55°F	13°C / 55°F
Compressor	No./Type 1 / Hermetic	1 / Hermetic	1 / Hermetic	1 / Hermetic
BTU's @ +35°F Evap	BTU's 1350 BTU's	1845 BTU's	2450 BTU's	2975 BTU's
Temperature	230/1760 (EU)	230/1760 (EU)	230/1760 (EU)	230/1760 (EU)
Electric Supply	(V/Ph/Hz) 220/1/60 (USA)	230/1/60 (USA)	230/1/60 (USA)	230/1/60 (USA)
Power Consumption	(kW) 555W / 3.5A	680W / 4A	885W / 4.5A	995W / 4.5A
Defrost	Mode/Type Automatic	Automatic	Automatic	Automatic
Circuit Class	N°/PC/F/Hz/R 4/30/65/55%	4/30/65/55%	4/30/65/55%	4/30/65/55%
Refrigerant Gas	Type R404A	R404A	R404A	R404A
Net Weights	Kg/Lbs 134kg/ 296lbs	127kg/ 279lbs	157kg/ 346lbs	172kg/ 379lbs
Cleated Weights	Kg/Lbs 184kg/ 405lbs	207kg/ 456lbs	257kg/ 566lbs	297kg/ 654lbs

* DIMENSIONS ARE WITHOUT SIDE PANELS



361-36 / Beach Road, Burlingame, CA 94010
 Tel: 855.885.2400 | 650.342.2400 | Fax: 650.342.7400
 sales@oscartek.com | www.oscartek.com

Security surveillance cameras and alarms – LOREX, 4K Ultra HD IP NVR System with 4 Outdoor 4K 8MP IP Cameras, 250' Night Vision. Interior surveillance cameras will be high-definition 1080p security cameras, also by LOREX.



LOREX BY FLIR 4K ULTRA HD NETWORK VIDEO RECORDER

WELCOME THE FUTURE OF HIGH DEFINITION VIDEO RECORDING

View your world in more detail than ever with real-time 4K HD recording for 4+ the detail of 1080p. 4K video output lets you view multiple HD channels in full resolution on a 4K TV. The NVR's Power over Ethernet ports make setup quick and easy, with one cable installation per camera that provides both power and HD video.






8/16/32 Channels 2-6TB HDD 4K Support 8/16 PoE Port

NR900 Series NVRs www.lorextchnology.com



LOREX BY FLIR 4K ULTRA HD NETWORK VIDEO RECORDER

FEATURES:

- Real-time recording up to 8MP on all channels – 4x the detail of 1080p
- Supports industry-leading 4K recording¹
- 8/16 built-in PoE (Power over Ethernet) ports providing video and power over a single Ethernet cable
- RapidRecap² – see the day in a minute with hours of activity compiled into a short video summary
- FLIR Secure³ apps for live viewing, playback, video recording & snapshots (iPhone® / iPad® / Android™)⁴
- PC and Mac compatible – FLIR Cloud™ video management software gives you complete control over your security system from anywhere⁴
- 24/7 security-grade pre-installed hard drive⁵
- Expandable high capacity storage up to 12TB (3x6TB HDD)⁶
- Automatically detects compatible IP cameras in the network⁴
- 4K video output – view multiple HD channels at once in full resolution on a 4K TV
- H.265 / H.264 video compression offers reduced file size and improved network performance for remote viewing⁷
- Mirror hard drive recording – secure your recordings by backing up footage to an internal, hard drive at the same time as recording to the primary hard drive⁸
- Penetration Protection – view, record, playback, back up & remotely control the system simultaneously
- Click-and-drag digital zoom in live view and playback
- Convenient front panel button controls
- Accurate time stamp with NTP & daylight savings time
- Instant backup of live video to a USB flash drive
- Automatic firmware upgrade over the internet ensures your system is secure and up-to-date⁴
- Push notifications of motion events
- Instant email alerts with snapshot attachment
- Multi-streaming to conserve bandwidth
- Continuous, scheduled, and motion recording
- Dual video outputs (HDMI and VGA) to connect multiple monitors
- HDMI cable included for simple connection to HD & 4K TVs





NR900 Series NVRs www.lorextchnology.com

LOREX BY FLIR 4K ULTRA HD NETWORK VIDEO RECORDER Specifications

SYSTEM		PLURIBACK	
Operating System	Linux (pre-installed)	Redundant Channel	10/4/2 Channel; 8 Channel; 16 Channel
Storage	Standard RAID (RAID0, RAID5, RAID6, RAID10) or Backup/Restore	Remote Mount	10/4/2/4/8/16/32
Number of Channels	8/16/32 Channels	Backup Mount	Backup Mount
Inputs/Outputs		Serial	RS-485 (2 BNC)
Video In	8x 4K Ultra HD (up to 30FPS) or 2x 4K Ultra HD (up to 30FPS) + 8x HD (up to 30FPS)	Input/Output	Up to 8 (100Mbps for non-scheduled, configuration change, download, upload and video for)
Video Out	4x 4K Ultra HD	Audio In	Up to 4 (2 channels required)
Video Out	4x 4K Ultra HD	Storage & Archive	
HDMI	Yes	Storage	Up to 5 HDD (6TB)
Audio In	Up to 4 (2 channels required)	Maximum Capacity	Up to 5x6TB (30TB)
Audio Out	1 (for 2 channels required)	Backup Mode	100% Backup (3.5 TB)
USB Port	1 (for backup) + 4 (for live)	Backup File Format	DAV or H.264
Alarm In	4 (Alarm In)	CONNECTION	
Alarm Out	2 (Alarm Out)	Cloud Connection	FLIR Secure™
Video Output Resolution	3840x2160, 1920x1080, 1280x720, 1080i720, 1080i50	Supported Operating System	Windows™, Mac OS™
PTZ Control	Support PTZ control only	Remote Software	Cloud Software (PC, Mobile)
Display	8.9" 7.4" 6.9" 5.9" 5.4" 4.9" 4.4" 3.9" 3.4" 2.9" 2.4" 1.9" 1.4" 0.9"	Cloud Software	See web application
View Display/Speed	8x 4K Ultra HD (up to 30FPS) or 2x 4K Ultra HD (up to 30FPS) + 8x HD (up to 30FPS)	Mobile Software	Android™, iOS™, Windows Phone™, BlackBerry™, Symbian™, Java™
SD	Class 10	Mobile Configuration	Full app configuration over network
System Integration	USB Mouse, IR Remote, Control, Four Pin Remote	Power	Pre-programmed in-line
Remote Access	Real Time (24/7)	Network Protocol	HTTP, FTP, SSH, Telnet, SNMP, UPnP, SFTP, SMB, NFS, DLNA, RTSP, RTMP, RTMP Live, RTMP, RTMP, RTMP
Network Upgrade	Automatic (See user manual)	Network Interface	10/100/1000Base-T, SFP
Face Mobility	By user group	Port and Pin	32 (RJ45) and 48 (SFP) per channel
Power Consumption	Automatic (See user manual)	OS/BIOS	Linux
Recording		Power Consumption	150W (4 HDD) (400W)
Video Compression	H.265 / H.264	Supply Voltage	100VAC/240VAC, 50/60Hz
Resolution	Up to 4K (3840x2160) (1080p/720p/1080i)	Max 60 Frame Capture	100/200/300/400/500/600
Recording Rate	Up to 30FPS (1080p/720p/1080i) or 15FPS (1080p/720p/1080i) or 7.5FPS (1080p/720p/1080i)	Max Frame Size	1920x1080/1280x720/960x540
Recording Resolution	By channel or different resolution	Operating Temperature	0°C to 50°C (32°F to 122°F)
Recording Quality Control	4 levels	Humidity	5% to 95%
Recording Schedule	By time, by day, by recording mode, by motion, by alarm, by channel	OS/BIOS	Linux
File Recording	Yes - 4 SAs	Recording Resolution	By channel or different resolution
Port Forwarding	Yes (2 Channels)	Recording Rate	By channel or different resolution
Protocol	HTTP, HTTPS, RTSP, RTMP, RTMP Live, RTMP, RTMP	Recording Quality Control	4 levels
Cloud Video	Yes	Recording Schedule	By time, by day, by recording mode, by motion, by alarm, by channel


RECORDING RESOLUTION (PIXELS) & MAXIMUM SPEED (FPS - FRAMES PER SECOND)	720p			
	1080p/720	1080p/60	3MP	SUPER HD 4MP
8ch	Total	240,000	240,000	240,000
	Per channel	30,000	30,000	30,000
16ch	Total	480,000	480,000	480,000
	Per channel	30,000	30,000	30,000
32ch	Total	960,000	960,000	960,000
	Per channel	30,000	30,000	30,000

NR900 Series NVRs www.lorextchnology.com


LOREX BY FLIR 4K ULTRA HD NETWORK VIDEO RECORDER Product Information

NVR Inputs & Outputs

8 Channel 16/32 Channel



Dimensions:






Product Information:

MODEL	CONFIGURATION	PACKAGE	W x D x H (inches x millimeters)	WEIGHT	CABLE	SPC Code
NR900	8 Channel 4K Ultra HD with 2TB HDD	DrawBox	385 x 187 x 147 (9,652 x 4,764 x 3,734)	13.0lb (5.9kg)	1.5M / 1000m	6-9524-0267-1
NR900	16 Channel 4K Ultra HD with 2TB HDD	DrawBox	385 x 187 x 147 (9,652 x 4,764 x 3,734)	13.0lb (5.9kg)	1.5M / 1000m	6-9524-0268-0
NR900	32 Channel 4K Ultra HD with 2TB HDD	DrawBox	385 x 187 x 147 (9,652 x 4,764 x 3,734)	13.0lb (5.9kg)	1.5M / 1000m	6-9524-0268-5

Includes: 4K Ultra HD Network Video Recorder, 4K Ultra HD Network Video Recorder, 4K Ultra HD Network Video Recorder, 4K Ultra HD Network Video Recorder

Disclaimers:

1. 2014 FLIR is not responsible for third party delivery of all recording.
2. Systems are high speed without connection to a video port (not included). A minimum speed of 100Mbps is required for the best performance. A 10/100 network may be used for the network. The network is not included. The network is not included. The network is not included.
3. Recording time may vary based on recording resolution, frame rate, lighting conditions, and network bandwidth.
4. The maximum resolution of 4K Ultra HD is not supported on all cameras. The maximum resolution of 4K Ultra HD is not supported on all cameras.
5. The recording resolution may vary based on recording resolution, frame rate, lighting conditions, and network bandwidth.
6. The maximum resolution of 4K Ultra HD is not supported on all cameras. The maximum resolution of 4K Ultra HD is not supported on all cameras.
7. The recording resolution may vary based on recording resolution, frame rate, lighting conditions, and network bandwidth.
8. The maximum resolution of 4K Ultra HD is not supported on all cameras. The maximum resolution of 4K Ultra HD is not supported on all cameras.

LOREX Corporation, a division of FLIR Commercial Systems Inc. www.lorextchnology.com

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Liberty Safe Centurion 24-Gun Safe (CN24-BKT-F)

SKU 9302266 | 647346338932

\$ 559.99

Online Only! Was \$699.99. Save \$140 on this item now for a limited time. Above price reflects savings.

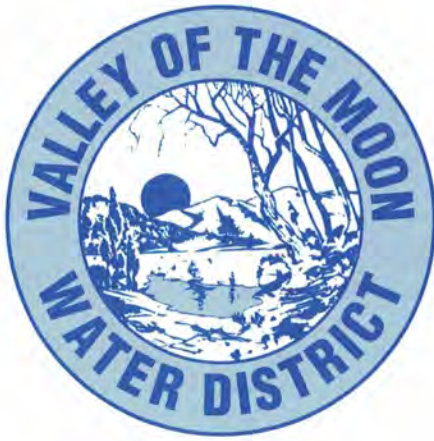
Product Details

Capacity: 13-13/16 cu. ft.
Lock Type: Combination Lock
UL Fire Rating: 1/2 hr.
Material: Steel
Product Type: Safe
Color Family: Black
Assembled Height: 59-1/2 in.
Assembled Width: 28-1/4 in.
Assembled Length: 22 in.
Interior dimensions: 57-7/16 in. H x 26-11/16 in. W x 15-9/16 in. D
Textured black finish
Holds up to 24 guns



APOTHEVERT

G. Valley of the Moon will serve letter



VALLEY OF THE MOON WATER DISTRICT

A Public Agency Established in 1962
19039 Bay Street • P.O. Box 280
El Verano, CA 95433-0280
Phone: (707) 996-1037
Fax: (707) 996-7615

November 20, 2017

Sanders Ergas
15499 Arnold Dr.
Glen Ellen CA, 95442

RE: 15499 Arnold Dr. Glen Ellen CA
APN 054-130-024

To Whom it may Concern:

Water is currently available to serve the above referenced parcel. Please treat this as the "will serve letter".

Be advised that final approval of the project would occur subject to the project proponent fulfilling all District requirements and fees at such time.

If you should have any questions, please call me at (707) 996-1037. Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matt Fullner".

Matt Fullner
Operations and Maintenance Supervisor

c: ML File 3582