



Nevada City Manufacturing and Distribution Permit Application

May 31st, 2018

Proposed Facility Address:
138 New Mohawk
Nevada City, CA 95959

Presented by: SGBE
(Sierra Greenbelt Enterprises)
DBA: Bloomfield

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City of Nevada City

Planning Department
317 Broad Street, Nevada City CA 95959

Phone: 530-265-2496

Email: Amy.Wolfson@NevadaCityCA.gov

Staff Use

Fee:\$ _____

Date Paid: _____

X

X

MEDICAL CANNABIS BUSINESS PERMIT APPLICATION FORM (dispensary applicants, use other specific application form)

Please submit a minimum of five (5) bound hard copies and one (1) digital copy (usb drive or CD) of all application material.

X

Check business type being proposed. If multiple types are proposed, each type will need to be distinctly addressed in the supplemental documentation and on this form. A separate form may be submitted if it will help provide clarity.

x Manufacturing

Distribution

Cultivation
There are no sensitive issues within 600 feet of 138 New Mohawk

N/A Dispensary (use separate form)

Testing Laboratory

*** See attached definitions of the above categories to ensure appropriate selection**

SGBE is currently registered as a non profit mutual benefit. See articles attached in "Business Formation"

Business Name: SGBE INC, DBA Bloomfield
folder.

Business Primary Contact: Brooke McCommon

Contact Title: CEO

Contact's Mailing Address: 2036 Nevada City Hwy #553 Grass Valley, CA 95945

Phone#: [REDACTED] E-mail: Brooke@thebloomfieldco.com

24-Hour Contact Information: [REDACTED]

For details about the information required as part of the application process, please see the Implementation Procedures to Operate a Medical Cannabis Business in Nevada City, Ordinance No. 2017-06 and additional requirements in order to complete the application process. All these documents can be found on the Nevada City webpage: www.NevadaCityCA.gov

Section A: Principal Background Information (Must be signed by all Principals)

(Add more pages as necessary to accommodate signatures of all Medical Cannabis Business Principals.)

Under penalty of perjury, I acknowledge that I have personal knowledge of the information stated in this application and that the information contained herein is true. I also understand that the information provided in this application, except the Safety and Security Plan in Section C and certain confidential information such as driver's license and social security number, which can be redacted, may be public information and subject to disclosure under the California Public Records Act.

Principal Name: [Redacted] Brooke McCommon

Principal Title: CEO

Principal Home or Cell Phone: [Redacted]

Principal Home Address: [Redacted]

Principal Signature: [Redacted] *Brooke McCommon* Date: 5/1/18

Attachments:

If business will operate as a collective/cooperative provide proof of status as a qualified patient or primary caregiver (State card or doctor recommendation)

Receipt from Live Scan check

Picture of applicant (two passport quality photographs 2X2)

Copy of Social Security Card

Copy of Driver's License, OMV issued ID Card or Passport

Proof of address (DMV-issued ID/driver's license, and/or recent utility bill under Principal's name)

Staff use only: Pass background check

Principal Name: Peter Laidlaw

Principal Title: Secretary, Lab Manager

Principal Home or Cell Phone: [Redacted]

Principal Home Address: [Redacted]

Principal Signature: [Redacted] *Peter Laidlaw* Date: 5-1-18

Attachments:

If business will operate as a collective/cooperative provide proof of status as a qualified patient or primary caregiver (State card or doctor recommendation)

Receipt from Live Scan check

Picture of applicant (two passport quality photographs 2X2)

Copy of Social Security Card

Copy of Driver's License, OMV issued ID Card or Passport

Proof of address (DMV-issued ID/driver's license, and/or recent utility bill under Principal's name)

Staff use only: Pass background check

Principal/Partner History:

1. List whether, the applicant(s) has other licenses and/or permits issued to and/or revoked from the applicant, in the three years prior to the year of the permit application, such other licenses and or permits relating to similar business activities as in the permit application. If yes, please list the type, current status, issuing/denying for each license/permit. (Please attach a separate document explanation if necessary)

N/A

2. List any and all partners who have been found guilty of a violent felony, a felony or misdemeanor involving fraud, deceit, embezzlement, or moral turpitude, or the illegal use, possession, transportation, distribution or similar activities related to controlled substances, as defined in the Federal Controlled Substance Act, with the exception of medical cannabis related offenses for which the conviction occurred after the passage of the Compassionate Use Act of 1996. (Please attach a separate document explanation if necessary)

N/A

Section B: Business Organization Status

1. Describe the Medical Cannabis Business organizational status:

SGBE, INC is a California nonprofit mutual benefit corporation

Attach proof of status, such as articles of incorporation, by-laws, partnership agreements, and other documentation as may be appropriate or required by the City.

Section C: Medical Cannabis Business Description and Location

1. Statement of Purpose of Medical Cannabis Business (a separate sheet may be attached, labeled Section C.1):

Bloomfield will manufacture, package and distribute cannabis in accordance to local and state regulations.

2. Proposed Location of Business: 138 New Mohawk Nevada City, CA 95959 Suite 175

3. Name and address of property owner: Terra Alta Development
P.O. Box 1657 Nevada City, CA 95959-1657

4. Name and address of school(s) and/or public park(s) closest to Proposed Location: _____
Schools: Twin Ridges Home Study Charter, Forest Charter School Park: Pioneer Park
All are beyond 600 feet of facility.

5. Have you received a Zoning Verification Letter? (Please check the appropriate response)
Yes X (If yes, include documentation with this section of the application) No _____

6. Description of neighborhood around the proposed location surrounding uses, nearby sensitive uses (such as schools, churches, parks, daycares, or residents), transit access to site, etc. A separate sheet may be attached and labeled Section C.6.

7. Site plan must be dimensioned and show the entire parcel including parking and additional structures [recommended scale of 1"= 20']. In addition, please attach elevations and photos of proposed location. If any exterior alterations are proposed for the existing building, also attach a proposed site plan that is accurate, dimensioned and to-scale for each potential location and include elevation details. The scale should accommodate an accurate site plan on a sheet of paper no larger than 11X17.

8. Floor Plans shall be attached and shall be accurate, dimensioned and to-scale [recommended scale of 1/4"= 1'] for each potential location. If any interior alterations are proposed for the existing building, also attach proposed floor plans. The scale should accommodate an accurate floor plan on a sheet of paper no larger than 11X17.

9. Signage Plan.

10. Vicinity Map.

11. Photos of the site and building(s).

Section D: Required supplemental information

This information is required for this application to be considered complete. Attach the following reports to the application.

- Business and Parking Plan**
- Neighborhood Compatibility Plan**
- Safety and Security Plan**
- Environmental Benefits (Water/Energy Efficiency Measures)**
- Community Benefits**
- Labor and Employment**
- Local Enterprise**
- Qualifications of Principals**

STAFF USE ONLY:

Date of initial application: _____

File Number assigned to application:

Date fee received _____

Date application reviewed for completeness:

Complete

Incomplete

Date Proof of ownership was verified or a signed and notarized statement from the property owner was received

Date application reviewed by Planning Commission: _____

Approved

Denied

Pertinent Medical Cannabis Definitions pursuant to the Nevada City Municipal Code

"Cultivation" means any activity, whether occurring indoors or outdoors, involving the propagation, planting, growing, harvesting, drying, curing, grading, and/or trimming of cannabis plants or any part thereof for any purpose, including medical marijuana.

"Dispensary" means a medical cannabis business facility where cannabis, medical cannabis products, or devices for the use of medical cannabis or medical cannabis products are offered, either individually or in any combination, for retail sale, including an establishment (whether fixed or mobile) that delivers, pursuant to express authorization, medical cannabis and medical cannabis products as part of a retail sale.

"Distribution" means the procurement, sale, and transport, of medical cannabis or medical cannabis products between entities licensed pursuant to the MCRSA and any subsequent State of California legislation regarding the same.

"Manufacturer" means a person that conducts the production, preparation, propagation, or compounding of manufactured medical cannabis, as defined in this section, or medical cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis at a fixed location that packages or repackages medical cannabis or medical cannabis products or labels or relabels its container.

"Testing laboratory" means a facility, entity, or site that offers or performs tests of medical cannabis or medical cannabis products and that is both of the following:

- (1) Accredited by an accrediting body that is independent from all other persons involved in the medical cannabis industry in the state.
- (2) Registered with the State Department of Public Health.



CITY OF NEVADA CITY Cannabis Permit Employee/Owner Background Application

317 Broad Street
Nevada City, CA 95959
(530) 265-2496 Ext. 130

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CANNABIS PERMIT APPLICANT INFORMATION

LAST NAME ON APPLICATION McCommon	FIRST NAME ON APPLICATION [REDACTED]	MIDDLE NAME ON APPLICATION Brooke	BUSINESS NAME ON APPLICATION SABE DBA Bloomfield
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IDENTIFICATION INFORMATION

Social Security Number [REDACTED]	LAST NAME ON SOCIAL SECURITY CARD McCommon	FIRST NAME ON SOCIAL SECURITY CARD [REDACTED]	MIDDLE NAME ON SOCIAL SECURITY CARD B
California Driver's License [REDACTED]	LAST NAME ON CAL. DRIVER'S LIC McCommon	FIRST NAME ON CAL. DRIVER'S LIC [REDACTED]	MIDDLE NAME ON CAL. DRIVER'S LICENSE Brooke

SEX <input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	AGE [REDACTED]	DATE OF BIRTH [REDACTED]	RACE [REDACTED]	HEIGHT [REDACTED]	WEIGHT [REDACTED]	HAIR [REDACTED]	EYES [REDACTED]
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LIST YOUR CURRENT HOME ADDRESS, CITY, ZIP CODE (NO P.O. BOXES ALLOWED) [REDACTED]	CELL PHONE # [REDACTED]
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LIST ANY OTHER NAMES YOU HAVE EVER USED (Maiden, Married, Nicknames, etc.) [REDACTED]	BIRTH COUNTRY/STATE USA/GA	LANGUAGES SPOKEN english/spanish
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CRIMINAL HISTORY

List all arrests or convictions other than infractions for traffic violations.

IF ADDITIONAL SPACE IS NEEDED, ATTACH EXTRA SHEETS TO THIS APPLICATION. PLEASE CAREFULLY READ THE INFORMATION ON THE INSTRUCTION SHEET PRIOR TO FILLING OUT THE APPLICATION. ANY FALSE STATEMENTS, MISLEADING STATEMENTS OR OMISSIONS ON THIS APPLICATION OR ON THE COMMERCIAL CANNABIS BUSINESS APPLICATION SHALL BE GROUNDS FOR DISQUALIFICATION.

#	ARREST DATE	ARRESTING AGENCY / LOCATION / COURT NAME	REASON FOR ARREST / VIOLATION CODE
1			
DISPOSITION (WHAT WAS THE OUTCOME OF THE CASE: Were you sentenced? Did you have to pay a fine? Probation? Parole? Etc.)			
2			
DISPOSITION (WHAT WAS THE OUTCOME OF THE CASE: Were you sentenced? Did you have to pay a fine? Probation? Parole? Etc.)			
3			
DISPOSITION (WHAT WAS THE OUTCOME OF THE CASE: Were you sentenced? Did you have to pay a fine? Probation? Parole? Etc.)			
4			
DISPOSITION (WHAT WAS THE OUTCOME OF THE CASE: Were you sentenced? Did you have to pay a fine? Probation? Parole? Etc.)			

CITY STAFF USE ONLY

DATE / TIME	\$ FEE AMOUNT PAID	RECEIPT #	CITY STAFF'S NAME	CITY DEPARTMENT
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CITY OF NEVADA CITY

Cannabis Permit Employee/Owner Background Application

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ADDITIONAL ARREST INFORMATION

ARREST DATE	ARRESTING AGENCY / LOCATION / COURT NAME	REASON FOR ARREST / VIOLATION CODE
5 DISPOSITION (WHAT WAS THE OUTCOME OF THE CASE: Were you sentenced? Did you have to pay a fine? Probation? Parole? Etc.)		

PRIOR REGULATED CANNABIS EMPLOYERS

BUSINESS NAME	CITY / STATE	PHONE	START DATE	END DATE

STATEMENT OF PERJURY

I DECLARE UNDER THE PENALTY OF PERJURY, UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE FOREGOING IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

APPLICANT SIGNATURE 	JOB TITLE (POSITION ON THE APPLICATION) CEO	DATE 5/28/18
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CRIMINAL BACKGROUND & CREDIT HISTORY INVESTIGATION RELEASE

To Whom It May Concern:

I am an applicant/employee of a Commercial Cannabis Business in Nevada City. I desire and request the City Manager, or Chief of Police of Nevada City, and/or his/her agents, employee or lawful representative(s) to take my photograph and fingerprints or use the information in this application for the purpose of conducting a criminal background check to verify that I meet the qualifications required to obtain a Commercial Cannabis Business Permit to operate or to be employed with such business as required by the City Municipal Code and State Law.

I agree to provide any information requested or deemed necessary to provide to the State of California Department of Justice and the Federal Bureau of Investigation, or any other law enforcement agency or third-party consultant authorized by the City Manager or Chief of Police.

I understand this will serve to disclose any record of arrests to which I have been the subject that resulted in conviction. I further agree to hold Nevada City, its officers, agents, or lawfully delegated representatives, harmless from any action(s) or damages whatsoever or at all which may result from the taking of such fingerprints or forwarding them to the appropriate law enforcement agency for a record check and/or obtaining access to any other documentation which pertains to meeting the qualification for a Commercial Cannabis Business Permit or Employee Permit.

Furthermore, I hereby authorize the City Manager or Chief of Police of the City and/or his/her agents, employee or lawful representative(s) to obtain and review my consumer credit report and/or any other credit related information pertaining to me.

By signing this form, I acknowledge and agree to comply with all the conditions and terms of this application. I also understand that falsifying and/or omitting any information on this application may be grounds for denial of a permit or is grounds for termination of employment per the Nevada City Ordinance.

APPLICANT SIGNATURE 	APPLICANT NAME (PRINT) Brooke McGammon	DATE 5/28/18
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Pre-Employment Background Check Disclosure & Authorization Form

In connection with my application for employment (including contract for services or volunteer services) or tenancy with Nevada City. These consumer reports (investigative consumer reports in California) may include the following types of information: names and dates of previous employers, salary, work experience, education, accidents, licensure, credit (except California), etc. I further understand that such reports may contain public record information such as, but not limited to: my driving record, workers' compensation claims, judgments, bankruptcy proceedings, criminal records, etc., from federal, state and other agencies which maintain such records. In addition, investigative consumer reports as defined by the federal Fair Credit Reporting Act, gathered from personal interviews with former employers and other past or current associates of mine to gather information regarding my work performance, character, general reputation and personal characteristics may be obtained.

I have the right to make a request to the consumer-reporting agency: INTELIFI, Inc. 8730 Wilshire Blvd, Suite 412, Beverly Hills, California 90211; telephone (888) 409-1819 ("Agency"), upon proper identification, to request the nature and substance of all information in its files on me at the time of my request, including the sources of information and the agency, on our behalf, will provide a complete and accurate disclosure of the nature and scope of the investigation covered by the investigative consumer report(s); and the recipients of any reports on me which the agency has previously furnished within the two year period for employment requests, and one year for other purposes preceding my request (California three years). I hereby consent to your obtaining the above information from the agency. You may view our privacy policy at our website: www.intelifi.com . I hereby authorize procurement of consumer report(s) and investigative consumer report(s). If hired (or contracted), this authorization shall remain on file and shall serve as ongoing authorization for you to procure consumer reports at any time during my employment (or contract) period.

California, Minnesota and Oklahoma Applicants: Check box if you request a copy of your consumer report

Notice to California Residents: You have the right under Section 1786.22 of the California Civil Code to contact the Agency during reasonable hours (9:00 a.m. to 5:00 p.m. (PTZ) Monday through Friday) to obtain all information in your file for your review. You may obtain such information as follows: 1) In person at the Agency's offices, which address is listed above. You can have someone accompany you to the Agency's offices. Agency may require this third party to present reasonable identification. You may be required at the time of such visit to sign an authorization for Agency to disclose to or discuss your information with this third party; 2) By certified mail, if you have previously provided identification in a written request that your file be sent to you or to a third party identified by you; 3) By telephone, if you have previously provided proper identification in writing to Agency; and 4) Agency has trained personnel to explain any information in your file to you and if the file contains any information that is coded, such will be explained to you.

Notice to New York Residents: I acknowledge receiving a copy of Article 23A of the NY Correction Law

I AUTHORIZE, WITHOUT RESERVATION, ANY PARTY OR AGENCY CONTACTED BY THE CONSUMER REPORTING AGENCY TO FURNISH THE ABOVE-MENTIONED INFORMATION. I acknowledge that I have been provided a copy of consumer's rights under the Fair Credit Reporting Act.

[Redacted] Brooke McCommon [Redacted]
[Redacted] [Redacted]

[Redacted] [Signature] 05, 28, 18
Applicant's Signature Date

brooke@thebloomfieldco.com Brooke
Email (required in order to receive legal notices) Any other names used

Para informacion en espanol, visite www.consumerfinance.gov/learnmore o escriba a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20006.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20006.**

You may have additional rights under Maine's FCRA, Me. Rev. Stat. Ann. 10, Sec 1311 et seq.

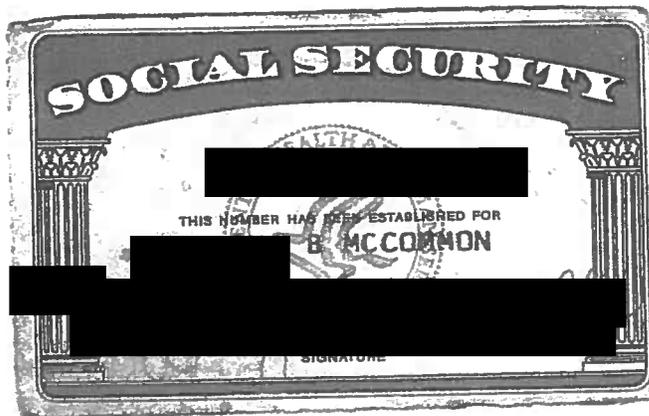
- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identify theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.
 In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer

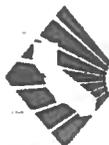
reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.

- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
<p>1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the Bureau:</p>	<p>a. Bureau of Consumer Financial Protection 1700 G Street NW Washington, DC 20006</p> <p>b. Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and insured state branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p>b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480</p> <p>c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Asst. General Counsel for Aviation Enforcement & Proceedings Department of Transportation 400 Seventh Street SW Washington, DC 20590</p>
<p>4. Creditors Subject to Surface Transportation Board</p>	<p>Office of Proceedings, Surface Transportation Board Department of Transportation 1925 K Street NW Washington, DC 20423</p>
<p>5. Creditors Subject to Packers and Stockyards Act</p>	<p>Nearest Packers and Stockyards Administration area supervisor</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Deputy Administrator for Capital Access United States Small Business Administration 406 Third Street, SW, 8th Floor Washington, DC 20416</p>
<p>7. Brokers and Dealers</p>	<p>Securities and Exchange Commission 100 F St NE Washington, DC 20549</p>
<p>8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations</p>	<p>Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090</p>
<p>9. Retailers, Finance Companies, and All Other Creditors Not Listed Above</p>	<p>FTC Regional Office for region in which the creditor operates <u>or</u> Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357</p>





CALIFORNIA ASSOCIATION OF REALTORS

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (C.A.R. Form LR, Revised 6/17)

Date 10/25/2017 (Landlord) and Brooke McCommen, Peter (Tenant) agree as follows:

1. PROPERTY:

- A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described in the Premises are for the sole use as a personal residence by the following named person(s) only:
C. The following personal property, maintained pursuant to paragraph 11, is included: Kitchen appliances or (if checked) the personal property on the attached addendum.

2. TERM: The term begins on (date) November 1, 2017 (Commencement Date). If Tenant has not paid all amounts then due; (i) Tenant has no right to possession or keys to the premises and; (ii) this Agreement is voidable at the option of Landlord, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant (i) in person; (ii) by mail to Tenant's last known address; or (iii) by email, if provided in Tenant's application or previously used by Tenant to communicate with Landlord or agent for Owner. If Landlord elects to void the lease, Landlord shall refund to Tenant all rent and security deposit paid.

- (Check A or B):
A. Month-to-Month: This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date.
B. Lease: This Agreement shall terminate on (date) October 31, 2018 at 10:00 AM/PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.
A. Tenant agrees to pay per month for the term of the Agreement.
B. Rent is payable (or) day of each calendar month, and is delinquent on the next day.
C. If Commencement is on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in prorated second month.
D. PAYMENT: (1) Rent shall be paid by personal check, money order, cashier's check, made payable to wire/electronic transfer, or other direct deposit.
(2) Rent shall be delivered to (name) Resort Property Marketing (whose phone number is) in writing to Tenant (and if checked, rent may be paid personally, between the hours of 9:00 a.m. and 7:00 p.m. on the following days 7 days/wk).
(3) If any payment is returned for non-sufficient funds (NSF) or because tenant stops payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by money order, or cashier's check.
E. Rent payments received by Landlord shall be applied to the earliest amount(s) due or past due.

4. SECURITY DEPOSIT:
A. Tenant agrees to as a security deposit. Security deposit will be transferred to and held by the Owner of the Property or Owner's Broker's trust account.
B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
C. Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.
D. No interest will be paid on security deposit unless required by local law.
E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

Tenant's Initials () () Landlord's Initials () ()





CITY OF NEVADA CITY

Cannabis Permit Employee/Owner Background Application

317 Broad Street
Nevada City, CA 95959
(530) 265-2496 Ext. 130

Page 1 of 2

CANNABIS PERMIT APPLICANT INFORMATION

LAST NAME ON APPLICATION <i>Lardlaw</i>	FIRST NAME ON APPLICATION <i>Peter</i>	MIDDLE NAME ON APPLICATION [REDACTED]	BUSINESS NAME ON APPLICATION <i>SGBE DBA Bloomfield</i>
--	---	--	--

APPLICANT INFORMATION

Social Security Number [REDACTED]	LAST NAME ON SOCIAL SECURITY CARD <i>Lardlaw</i>	FIRST NAME ON SOCIAL SECURITY CARD <i>Peter</i>	MIDDLE NAME ON SOCIAL SECURITY CARD [REDACTED]
California Driver's License [REDACTED]	LAST NAME ON CAL. DRIVER'S LICENSE <i>Lardlaw</i>	FIRST NAME ON CAL. DRIVER'S LICENSE <i>Peter</i>	MIDDLE NAME ON CAL. DRIVER'S LICENSE [REDACTED]

SEX <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	AGE [REDACTED]	DATE OF BIRTH [REDACTED]	RACE [REDACTED]	HEIGHT [REDACTED]	WEIGHT [REDACTED]	HAIR [REDACTED]	EYES [REDACTED]
---	-------------------	-----------------------------	--------------------	----------------------	----------------------	--------------------	--------------------

LIST YOUR CURRENT HOME ADDRESS, CITY, ZIP CODE (NO P.O. BOXES ALLOWED) [REDACTED]	CELL PHONE # [REDACTED]
--	----------------------------

LIST ANY OTHER NAMES YOU HAVE EVER USED (Maiden, Married, Nicknames, etc.)	BIRTH COUNTRY/STATE <i>USA/ca</i>	LANGUAGES SPOKEN <i>english</i>
--	--------------------------------------	------------------------------------

CRIMINAL HISTORY

List all arrests or convictions other than infractions for traffic violations.

IF ADDITIONAL SPACE IS NEEDED, ATTACH EXTRA SHEETS TO THIS APPLICATION. PLEASE CAREFULLY READ THE INFORMATION ON THE INSTRUCTION SHEET PRIOR TO FILLING OUT THE APPLICATION. ANY FALSE STATEMENTS, MISLEADING STATEMENTS OR OMISSIONS ON THIS APPLICATION OR ON THE COMMERCIAL CANNABIS BUSINESS APPLICATION SHALL BE GROUNDS FOR DISQUALIFICATION.

#	ARREST DATE	ARRESTING AGENCY / LOCATION / COURT NAME	REASON FOR ARREST / VIOLATION CODE
1	<i>May 2004</i>	<i>Nevada Highway Patrol</i>	<i>Suspicion of DUI</i>
	DISPOSITION (WHAT WAS THE OUTCOME OF THE CASE: Were you sentenced? Did you have to pay a fine? Probation? Parole? Etc.) <i>Reckless Driving \$1000 Fine 10 hours classes</i>		
2			
	DISPOSITION (WHAT WAS THE OUTCOME OF THE CASE: Were you sentenced? Did you have to pay a fine? Probation? Parole? Etc.)		
3			
	DISPOSITION (WHAT WAS THE OUTCOME OF THE CASE: Were you sentenced? Did you have to pay a fine? Probation? Parole? Etc.)		
4			
	DISPOSITION (WHAT WAS THE OUTCOME OF THE CASE: Were you sentenced? Did you have to pay a fine? Probation? Parole? Etc.)		

CITY STAFF USE ONLY

DATE / TIME	\$ FEE AMOUNT PAID	RECEIPT #	CITY STAFF'S NAME	CITY DEPARTMENT
-------------	--------------------	-----------	-------------------	-----------------



CITY OF NEVADA CITY
Cannabis Permit Employee/Owner
Background Application

317 Broad Street
 Nevada City, CA 95959
 (530) 265-2496 Ext. 130

Page 2 of 2

ADDITIONAL ARREST INFORMATION

ARREST DATE	ARRESTING AGENCY / LOCATION / COURT NAME	REASON FOR ARREST / VIOLATION CODE
5 DISPOSITION (WHAT WAS THE OUTCOME OF THE CASE: Were you sentenced? Did you have to pay a fine? Probation? Parole? Etc.)		

PRIOR REGULATED CANNABIS EMPLOYERS

BUSINESS NAME	CITY / STATE	PHONE	START DATE	END DATE

STATEMENT OF PERJURY

I DECLARE UNDER THE PENALTY OF PERJURY, UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE FOREGOING IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

APPLICANT SIGNATURE <i>*Peter Kyle</i>	JOB TITLE (POSITION ON THE APPLICATION) <i>Secretary</i>	DATE <i>5-28-18</i>
---	---	------------------------

CRIMINAL BACKGROUND & CREDIT HISTORY INVESTIGATION RELEASE

To Whom It May Concern:

I am an applicant/employee of a Commercial Cannabis Business in Nevada City. I desire and request the City Manager, or Chief of Police of Nevada City, and/or his/her agents, employee or lawful representative(s) to take my photograph and fingerprints or use the information in this application for the purpose of conducting a criminal background check to verify that I meet the qualifications required to obtain a Commercial Cannabis Business Permit to operate or to be employed with such business as required by the City Municipal Code and State Law.

I agree to provide any information requested or deemed necessary to provide to the State of California Department of Justice and the Federal Bureau of Investigation, or any other law enforcement agency or third-party consultant authorized by the City Manager or Chief of Police.

I understand this will serve to disclose any record of arrests to which I have been the subject that resulted in conviction. I further agree to hold Nevada City, its officers, agents, or lawfully delegated representatives, harmless from any action(s) or damages whatsoever or at all which may result from the taking of such fingerprints or forwarding them to the appropriate law enforcement agency for a record check and/or obtaining access to any other documentation which pertains to meeting the qualification for a Commercial Cannabis Business Permit or Employee Permit.

Furthermore, I hereby authorize the City Manager or Chief of Police of the City and/or his/her agents, employee or lawful representative(s) to obtain and review my consumer credit report and/or any other credit related information pertaining to me.

By signing this form, I acknowledge and agree to comply with all the conditions and terms of this application. I also understand that falsifying and/or omitting any information on this application may be grounds for denial of a permit or is grounds for termination of employment per the Nevada City Ordinance.

APPLICANT SIGNATURE <i>Pete Kyle</i>	APPLICANT NAME (PRINT) <i>Peter Laidlaw</i>	DATE <i>5-28-18</i>
---	--	------------------------



Pre-Employment Background Check Disclosure & Authorization Form

In connection with my application for employment (including contract for services or volunteer services) or tenancy with Nevada City. These consumer reports (investigative consumer reports in California) may include the following types of information: names and dates of previous employers, salary, work experience, education, accidents, licensure, credit (except California), etc. I further understand that such reports may contain public record information such as, but not limited to: my driving record, workers' compensation claims, judgments, bankruptcy proceedings, criminal records, etc., from federal, state and other agencies which maintain such records. In addition, investigative consumer reports as defined by the federal Fair Credit Reporting Act, gathered from personal interviews with former employers and other past or current associates of mine to gather information regarding my work performance, character, general reputation and personal characteristics may be obtained.

I have the right to make a request to the consumer-reporting agency: INTELIFI, Inc. 8730 Wilshire Blvd, Suite 412, Beverly Hills, California 90211; telephone (888) 409-1819 ("Agency"), upon proper identification, to request the nature and substance of all information in its files on me at the time of my request, including the sources of information and the agency, on our behalf, will provide a complete and accurate disclosure of the nature and scope of the investigation covered by the investigative consumer report(s); and the recipients of any reports on me which the agency has previously furnished within the two year period for employment requests, and one year for other purposes preceding my request (California three years). I hereby consent to your obtaining the above information from the agency. You may view our privacy policy at our website: www.intelifi.com . I hereby authorize procurement of consumer report(s) and investigative consumer report(s). If hired (or contracted), this authorization shall remain on file and shall serve as ongoing authorization for you to procure consumer reports at any time during my employment (or contract) period.

California, Minnesota and Oklahoma Applicants: Check box if you request a copy of your consumer report

Notice to California Residents: You have the right under Section 1786.22 of the California Civil Code to contact the Agency during reasonable hours (9:00 a.m. to 5:00 p.m. (PTZ) Monday through Friday) to obtain all information in your file for your review. You may obtain such information as follows: 1) In person at the Agency's offices, which address is listed above. You can have someone accompany you to the Agency's offices. Agency may require this third party to present reasonable identification. You may be required at the time of such visit to sign an authorization for Agency to disclose to or discuss your information with this third party; 2) By certified mail, if you have previously provided identification in a written request that your file be sent to you or to a third party identified by you; 3) By telephone, if you have previously provided proper identification in writing to Agency; and 4) Agency has trained personnel to explain any information in your file to you and if the file contains any information that is coded, such will be explained to you.

Notice to New York Residents: I acknowledge receiving a copy of Article 23A of the NY Correction Law

I AUTHORIZE, WITHOUT RESERVATION, ANY PARTY OR AGENCY CONTACTED BY THE CONSUMER REPORTING AGENCY TO FURNISH THE ABOVE-MENTIONED INFORMATION. I acknowledge that I have been provided a copy of consumer's rights under the Fair Credit Reporting Act.

Peter Laidlaw

Print Name

Social Security #

Date of Birth

Pete K. La

Applicant's Signature

Date

5, 28, 18

Pete@thebloomfieldco.com

Email (required in order to receive legal notices)

Pete

Any other names used

Para informacion en espanol, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20006.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20006.**

You may have additional rights under Maine's FCRA, Me. Rev. Stat. Ann. 10, Sec 1311 et seq.

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identify theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.
 In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer

reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.

- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
<p>1. a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the Bureau:</p>	<p>a. Bureau of Consumer Financial Protection 1700 G Street NW Washington, DC 20006</p> <p>b. Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and insured state branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p>b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480</p> <p>c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Asst. General Counsel for Aviation Enforcement & Proceedings Department of Transportation 400 Seventh Street SW Washington, DC 20590</p>
<p>4. Creditors Subject to Surface Transportation Board</p>	<p>Office of Proceedings, Surface Transportation Board Department of Transportation 1925 K Street NW Washington, DC 20423</p>
<p>5. Creditors Subject to Packers and Stockyards Act</p>	<p>Nearest Packers and Stockyards Administration area supervisor</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Deputy Administrator for Capital Access United States Small Business Administration 406 Third Street, SW, 8th Floor Washington, DC 20416</p>
<p>7. Brokers and Dealers</p>	<p>Securities and Exchange Commission 100 F St NE Washington, DC 20549</p>
<p>8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations</p>	<p>Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090</p>
<p>9. Retailers, Finance Companies, and All Other Creditors Not Listed Above</p>	<p>FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357</p>



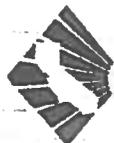
SOCIAL SECURITY

THIS NUMBER IS RESERVED FOR
[REDACTED]
PETER [REDACTED] DE LAW



[Handwritten Signature]

SIGNATURE



CALIFORNIA ASSOCIATION OF REALTORS

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (C.A.R. Form LR, Revised 6/17)

Date 10/25/2017 [redacted] ("Landlord") and [redacted] ("Tenant") agree as follows:

- 1. PROPERTY: A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: [redacted] the sole use as a personal residence by the following named person(s) only: [redacted] C. The following personal property, maintained pursuant to paragraph 11, is included: Kitchen appliances or (if checked) the personal property on the attached addendum. D. The Premises may be subject to a local rent control ordinance
2. TERM: The term begins on (date) November 1, 2017 ("Commencement Date"). If Tenant has not paid all amounts then due; (i) Tenant has no right to possession or keys to the premises and; (ii) this Agreement is voidable at the option of Landlord, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant (i) in person; (ii) by mail to Tenant's last known address; or (iii) by email, if provided in Tenant's application or previously used by Tenant to communicate with Landlord or agent for Owner. If Landlord elects to void the lease, Landlord shall refund to Tenant all rent and security deposit paid. (Check A or B): A. Month-to-Month: This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date. B. Lease: This Agreement shall terminate on (date) October 31, 2018 at 10:00 AM/PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.
3. RENT: "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit. A. Tenant agrees to pay [redacted] per month for the term of the Agreement. B. Rent is payable in advance (or [] day of each calendar month, and is delinquent on the next day. C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in prorated second month. D. PAYMENT: (1) Rent shall be paid by [X] personal check, [] money order, [] cashier's check, made payable to [redacted], [] wire/electronic transfer, or [X] other direct deposit (2) Rent shall be delivered [redacted] (whose phone number is) [redacted] (and [X] if checked, rent may be paid personally, between the hours of 9:00 a.m. and 7:00 p.m. on the following days 7 days/wk). (3) If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by [] money order, or [X] cashier's check. E. Rent payments received by Landlord shall be applied to the earliest amount(s) due or past due.
4. SECURITY DEPOSIT: A. Tenant agrees to pay [redacted] as a security deposit. Security deposit will be [] transferred to and held by the Owner of the Premises [redacted] owner's Broker's trust account. B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant. C. Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified. D. No interest will be paid on security deposit unless required by local law. E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

Tenant's Initials () ()

Landlord's Initials () ()

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LR REVISED 6/17 (PAGE 1 OF 7)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 1 OF 7)



ARTS-MU

Articles of Incorporation of a Nonprofit Mutual Benefit Corporation

39171130

To form a nonprofit mutual benefit corporation in California, you can fill out this form or prepare your own document, and submit for filing along with:

- A \$30 filing fee.
- A separate, non-refundable \$15 service fee also must be included, if you drop off the completed form or document.

Important! Nonprofit corporations in California are not automatically exempt from paying California franchise tax or income tax each year. For information about tax requirements and/or applying for tax-exempt status in California, go to https://www.ftb.ca.gov/businesses/exempt_organizations or call the California Franchise Tax Board at (916) 845-4171.

Note: Before submitting this form, you should consult with a private attorney for advice about your specific business needs.

FILED
Secretary of State
State of California
JUN 13 2016
IPC

This Space For Office Use Only

For questions about this form, go to www.sos.ca.gov/business/be/filing-tips.htm

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

1 The name of the corporation is SGBE, Inc.

Corporate Purpose

2 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.

Service of Process (List a California resident or an active 1505 corporation in California that agrees to be your initial agent to accept service of process in case your corporation is sued. You may list any adult who lives in California. You may not list your own corporation as the agent. Do not list an address if the agent is a 1505 corporation as the address for service of process is already on file.)

3 a. Registered Agents Inc.

Agent's Name

b. CA
Agent's Street Address (if agent is not a corporation) - Do not list a P.O. Box City (no abbreviations) State Zip

Corporate Addresses

4 a. 150 Alpine Rd. Alpine Meadows, CA 96145
Initial Street Address of Corporation - Do not list a P.O. Box City (no abbreviations) State Zip

b. 2036 Nevada City Hwy #553 Grass Valley, CA 95945
Initial Mailing Address of Corporation, if different from 4a City (no abbreviations) State Zip

Additional Statements (The following statements are for tax-exempt status in California.)

- 5 a. The specific purpose of this corporation is to
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.

This form must be signed by each incorporator. If you need more space, attach extra pages that are 1-sided and on standard letter sized paper (8 1/2" x 11"). All attachments are made part of these articles of incorporation.

[Redacted signature] McCommon
Incorporator's Sign Here

[Redacted signature] McCommon
Print your name here

Make check/money order payable to: Secretary of State
Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee.

By Mail
Secretary of State
Business Entities, P.O. Box 944260
Sacramento, CA 94244-2600

Drop-Off
Secretary of State
1500 11th Street., 3rd Floor
Sacramento, CA 95814



CONFIDENTIAL

SGBE DBA Bloomfield

Our Loving Hands, Our Fertile Soil

Business plan
Prepared May 2018

Contact Information

Brooke McCommon-Laidlaw
brooke@thebloomfieldco.com
334-704-4199
WWW.THEBLOOMFIELDCO.COM

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Company

Overview

Introduction

Bloomfield is an established brand name located in Nevada County seeking to boost local economy and community through both a manufacturing and distribution license in Nevada County. With a dedication to the area and a long term desire to support local business, founder Brooke and Co-founder Peter, would like to open the manufacturing and distribution market and possibilities for local farmers allowing a means for Nevada county products to get to market. Outsourcing dried flower and trim for manufacturing from local brands and farmers that are also licensed and compliant as well as organic and sustainable is priority. Not only should manufactured products, whether it be extracts, edibles, salves, or tinctures be produced from local cultivation, but it should also be the highest quality product available. Distribution at the same facility then allows for less transport and outside hands to be involved in the production, packaging, and transportation of product, which allows Bloomfield to be responsible for ensuring proper compliance through both the manufacturing and distribution processing.

Bloomfield will build the supply chain infrastructure for safe, secure and affordable distribution of legal medical cannabis, operate in continuous compliance with state and local regulations, and take proactive measures to mitigate impacts to community and the environment.

Ownership & Structure

SGBE, INC is registered as a Non-Profit Mutual Benefit. Our two founders, Brooke McCommon and Peter Laidlaw, are co-owners with equal shares. At this point in time, there are no outside investors, though the company may seek investors in the future.

Once SGBE obtains a state permit, the company will shift business entities to a for profit structure and form a C-Corp. Due to current regulations, the company is currently set up as a non-profit collective.

Licenses

As of January 2018, the state of California began issuing licenses to cannabis businesses.

- **Manufacturing:** Bloomfield will apply for a Type 6 to manufacture oils, distillate, topicals, tinctures, rosin and cold water extracts. Bloomfield anticipates applying for all licenses listed in July 2018. A Type N license may be added in the future.
 - Pricing
- **Distribution:** Distributor Tier II license will allow Bloomfield to distribute products made at the facility and other local companies products.
 - State Application Fee: \$1,000
 - State Annual License Fee- \$1,200
- Local Fees for Nevada City
 - Primary- \$1550
 - Secondary- \$775
 - \$300 per Principal

Team

Qualification of Principals

Brooke McCommon-Co-Founder, CEO

Brooke graduated from Auburn University, where she studied International Business, Spanish and Feminist theory. She also attended La Universidad de Alcala in Spain to further her Spanish and business degree before moving to Northern California, where she started a successful marketing and event planning company, Sierra Living. She also has a background with management and economic development experience. In 2010, Brooke founded a non-profit in North Lake Tahoe, The Got Love Foundation. The

Foundation raised funds for cancer patients seeking financial help and alternative medical treatment. After seeing the beneficial healing powers of cannabis, Brooke was driven to learn more about plant medicine. With the changes in California medical regulations, Brooke Co-founded Bloomfield, to be able to continue to deliver medicine to patients. Together, Brooke and Pete make the ideal team that encompasses the farming and business needs of the company. Brooke is also very devoted in shaping local policy and helped organize the Political Actions Committee for No on W campaign in 2016, which helped to overturn a ban on cultivation in Nevada County. Brooke continues her activism through the Nevada County Cannabis Alliance and California Growers Association. Shaping policy to allow for patients access to safe medicine, protecting the cottage farmer and economic growth for Nevada County have become per passions.

Peter Laidlaw-Co-Founder, Secretary

Peter attended the University of Reno and studied business. He specializes in cannabis concentrates and sustainable farming practices and has extensive knowledge in developing a soil web food system. After co-founding Bloomfield, Peter helped establish the Bloomfield Farming Guidelines, where he helped find the farming standards and best management practices. He believes true medical grade cannabis must be cultivated on the cottage level and advocates for protecting the small farmer. Pete supports the efforts of the California Growers Association to reinstate the one acre cap, which he believes with protect the environment, industry and patient.

Manufacturing

Summary

Overview

Bloomfield will be manufacturing Co2 oil, rosin, salves, tinctures and distillate to be made available to the growing interest of a wide spectrum of consumers. Bloomfield will comply with all state and locally mandated requirements for the absolute safety of all employees.

Bloomfield believes the best cannabis comes from a Co-op of small farms that grow with precision and organic, sustainable practices which is why we work with carefully selected licensed farms that are vetted through the Bloomfield Certification Program. This is a program we worked to form in conjunction with The Cannabis Conservancy (TCC) that takes a holistic approach to assure the most high quality, organic, and sustainable cannabis is grown, processed, and provided. Bloomfield will use flower and raw cannabis materials grown by licensed farms to manufacture our products.

The Bloomfield co-op model supports the consumer knowing the background of their cannabis, their oil, and their farmer. Setting a standard for farmers within the Co-op and making that information available will give the consumer the initial knowledge of the product. Immediately they know that anything with the Bloomfield certification has been approved and grown in the most sustainable, organic manner. This is the first step of informing.

The Bloomfield Certification program was founded in 2016 to set guidelines that all farmers must adhere to and seasonally pass inspections. The requirements are strictly enforced and each farmer goes through a training process to learn about organic sustainable farming, pest management practices and staying current with state and county regulations. Meetings are held throughout the year to keep all farmers up to date on regulations and additional training on farming techniques.

Bloomfield will be working closely with other local licensed farms that are also in compliance. We believe it will allow farms that do not have the means or ability to establish a brand an outlet for their products. Bloomfield sourcing cannabis and trim for processing will allow the manufacturing facility to support and boost the local economy and members of the community, as well as allow for small farmer to farmer relationships. Having a close knit relationship with the origin of their medicine will also allow the consumer to know their farmer and be more comfortable with their consumption when a product has a Bloomfield label. Bloomfield offers a product that allows smokers to consume the appropriate superior medicine and raises the standard for other extract processes.

Market

The customer base is growing rapidly, providing huge opportunities for new product entrants. With widespread legalization happening, more newcomers are entering the cannabis industry and getting introduced to vaporizing. The adoption rate will continue to increase in the coming years.

Bloomfield's target consumer would be someone who wants to explore medicine in a healthy way, with a more holistic approach, allowing their impact on the local economy as well as the environment to be positive. In other, more southern areas of the state, there is a high demand for sun-grown flower as it is more of a niche market to us locally. Providing a facility through which our local market can thrive will then provide other markets with their demands.

Baby boomers and millennials alike are demanding more extract options. It allows a discreet and odor free way to consume cannabis during their day no matter if they are at work or with friends.

Millennials are more informed shoppers than older generations. More than 70% of 18-34 year olds recently surveyed by The Intelligence Group said they research options online before going to a store. The digital age of information will prove to be an opportunity. The thirst for knowledge is high. Making the information available is the first step to an informed purchase and use of cannabis.

People experiencing health issues and are increasingly looking to cannabis for healing. Smoking is hard on the lungs and vaporizing is appealing for the health benefits. Baby Boomers may not be up on the latest technology, but they welcome new tools that make life easier. In general, this group spends less time on social media and will require education of the products and extracts before committing to use.

Competition

Competitive Forces.

The vaporizer industry is highly competitive, given its infancy. In 2015, the retail vaping industry reached approximately \$3.5 billion, more than twice the \$1.7 billion estimate for 2013. There are many competitors in this market, but few that fill the premium, high quality niche. High returns are opening the doors for new entrants and investors that are willing to play in the once taboo field.

Protocol

Bloomfield will establish and follow a written master protocol for all product formulations and all batch sizes to ensure consistency of manufactured products. It will identify each stage of manufacturing which will require control to ensure the consistency, and quality of all manufactured products and put in place a protocol to be followed.

Protocols will include:

- Specifications for each step of the manufacturing process to ensure consistency and quality, as well as specifications of labeling and packaging finished product.
- Procedures for batch and product sampling, ensuring proper samples are submitted to ensure consistency and safety of manufactured product.

- Written production record for every extraction and production batch.
- UID's as well as batch number of the finished batch of cannabis product and UID's of all cannabis product used in each batch.
- Record of date and time for equipment maintenance, cleaning, and sanitization.
- Results obtained during any monitoring operation conducted during production.

Each individual package of cannabis product will be assigned a unique UID, and a separate UID will be assigned for all batches and boxes. Before transferring title or custody to a distributor the Bloomfield will ensure a shipping manifest and purchase order/invoice is created to accompany the product in transit, along with any applicable certificate of analysis and cultivation taxes due.

Good Manufacturing Practices

A good manufacturing practices (GMP) certification program provides independent verification that the basic manufacturing practices and prerequisites for implementation of an effective Hazard Analysis Critical Control Plant (HACCP) food safety program are followed. Compliance with GMP requires common sense sanitation and manufacturing practices as applicable to all food processing (and similar) facilities. The Bloomfield will engage in a certification program for the development of a comprehensive set of SOP's and proper facility design to ensure all GMP standards are met.

The Bloomfield will take all necessary precautions to protect against allergen and pathogen cross-contamination of product, work surfaces and product packaging. This includes ensuring product remains free of contamination by any foreign substances including perspiration, hair, saliva etc.

Our product charting protocols will include:

- Name and intended cannabinoid concentration per serving and unit of all cannabis products manufactured, along with a log of the weight or measure of all added ingredients used during manufacture.
- A complete list of components to be used during the manufacture of all products, with accurate statement of the weight or measure of each component.
- Identity and weight or measure of all ingredients to be declared on product labelling.
- Theoretical yield for each step of product manufacturing which requires control to ensure quality and consistency of finished product.
- Expected yield of finished product for each manufacturing protocol.

Quality Control Testing

To achieve the goal of distributing only safe and trusted cannabis products Bloomfield will partner with SC Labs, an analytical testing facility trusted for accurate analysis of cannabis and cannabis products. As our partner in ensuring the safety and accuracy of our products, SC Labs will provide fast, affordable and accurate cannabis analytics for potency and product safety using lab-validated methodologies. All batches of starting material as well as finished product will be tested to ensure accuracy of dosing as well as for the presence of any pesticides or harmful pathogens.

Expectations



Distribution

Summary

Bloomfield's focus has and will continue to be keeping all their cannabis products grown in Nevada County and to continue to develop the Bloomfield Co-op. The Bloomfield Co-op is currently working on updated organic guidelines and requirements for all gardens. The vision for Bloomfield is to help other boutique, organic farmers get their products to market. Bloomfield strives to work together with their network they call, The Family of Famers. The brand experience will continue to provide a competitive advantage if Bloomfield establishes itself as the leader in its niche that only provides the highest grade of organic medicinal cannabis.

The Co-op model focuses on keeping products local to Nevada county and boosts the farmer economy locally. Bloomfield standards require that everything be purchased within a 90 mile radius ensuring local economic support.

The local community in Nevada County includes a large web of generationally successful farmers. A distribution facility with direct connections to dispensaries allows a product outlet for those seeking to be compliant and the ability to continue to succeed. Not having a distribution facility locally, forces farmers to take their product elsewhere in order to get the products to market.

The place of sale should also be a place of knowledge for the consumer. The budtenders must be informed about the product they are providing. Be informed in order to inform the patients. Setting up demonstration days to provide proper procedure information of each product and allow an informative purchase and also breaking the stigma of the industry.

We have also decided to begin including a "strain card" with each purchase of flower as well as with the vape kits. The strain cards will describe in detail the strains included within the vape or flower's scent, appearance, genetic line, effects, varietal, and best time of use.

So often the origin of the product itself is not available to the consumer. At Bloomfield we find it extremely crucial to have information not only on the product, but also the farmer. Knowing the farmer is not something that has been overly sought out or available in the past with the regulations that were in place. Much like the rest of the agricultural industry the consumer should have access to this information connecting consumers to the farmers in the industry. Having the manufacturing and distribution both done within one facility allows for a more direct and intimate relationship with dispensaries. This will provide proper education on products as well as the process itself to the dispensaries and then directly to the consumer. The more direct the connection the more accurate the information. With this we have also decided to begin including a “strain card” with each item manufactured and distributed. The strain cards will describe in detail the strains included within the vape or flower’s scent, appearance, genetic line, effects, varietal, and best time of use.

Another benefit of having the manufacturing facility include local distribution capabilities, there is a lower risk of unnecessary waste. The facility will implement its own procedures to ensure proper rotation and dating of products. Practicing first in, first out (FIFO) procedures will keep products in proper rotation and eliminate a middle man and the possibility of error if both facilities are under a single operator.

In addition to having our own distribution abilities we have strategically partnered with a state licensed distribution facility based out of West Sacramento who will provide large scale quarantine facilities on a needed basis. Gold Mountain Distribution has met all state and local compliance guidelines. Having the ability to hold our own self distribution license allows for proper cross docking and transfer of local products in the most economical and stream lined manner.

Through the distribution license, Bloomfield will be certain to check packing and be sure it meets all state and local childproof, tamper evident, and labeling requirements, as well as UID numbers and updated labeling requirements once the track and trace system has been implemented. Bloomfield will also meet all other state and local distribution requirements such as taxation, testing, transportation and quality assurance.

Products

- Vape pen cartridges
- Co2 oil
- Rosin
- Distillate
- Tinctures
- Rosin Concentrates
- Prerolls
- Infused Prerolls
- Bloomfield Vape Kits

Bloomfield has designed a sleek vape kit that allows for four strains to be included in each kit. The kit charges all four pens and allows patients to medicate discreetly.



Competition

Current Alternatives

There are numerous cannabis brands emerging in the California market place such as Legion of Bloom, Absolute Extracts and Alpine. We don't see them as direct competition, but would rather have the opportunity to with these already established, compliant brands and offer distribution services for their products. This will open a

relationship with other local businesses within the community built through unique, high end products that are produced, manufactured, and distributed with pride.

Our Advantages

1. The wellness industry is extremely profitable as acceptance for both vaping and cannabis continues to grow. With its continued growth, so will the total vaporizer market and increase in demand for a high quality medicine.
2.
 1. Bloomfield provides high quality products built with customers' needs in mind.
 2. Because the industry is new, many people are hesitant to try cannabis or they are just unaware of the benefits and features. This is an area in which Bloomfield can perform B2C education and encourage adoption of holistic alternatives. Bloomfield can build trust and establish itself as a leader in the market by publishing educational material, how to videos, etc.
 3. Focus on Bloomfield's all-in-one aspect. Manufacturing Turing and distributing in one facility will eliminate extra hands, Time, processing, and possible errors.

Execution

Operations

Proposed Hours

Hours of Operations: Monday- Sunday 7am-7pm

Delivery Hours: Monday- Friday 8am-5pm

Day To Day Operations

Consistent with the regulatory framework outlined by the department of public health (DPH), Bloomfield will manufacture legal medical cannabis products using solvent extraction techniques and will formulate and produce a line of infused cannabis topicals, tinctures, concentrates, vaporizer cartridges as well as a limited line of edibles.

Daily operations include manufacturing the following

- The distillation of rosin
- Pre-rolls
- Salves and tinctures
- Procuring cannabis material from permitted suppliers
- Holding cultivation tax amounts for transfer to a permitted distributor
- Extraction of cannabis material utilizing cold ethanol
- Extraction of cannabis material utilizing supercritical co2
- Purification of cannabis extracts utilizing short path distillation
- Infusing topicals, edibles, tinctures and pre-rolls with cannabis extract
- Packaging products and ensuring the contents are safe for consumption and meet strict testing criteria as established by the state

Materials for the products will be sourced from small farms and will focus on obtaining local products as a priority once Nevada County has issued cannabis cultivation permits.

The packaging department will be responsible filling, preparing, and labeling products for distribution.

Our distribution office will oversee and maintain operations and relationships with dispensaries.

Subcritical and Supercritical Extractions

Brief summary of extraction:

Bloomfield specializes in subcritical & supercritical CO2 cannabinoid extraction and refinement. In addition to extraction, we also remove all of the unwanted particles from the raw extracted oils such as lipids and waxes through an organic chemistry process known as winterization. In addition to organic winterization, we also created a patent pending process that allows us to preserve more terpenes than any other extraction company in the country. As a result, our final product tastes like it smells on the plant, awesome. From there we use the short path distillation method to turn even the dirtiest extractions into clear, pure THC or CBD distillate.

Compliance

Bloomfield believes in practicing compliantly to promote the benefit of the entire community. Within our staff is a Local Compliance Planner that attends all workshops, meetings, and conferences that provides local and state compliance information. The Compliance Planner has attended workshops on the track and trace system that the state will be implementing once the annual licenses are put into place. Bloomfield will continue to follow the current local and state law and ready for the new laws once they have been issued.

Waste Management

Bloomfield will be compliant with the BCC waste section 5055, the California department of fish and wildlife, all state laws, and local fire departments. To help streamline waste management requirements, all businesses located at New Mohawk will be using a waste management service. This streamline approach will help mitigate traffic and remove waste in an efficient manner. Attached you will find a waste management company we have decided upon and the services they provide. "With

10,000 new California cannabis licenses, there is an estimated one billion pounds of expected extra California waste to manage” Bloomfield will be taking measures to reduce waste and be compliant with the laws already in place.

Labor and Employment

Bloomfield’s proposed manufacturing facility at 138 New Mohawk Rd will employ the following positions:

- General manager
- Assistant manager
- Lab director
- Lab assistant (2)
- Packaging supervisor
- Office assistant

Bloomfield plants to hire a total of 4 employees in the first six months of operation. Our goal is to hire locally and continue to support the local community.

Employee conduct:

All Bloomfield employees will be trained on rules outlines in the Business Plan, Security Plan, SOPs, Heat Illness Prevention Plan, and our Illnes and Injury Prevention Program. This include appropriate behavior in an around the facility. No nuisance creating activity, such as loud noise or alcohol consumption will be tolerated on or around the site. Employees will be instructed to maintain professionalism and good neighborly relations.

Equipment & Tools

Equipment utilized in our manufacturing facility will include:

- Apex 2000psi 20l supercritical co2 extraction unit. The apex20l extraction unit utilizes high pressure co2 to extract a material column of cannabis material before recapturing used co2. This results in a closed system which safelyproduces a cannabis concentrate.

- 25 Gallon jacketed stainless steel process reactor. This will contain cannabis material and ethanol solvent inside a sealed and agitated vessel to minimize release of ethanol vapors. The stainless steel unit will be loaded with cannabis material and 200 proof ethanol before being sealed. The outer jacket will be attached to a Genius Extraction Systems cryogenic recirculating chiller which will lower the temperature of extraction, while an internal solvent safe pump will create agitation of the solvent to facilitate extraction. After a set time the solvent will be drained directly to rotary evaporator for recovery. After draining of liquid ethanol heat and vacuum are applied to remove residual ethanol which is condensed for re-use, limiting release of ethanol vapor.
- 20l rotary evaporator. The ecovap rotary evaporator will recycle the liquid ethanol solvent utilizing a heated water bath and vacuum, resulting in clean ethanol solvent for re-use and a concentrated cannabis extract. Vacuum will be supplied using Edwards 2 stage rotary vane vacuum pump.
- A 2l buchner funnel along with a 5l filtration flask will be used to filter cold cannabis concentrate dissolved in methyl alcohol by using vacuum pressure, removing waxes and lipids and resulting in a higher purity extract.
- A 5l summit research short path distillation unit will be utilized in combination with a welch duo-seal belt drive vacuum pump to purify cannabis extract through distillation. The filtered cannabis extract is loaded into a 5l boiling flask which is heated with a 1000w heating mantle and stirred using a VWR 600-HPS magnetic heat/stir plate while subjected to high vacuum. This results in distillation of the cannabinoid fraction, which is condensed using short path distillation head and a thermo scientific thermochill 2 recirculating lab chiller.
- Torchtech 510 THC/CBD oil vape pen cartridge automated filler will be utilized for the filling of disposable vaporizer pen cartridges with cannabis concentrates.

Local Economic Impact

Local Enterprises

Founders Brooke and Pete have lived in the Nevada City area supporting the local economy for ten years through use of businesses such as B&C Hardware, Hillsflat Lumber, House of Print and Copy, 7 Rays Marketing, David Franco, CPA, and many others on a daily basis. This facility would simply allow a more intensive support of local economy through business expenditure as well as community support.

Nevada County has a niche for high quality, outdoor, sun-grown cannabis. New regulations have presented huge opportunities for local growth within the community. Having a manufacturing and distribution facility available locally, allows all of the revenue generated by the business to remain within the community through the continued use of other local businesses. Providing a service for the small family of farmers that already exist within the county is crucial. If there is no facility such as this one, farmers will be forced to seek business services elsewhere to be able to survive. Bloomfield will provide a place for local farmers that are not equipped, capable, or experienced to manufacture and distribute their own products a place to execute on a local level. This will allow more farmers that desire compliance the ability to do so as well as allowing consumers to know that the Bloomfield label means a high quality product.

Community Benefits

Bloomfield currently works with local non-profit organizations such as:

- Nevada County Cannabis Alliance - Bloomfield is a member and volunteers in local efforts. The CEO, Brooke McCommon has volunteered to organize meetings and outreach in Truckee and stays involved in the Nevada County cannabis development process.
- Got Love Foundation - Bloomfield works with this amazing non-profit to raise money for local cancer patients who wish to seek alternative medicine treatment.

Thousands of dollars have been raised to send patients to the Oasis of Hope facility and to cover medical cannabis treatments.

- Sierra Gold Branding Co-op - Bloomfield helped to co-found the cooperative to collaborate with other Nevada County. Rands and work together to brand Nevada County itself. The cooperative has tra,e,ed around the state to bring awareness to the organic cannabis farming movement in our amazing county.

Environmental Benefits

The manufacturing and distribution facility itself will be equipped with energy efficient systems for heating, cooling, and ventilation. This will leave the smallest impact on the environment from seed to sale.

Bloomfield's certification program has been implemented to ensure sustainable practices are being performed throughout the entire process of cannabis production. The goal is to create a quality product with minimal environmental impact. Through the certification process, farmers will have access to informational meetings, conferences, on site demo days, as well as information posted online to provide in depth education on sustainable cannabis farming.

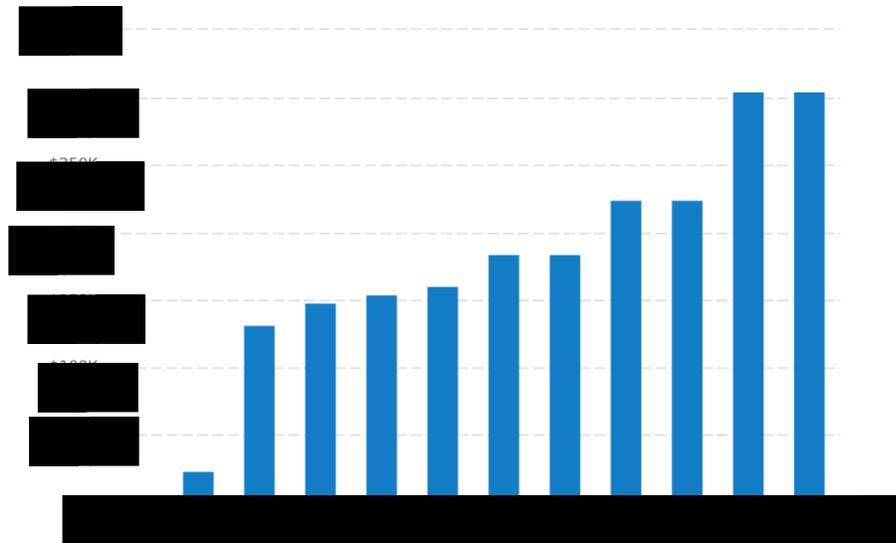
Milestones & Metrics

Milestone	Due Date	Who's Responsible	Details
Submit Nevada City Manufacturing and Distributin Application	May 31, 2018	Brooke McCommon	Complete all areas requested for the local application
Finalize Contruction Plans	June 12, 2018	Peter Laidlaw	
Begin Constructin of Facility	July 19, 2018	Peter Laidlaw	After approval, begin construction of the facility
Planning Commsion Presentation	July 19, 2018	Brooke McCommon	
Begin Operation	August 29, 2018		
Apply for State Permit	July 30, 2019		
Complete Buildout	August 15, 2019	Brooke Laidlaw	Install camera system, alarm system, odor mitigation, flooring, HVAC

Financial Plan

Forecast

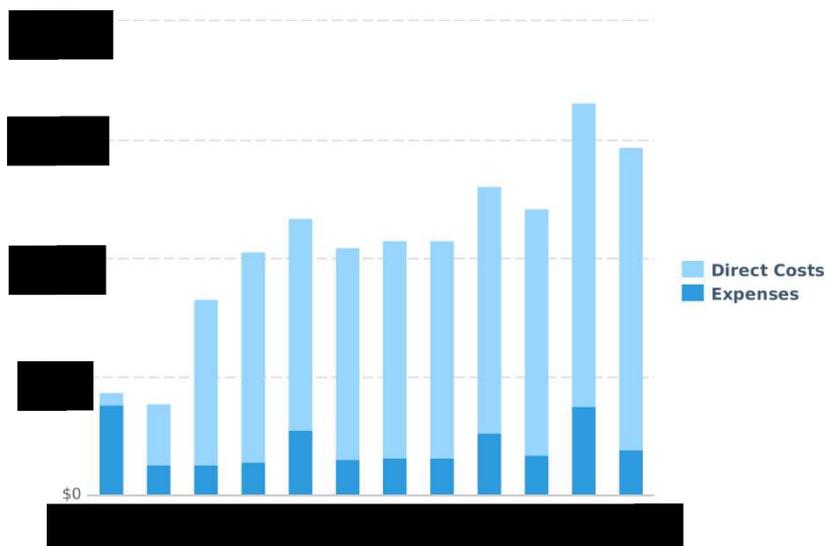
Revenue by Month



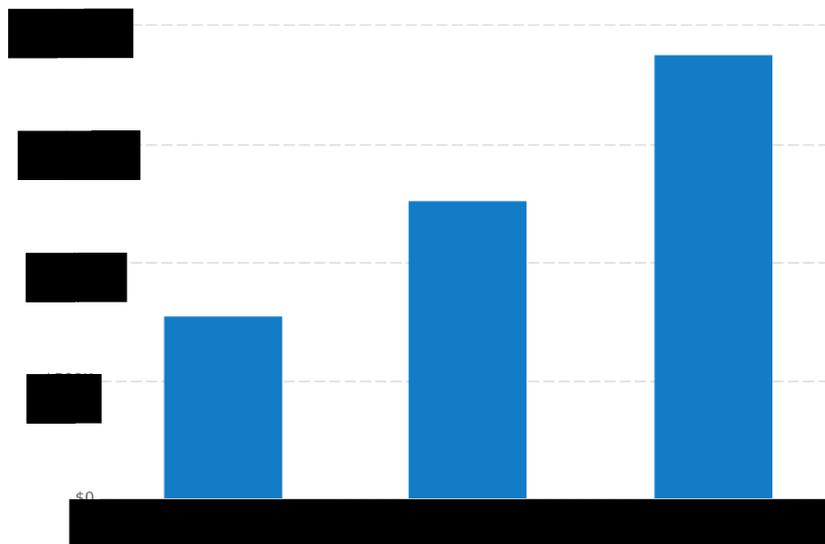
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Expenses by Month



Net Profit (or Loss) by Year



Financing

Use of Funds

Sources of Funds

Statements

Projected Profit & Loss

	FY2019	FY2020	FY2021
Revenue	[REDACTED]	[REDACTED]	[REDACTED]
Direct Costs	[REDACTED]	[REDACTED]	[REDACTED]
Gross Margin	[REDACTED]	[REDACTED]	[REDACTED]
Gross Margin %	[REDACTED]	[REDACTED]	[REDACTED]
Operating Expenses			
Lab Facility	[REDACTED]	[REDACTED]	[REDACTED]
Marketing Materials	[REDACTED]	[REDACTED]	[REDACTED]
Packaging Materials	[REDACTED]	[REDACTED]	[REDACTED]
Extraction Machine Maintance	[REDACTED]	[REDACTED]	[REDACTED]
Utlities- Wifi, Phone	[REDACTED]	[REDACTED]	[REDACTED]
Legal Expenses	[REDACTED]	[REDACTED]	[REDACTED]
Marketing Agency	[REDACTED]	[REDACTED]	[REDACTED]
Construction	[REDACTED]	[REDACTED]	[REDACTED]
Total Operating Expenses	[REDACTED]	[REDACTED]	[REDACTED]
Operating Income	[REDACTED]	[REDACTED]	[REDACTED]
Interest Incurred			
Depreciation and Amortization			
Income Taxes	[REDACTED]	[REDACTED]	[REDACTED]

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Total Expenses

[REDACTED]

Net Profit

[REDACTED]

[REDACTED]

Net Profit / Sales

[REDACTED]

Projected Balance Sheet

	FY2019	FY2020	FY2021
Cash	[REDACTED]	[REDACTED]	[REDACTED]
Accounts Receivable	[REDACTED]	[REDACTED]	[REDACTED]
Inventory	[REDACTED]	[REDACTED]	[REDACTED]
Other Current Assets	[REDACTED]	[REDACTED]	[REDACTED]
Total Current Assets	[REDACTED]	[REDACTED]	[REDACTED]
Long-Term Assets	[REDACTED]	[REDACTED]	[REDACTED]
Accumulated Depreciation	[REDACTED]	[REDACTED]	[REDACTED]
Total Long-Term Assets	[REDACTED]	[REDACTED]	[REDACTED]
Total Assets	[REDACTED]	[REDACTED]	[REDACTED]
Accounts Payable	[REDACTED]	[REDACTED]	[REDACTED]
Income Taxes Payable	[REDACTED]	[REDACTED]	[REDACTED]
Sales Taxes Payable	[REDACTED]	[REDACTED]	[REDACTED]
Short-Term Debt	[REDACTED]	[REDACTED]	[REDACTED]
Prepaid Revenue	[REDACTED]	[REDACTED]	[REDACTED]
Total Current Liabilities	[REDACTED]	[REDACTED]	[REDACTED]
Long-Term Debt	[REDACTED]	[REDACTED]	[REDACTED]
Total Liabilities	[REDACTED]	[REDACTED]	[REDACTED]
Paid-In Capital	[REDACTED]	[REDACTED]	[REDACTED]
Retained Earnings	[REDACTED]	[REDACTED]	[REDACTED]
Earnings	[REDACTED]	[REDACTED]	[REDACTED]
Total Owner's Equity	[REDACTED]	[REDACTED]	[REDACTED]
Total Liabilities & Equity	\$228,157	\$2,100,000	\$1,000,700

Projected Cash Flow Statement

	FY2019	FY2020	FY2021
Net Cash Flow from Operations			
Net Profit			
Depreciation & Amortization			
Change in Accounts Receivable			
Change in Inventory			
Change in Accounts Payable			
Change in Income Tax Payable			
Change in Sales Tax Payable			
Change in Prepaid Revenue			
Net Cash Flow from Operations			
Investing & Financing			
Assets Purchased or Sold			
Investments Received			
Change in Long-Term Debt			
Change in Short-Term Debt			
Dividends & Distributions			
Net Cash Flow from Investing & Financing			
Cash at Beginning of Period			
Net Change in Cash			
Cash at End of Period			

Appendix

Profit and Loss Statement (With monthly detail)

FY2019	July '18	Aug '18	Sept '18	Oct '18	Nov '18	Dec '18	Jan '19	Feb '19	Mar '19	Apr '19	May '19	June '19
Total Revenue	[REDACTED]											
Total Direct Costs	[REDACTED]											
Gross Margin	[REDACTED]											
Gross Margin %	[REDACTED]											
Operating Expenses	[REDACTED]											
Lab Facility	[REDACTED]											
Marketing Materials		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Packaging Materials												
Extraction Machine Maintenance												
Utilities- Wifi, Phone	[REDACTED]											
Legal Expenses	[REDACTED]											
Marketing Agency	[REDACTED]											
Construction	[REDACTED]											
Total Operating Expenses	[REDACTED]											

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Operating Income	[REDACTED]
Interest Incurred	
Depreciation and Amortization	
Income Taxes	[REDACTED]
Total Expenses	[REDACTED]
Net Profit	[REDACTED]
Net Profit / Sales	[REDACTED]

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	FY2019	FY2020	FY2021
Total Revenue	[REDACTED]	[REDACTED]	[REDACTED]
Total Direct Costs	[REDACTED]	[REDACTED]	[REDACTED]
Gross Margin	[REDACTED]	[REDACTED]	[REDACTED]
Gross Margin %	[REDACTED]	[REDACTED]	[REDACTED]
Operating Expenses	[REDACTED]	[REDACTED]	[REDACTED]
Lab Facility	[REDACTED]	[REDACTED]	[REDACTED]
Marketing Materials	\$23,000	\$21,000	\$21,000
Packaging Materials	[REDACTED]	[REDACTED]	[REDACTED]
Extraction Machine Maintance	[REDACTED]	[REDACTED]	[REDACTED]
Utilities- Wifi, Phone	[REDACTED]	[REDACTED]	[REDACTED]
Legal Expenses	[REDACTED]	[REDACTED]	[REDACTED]
Marketing Agency	[REDACTED]	[REDACTED]	[REDACTED]
Construction	[REDACTED]	[REDACTED]	[REDACTED]
Total Operating Expenses	[REDACTED]	[REDACTED]	[REDACTED]
Operating Income	[REDACTED]	[REDACTED]	[REDACTED]
Interest Incurred	[REDACTED]	[REDACTED]	[REDACTED]
Depreciation and Amortization	[REDACTED]	[REDACTED]	[REDACTED]
Income Taxes	[REDACTED]	[REDACTED]	[REDACTED]
Total Expenses	[REDACTED]	[REDACTED]	[REDACTED]
Net Profit	[REDACTED]	[REDACTED]	[REDACTED]
Net Profit / Sales	[REDACTED]	[REDACTED]	[REDACTED]

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Balance Sheet (With Monthly Detail)

FY2019	July '18	Aug '18	Sept '18	Oct '18	Nov '18	Dec '18	Jan '19	Feb '19	Mar '19	Apr '19	May '19	June '19
Cash	[REDACTED]											
Accounts Receivable	[REDACTED]											
Inventory	[REDACTED]											
Other Current Assets	[REDACTED]											
Total Current Assets	[REDACTED]											
Long-Term Assets	[REDACTED]											
Accumulated Depreciation	[REDACTED]											
Total Long-Term Assets	[REDACTED]											
Total Assets	[REDACTED]											
Accounts Payable	[REDACTED]											
Income Taxes Payable	[REDACTED]											
Sales Taxes Payable	[REDACTED]											
Short-Term Debt	[REDACTED]											
Prepaid Revenue	[REDACTED]											
Total Current Liabilities	[REDACTED]											
Long-Term Debt	[REDACTED]											

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SGBE

Total Liabilities [REDACTED]

Paid-In Capital [REDACTED]

Retained Earnings [REDACTED]

Earnings [REDACTED]

Total Owner's Equity [REDACTED]

Total Liabilities & Equity [REDACTED]

SGBE

	FY2019	FY2020	FY2021
Cash	[REDACTED]	[REDACTED]	[REDACTED]
Accounts Receivable	[REDACTED]	[REDACTED]	[REDACTED]
Inventory	[REDACTED]	[REDACTED]	[REDACTED]
Other Current Assets	[REDACTED]	[REDACTED]	[REDACTED]
Total Current Assets	[REDACTED]	[REDACTED]	[REDACTED]
Long-Term Assets	[REDACTED]	[REDACTED]	[REDACTED]
Accumulated Depreciation	[REDACTED]	[REDACTED]	[REDACTED]
Total Long-Term Assets	[REDACTED]	[REDACTED]	[REDACTED]
Total Assets	[REDACTED]	[REDACTED]	[REDACTED]
Accounts Payable	[REDACTED]	[REDACTED]	[REDACTED]
Income Taxes Payable	[REDACTED]	[REDACTED]	[REDACTED]
Sales Taxes Payable	[REDACTED]	[REDACTED]	[REDACTED]
Short-Term Debt	[REDACTED]	[REDACTED]	[REDACTED]
Prepaid Revenue	[REDACTED]	[REDACTED]	[REDACTED]
Total Current Liabilities	[REDACTED]	[REDACTED]	[REDACTED]
Long-Term Debt	[REDACTED]	[REDACTED]	[REDACTED]
Total Liabilities	[REDACTED]	[REDACTED]	[REDACTED]
Paid-In Capital	[REDACTED]	[REDACTED]	[REDACTED]
Retained Earnings	[REDACTED]	[REDACTED]	[REDACTED]
Earnings	[REDACTED]	[REDACTED]	[REDACTED]
Total Owner's Equity	[REDACTED]	[REDACTED]	[REDACTED]
Total Liabilities & Equity	[REDACTED]	[REDACTED]	[REDACTED]

SGBE

SGBE

Cash Flow Statement (With Monthly Detail)

FY2019 July '18 Aug '18 Sept '18 Oct '18 Nov '18 Dec '18 Jan '19 Feb '19 Mar '19 Apr '19 May '19 June '19

Net Cash Flow from Operations

Net Profit



Depreciation & Amortization

Change in Accounts Receivable



Change in Inventory

Change in Accounts Payable



Change in Income Tax Payable



Change in Sales Tax Payable



Change in Prepaid Revenue

Net Cash Flow from Operations



Investing & Financing

Assets Purchased or Sold

Investments Received



SGBE

Change in Long-Term Debt

Change in Short-Term Debt

Dividends & Distributions

Net Cash Flow from Investing & Financing

[REDACTED]

Cash at Beginning of Period

[REDACTED]

Net Change in Cash

[REDACTED]

Cash at End of Period

[REDACTED]

SGBE

	FY2019	FY2020	FY2021
Net Cash Flow from Operations			
Net Profit	[REDACTED]	[REDACTED]	[REDACTED]
Depreciation & Amortization	[REDACTED]	[REDACTED]	[REDACTED]
Change in Accounts Receivable	[REDACTED]	[REDACTED]	[REDACTED]
Change in Inventory	[REDACTED]	[REDACTED]	[REDACTED]
Change in Accounts Payable	[REDACTED]	[REDACTED]	[REDACTED]
Change in Income Tax Payable	[REDACTED]	[REDACTED]	[REDACTED]
Change in Sales Tax Payable	[REDACTED]	[REDACTED]	[REDACTED]
Change in Prepaid Revenue	[REDACTED]	[REDACTED]	[REDACTED]
Net Cash Flow from Operations	[REDACTED]	[REDACTED]	[REDACTED]
Investing & Financing			
Assets Purchased or Sold	[REDACTED]	[REDACTED]	[REDACTED]
Investments Received	[REDACTED]	[REDACTED]	[REDACTED]
Change in Long-Term Debt	[REDACTED]	[REDACTED]	[REDACTED]
Change in Short-Term Debt	[REDACTED]	[REDACTED]	[REDACTED]
Dividends & Distributions	[REDACTED]	[REDACTED]	[REDACTED]
Net Cash Flow from Investing & Financing	[REDACTED]	[REDACTED]	[REDACTED]
Cash at Beginning of Period	[REDACTED]	[REDACTED]	[REDACTED]
Net Change in Cash	[REDACTED]	[REDACTED]	[REDACTED]
Cash at End of Period	[REDACTED]	[REDACTED]	[REDACTED]

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April 17, 2018

SGBE

ATTN: Brooke McCommon

Via email: brooke@thebloomfieldco.com

**Subject: Nevada City Medical Cannabis Business Zoning Verification Letter; 138
New Mohawk Drive**

Dear Ms. McCommon:

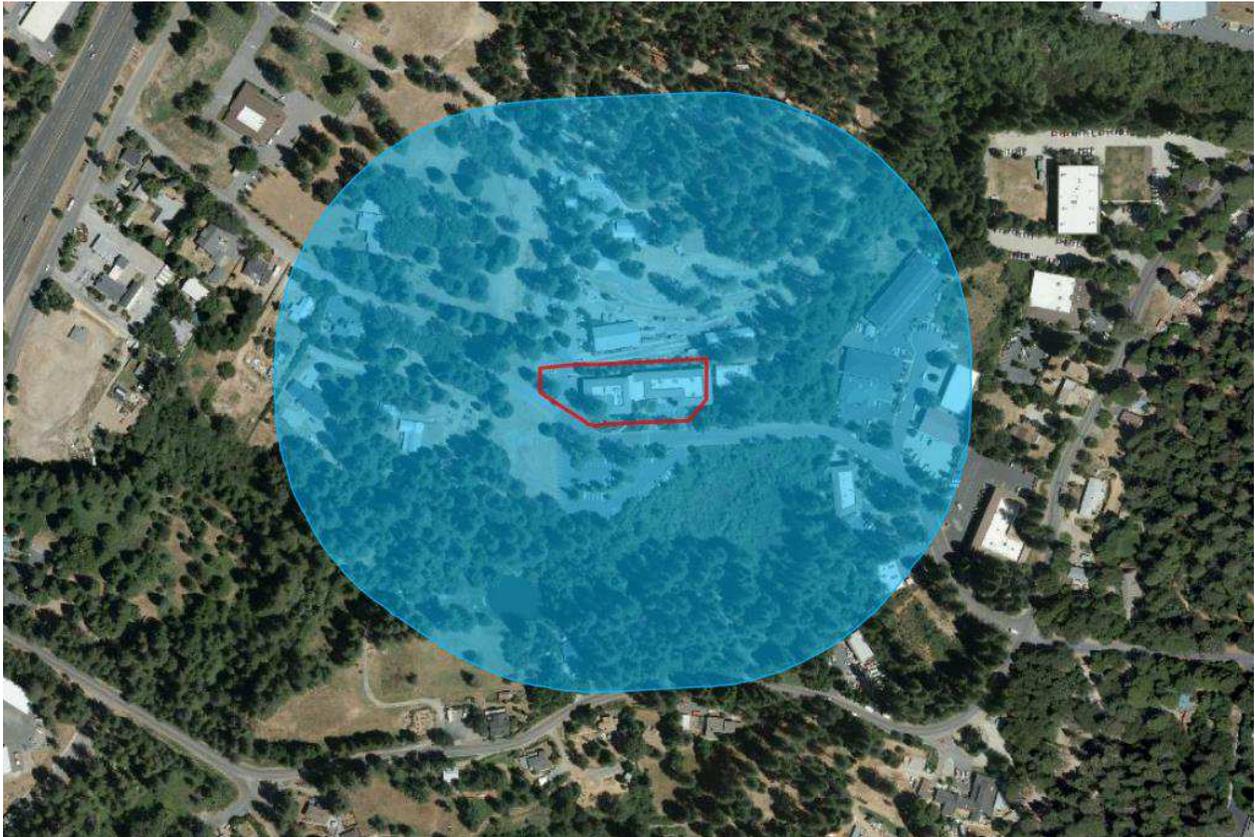
This letter shall serve as verification that property located at 138 New Mohawk Drive, Suite 175, Nevada City, CA meets local locational requirements in terms of zoning to operate a Medical Cannabis Manufacturing and Distribution business. Pursuant to our local ordinance, Chapter 9.22 of the City Municipal Code, the “Manufacturer” and “Distributor” business categories are defined as follows:

"Manufacturer" means a person that conducts the production, preparation, propagation, or compounding of manufactured medical cannabis, as defined in this section, or medical cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis at a fixed location that packages or repackages medical cannabis or medical cannabis products or labels or relabels its container.

"Distributor" means a person engaged in the business of purchasing medical cannabis from a licensed cultivator, or medical cannabis products from a license manufacturer, for sale to a licensed dispensary.

The subject property, located at 138 New Mohawk Drive, Suite 175 is located within the “Light Industrial” zoning district with a “Planned Development” combining district (LI-PD). While this zoning determination will suffice for local verification purposes, this Zoning Verification letter does not constitute verification of compliance with State locational requirements. Please note that a home study program is located at 111 New Mohawk Road, approximately 490-feet from the subject site.

Please note that while the City will continue to accept applications, complete processing and review of any application submitted after February 28, 2018 will not occur until after the City has procured a consultant to assist in its review. The City is presently preparing a “Request for Proposals (RFP)” with the hope of securing a consultant by June 2018.



Subject property boundary



600-foot radius area

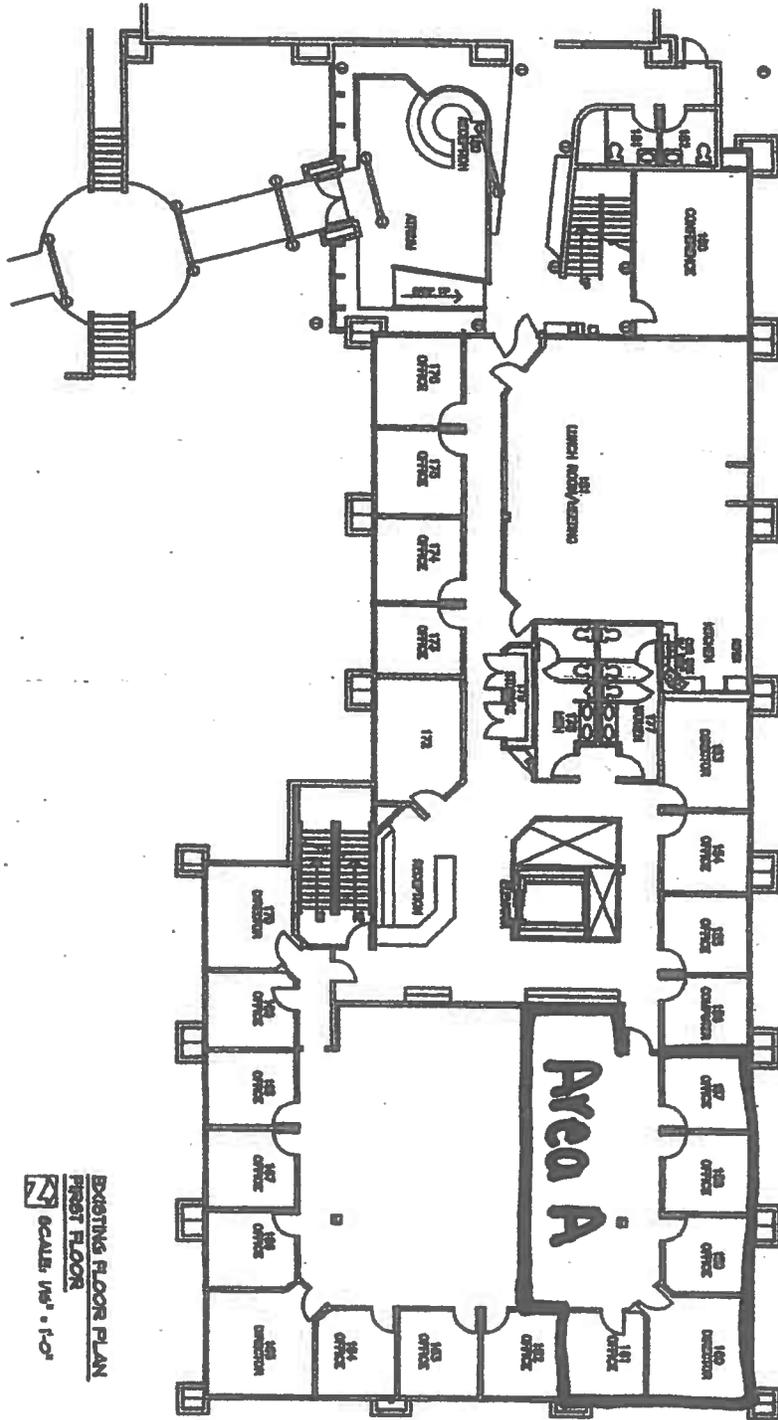
Issuance of a “Zoning Verification Letter” does not constitute written evidence of any kind of permission being given by the City of Nevada City, and it does not convey any right to operate a medical cannabis business in the City. Final decisions on the issuance of permits will be made by the Planning Commission following the approved application process.

Sincerely,

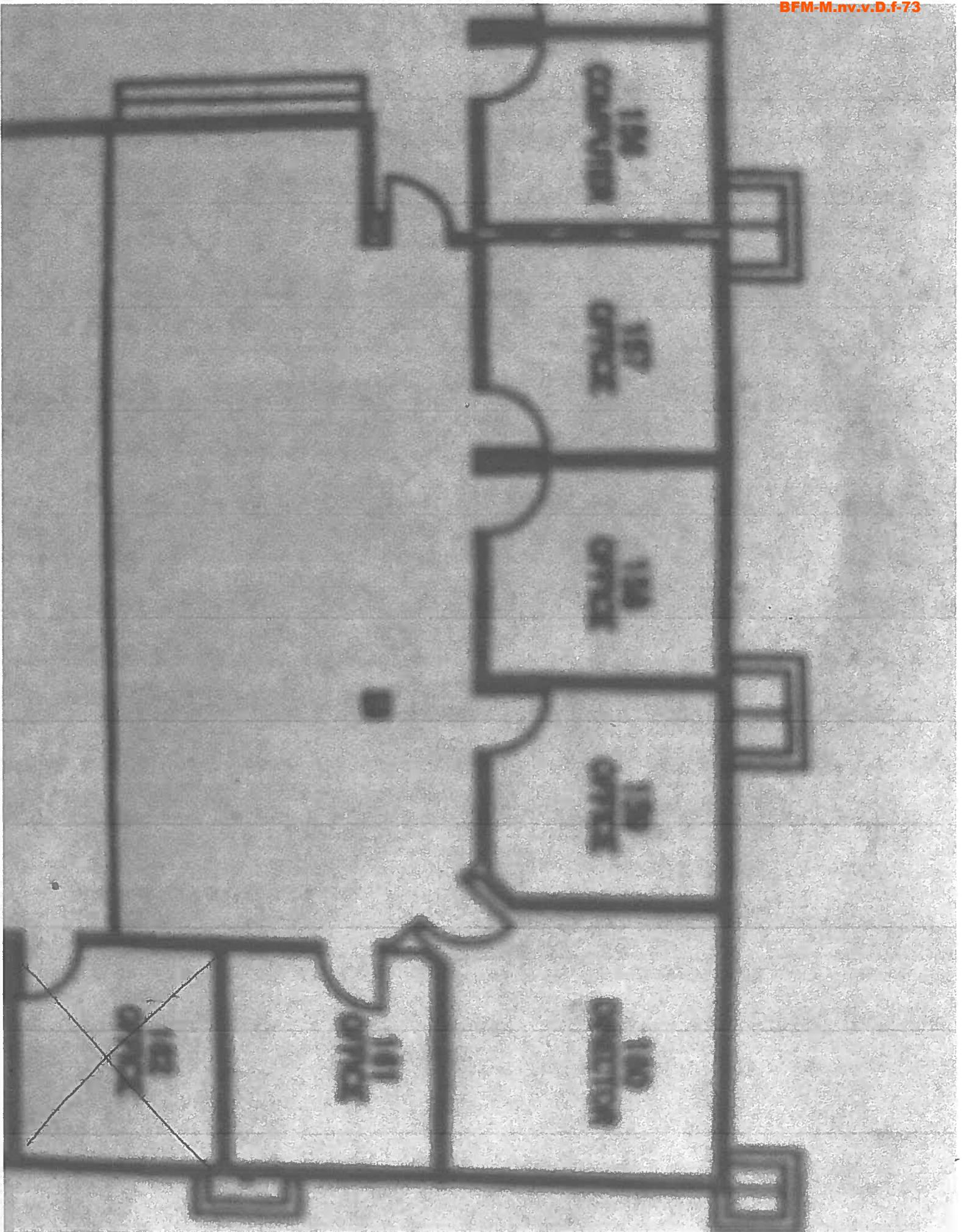
A handwritten signature in blue ink, appearing to read 'Amy Wolfson'.

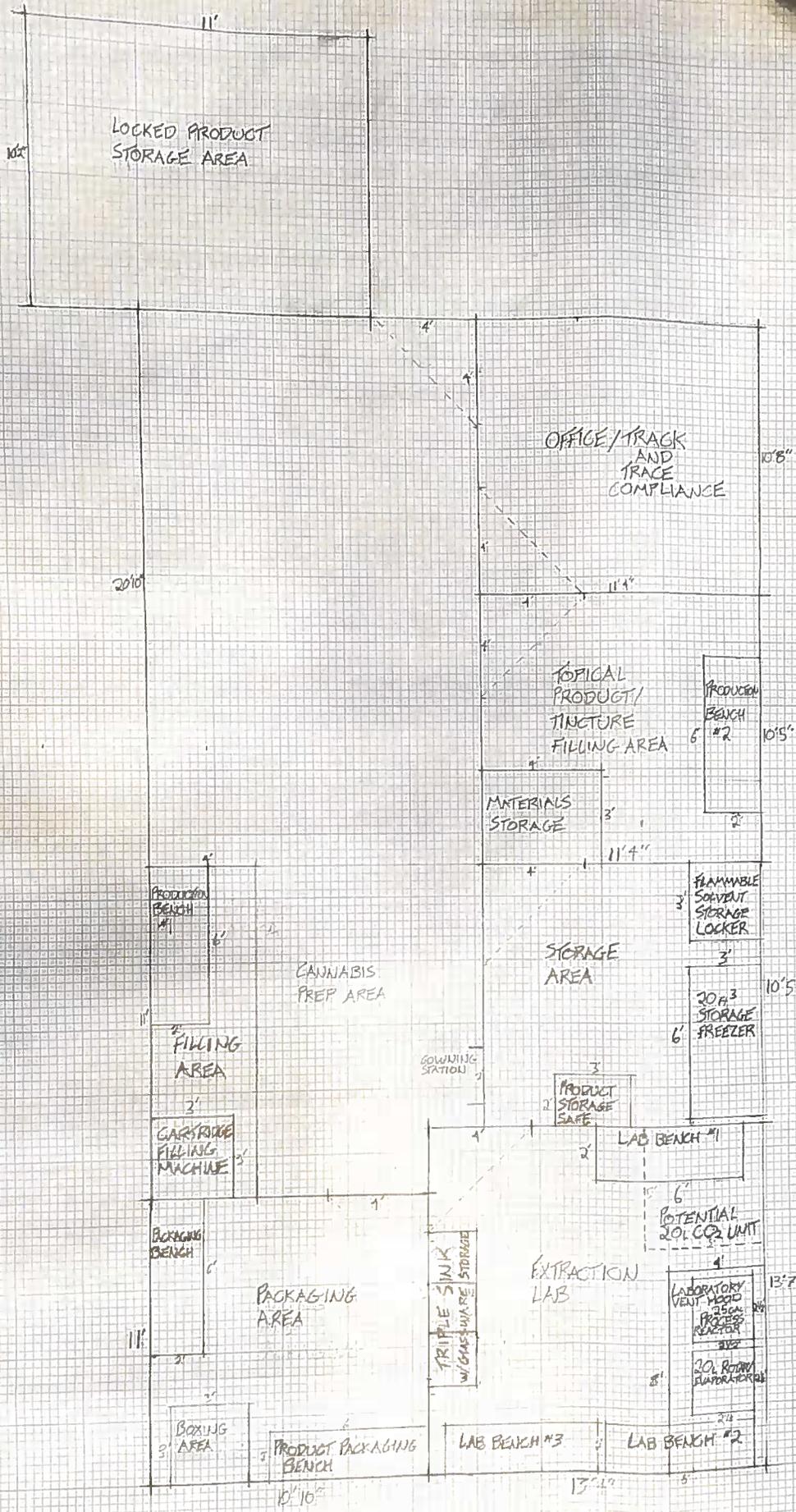
Amy Wolfson
City Planner
(530) 265-2496 x130

Floor Plan

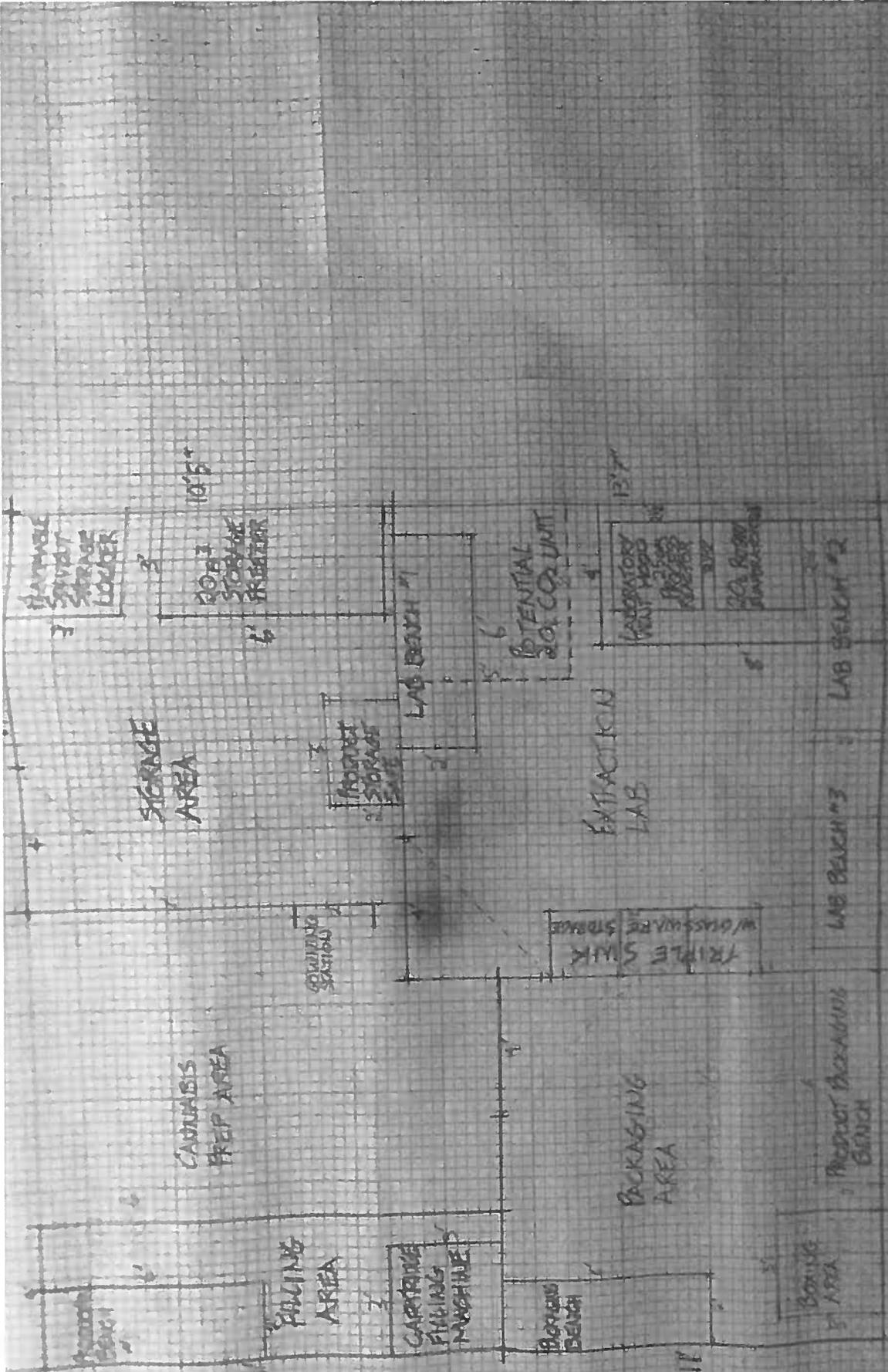


Bloomfield Facility: Area A
Office 157-161

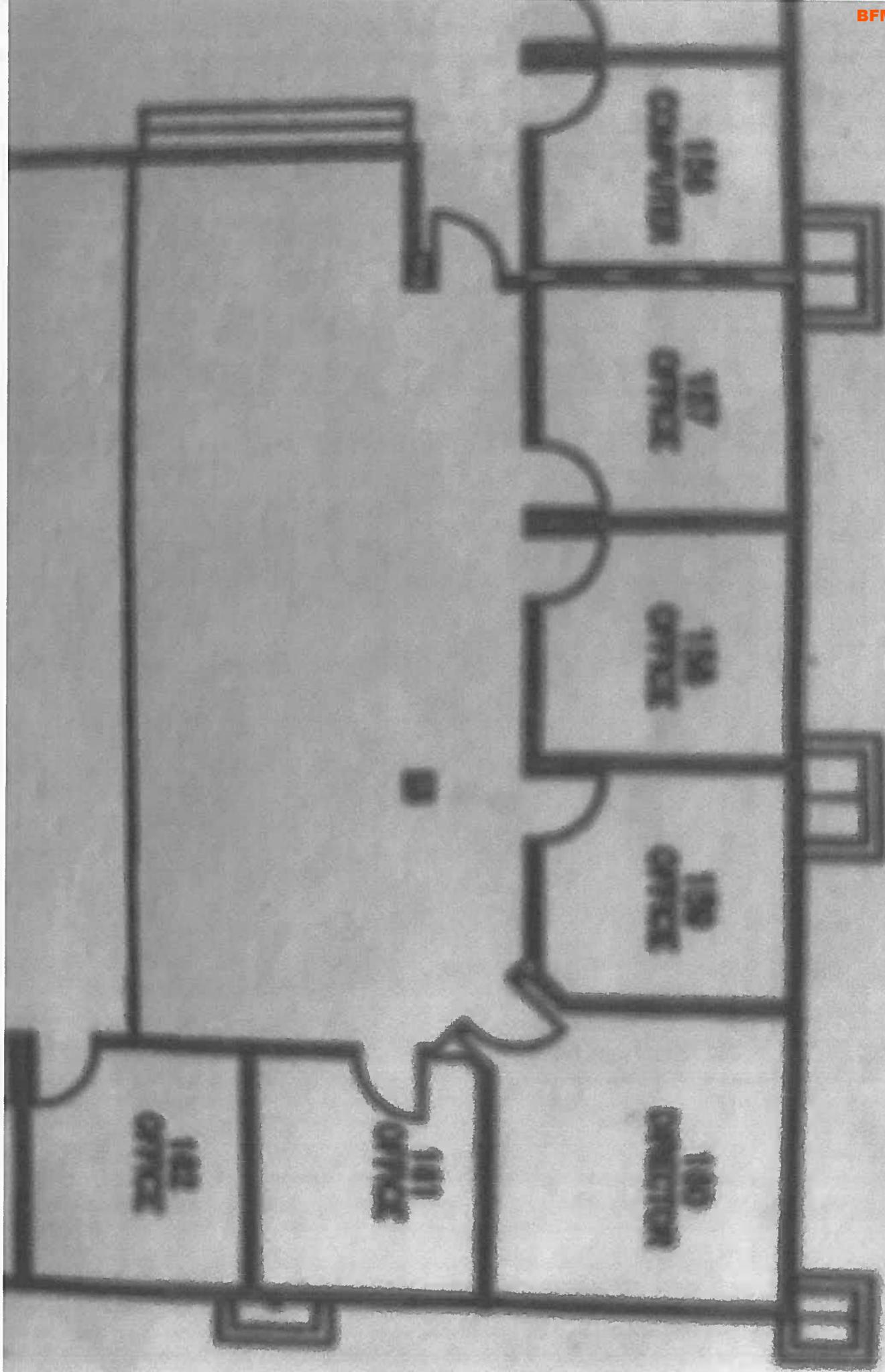


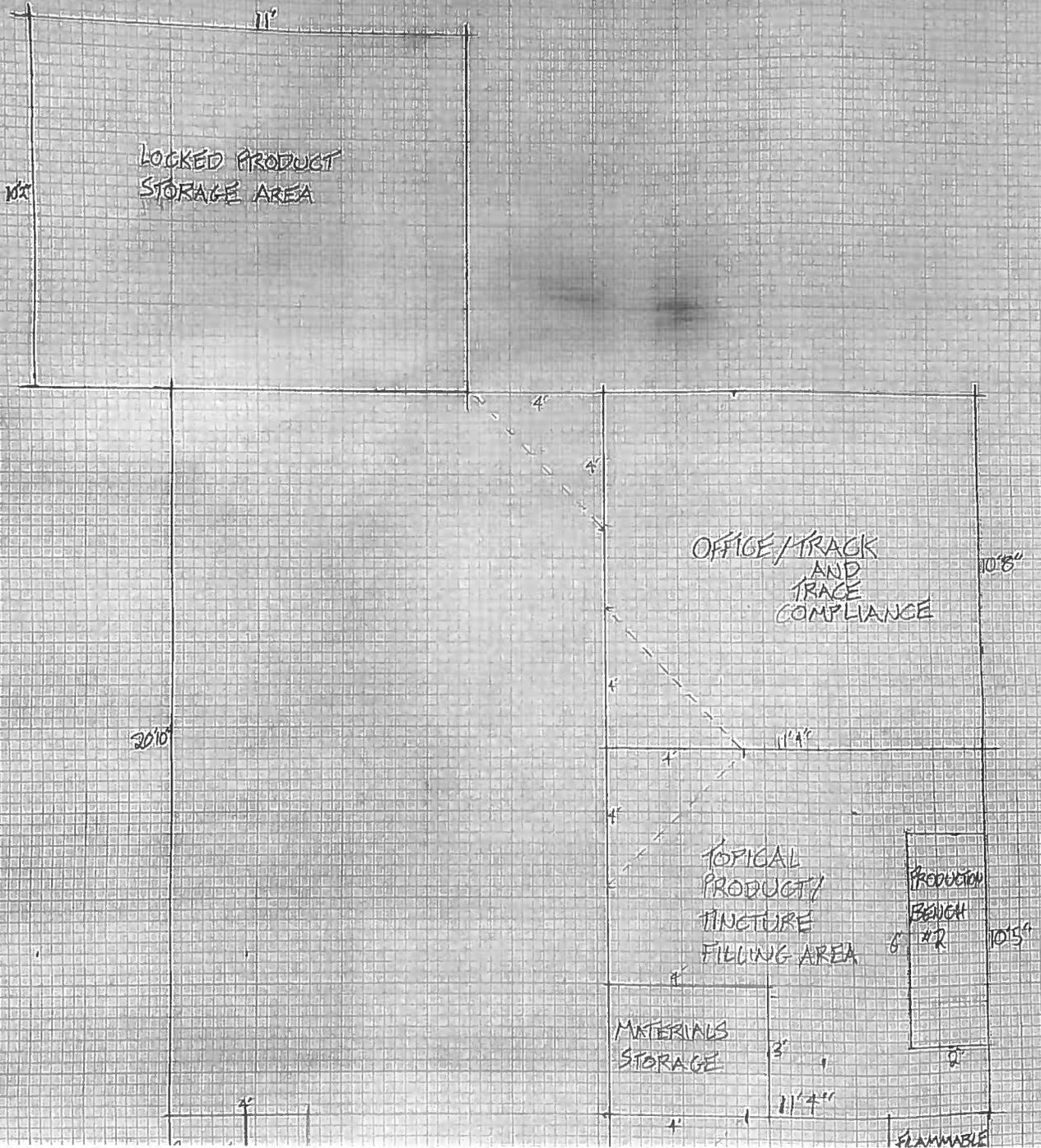


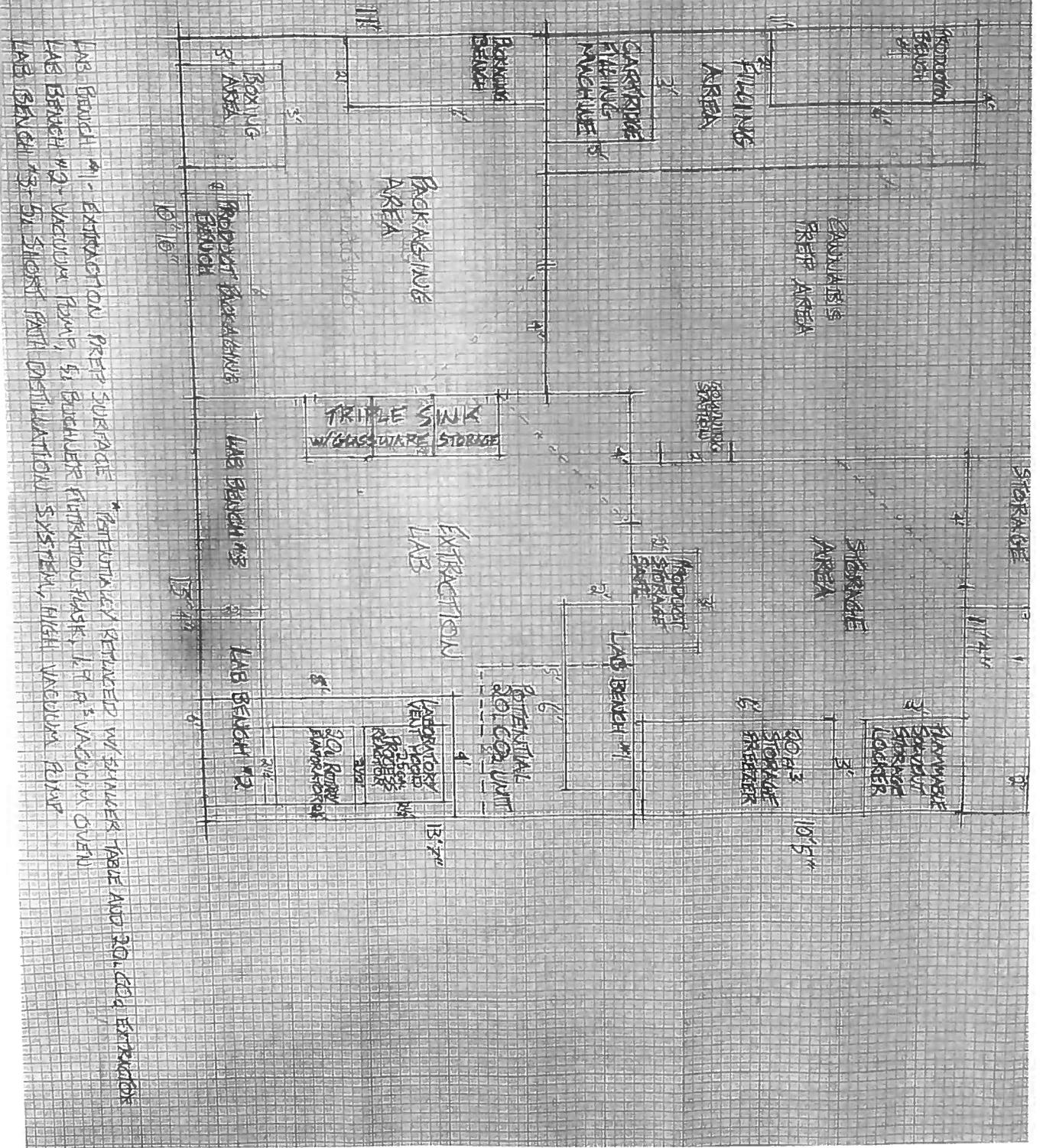
LAB BENCH #1 - EXTRACTION PREP SURFACE * POTENTIALLY REPLACED W/ SHAKER TABLE AND 20L CO₂ EXTRACTOR
 LAB BENCH #2 - VACUUM PUMP, 5L BUCHLER FILTRATION FLASK, 1.5 L VACUUM OVEN
 LAB BENCH #3 - 5L SHORT PATH DISTILLATION SYSTEM, HIGH VACUUM PUMP



LAB BENCH #1 - EXTRACTION PREP STATION
 LAB BENCH #2 - VACUUM PUMP & BURNER FOR PREP WORK, 14" x 9" x 10" x 10"
 LAB BENCH #3 - SINK FOR PREP WORK, 14" x 9" x 10" x 10"







LAB BENCH #1 - EXTRACTION PREP SURFACE *REPLACEMENT REQUIRED W/ STAINLESS TABLE AND 30L DED. EXTRACTOR
 LAB BENCH #2 - VACUUM PUMP, 5L BUCHHEIT FLOTATION TANK, 1.7 m³ VACUUM OVEN
 LAB BENCH #3-51 SHORT PATH DISTILLATION SYSTEM, HIGH VACUUM PUMP

Facility and Location Information

Proposed facility

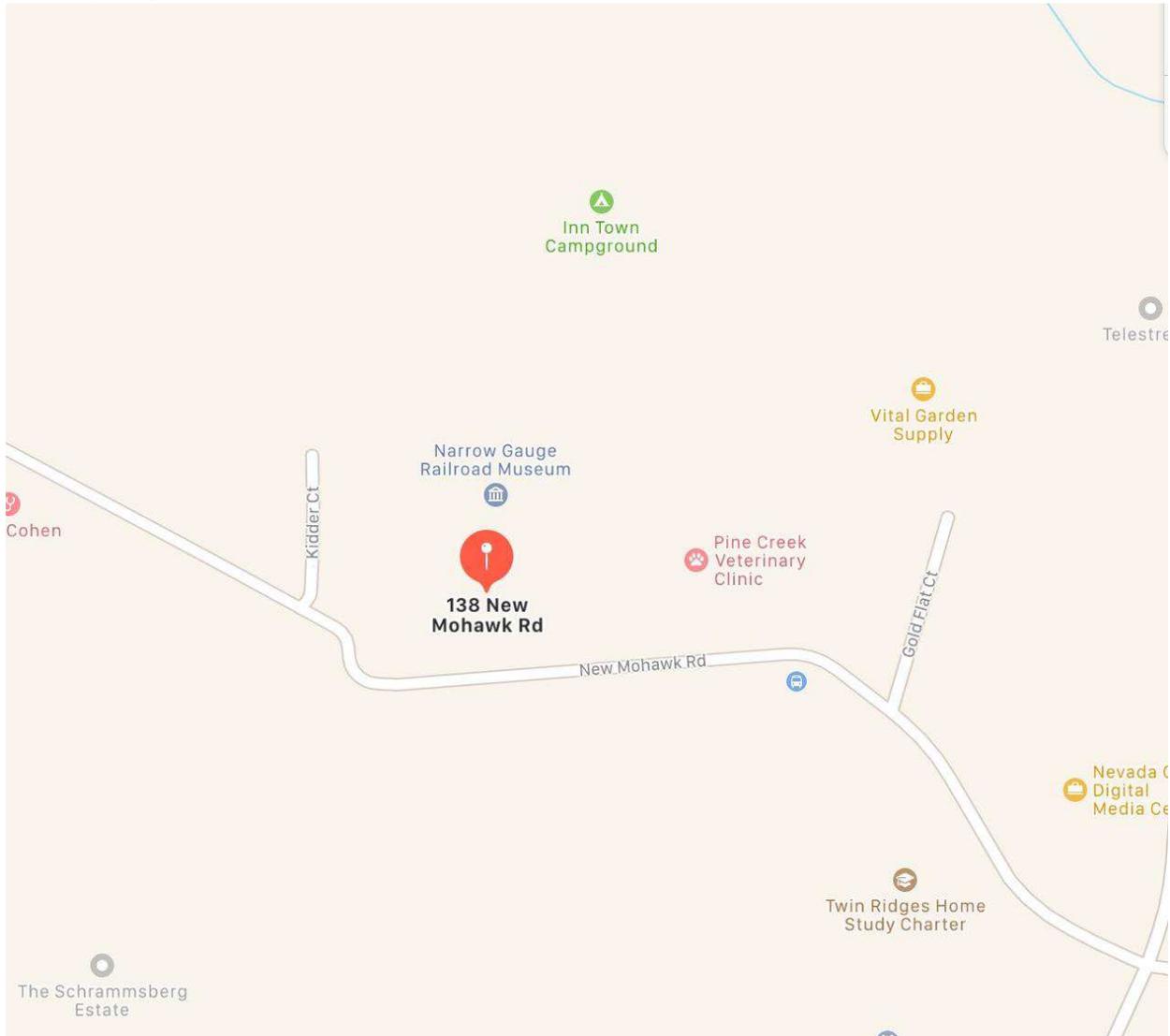
138 New Mohawk Rd
Nevada City, CA 95959

Pictures



Building frontage, showing the front entrance and loading bay door

Vicinity Map



Neighborhood Letter

The building's operations manager, William Spencer, sent a letter to neighbors in the area to inform them of cannabis related businesses occupying the building. At this time, Bloomfield has not sent out a letter due to there being no negative responses being made by neighbors that Bloomfield has been made aware of. Please see Exhibit A

Lease

Please see letter attached from Landlord. Exhibit B

Signage

At this time, Bloomfield will not display any signs outside of the facility.

Bloomfield is proposing one 24" x 24" sign with our logo at the entrance of the lab and all office. Signs will be posted on the door or wall next to door.. We will also have miscellaneous information signs as defined under LUO section 20.20.040(B).

Bloomfield's logo will be displayed on all signs, along with the department for the area of the facility (office, lab, distribution, private office: employees only) Hours and contact information may also be included on signs.



Parking:

Bloomfield will have 5 designated parking spots for employees and a distribution vehicle. The facility will have a max of 4 employees at a time. Carpooling will be heavily encouraged to mitigate traffic.

Delivery trucks will use loading dock and will not occupy a parking space. Once Bloomfield acquires it's on delivery vehicle, one spot will be designated for it.

Please see Parking Map attached: Exhibit C and Exhibit D

Construction Plan

A construction plan will include electrical installation, adding sink and plumbing, upgrading HVAC and new flooring. Bloomfield is currently working with an engineer to finalize plans to submit to the city for approval. \$25,000 has been allocated for construction cost.

NEIGHBORHOOD COMPATIBILITY PLAN

The proposed property at 138 New Mohawk Rd is ideal for a cannabis manufacturing and is already occupied by other cannabis companies. Non cannabis related companies in the area are: Nevada County Narrow Gauge Railroad Museum, Kelly Bike Company, Vital Garden Supply and in Town Campground. All companies will be notified of our company beginning operations at the facility. We believe in an open door policy and being transparent with our community.

Traffic Analysis

Traffic impact on the area will be low. Most of the traffic will be related to our employees arriving and leaving work. The facility will not be open to the public and will have very few guests visit the facility. Guests will include other licensed distribution companies and deliveries of product and equipment. Delivery trucks for our distribution company will only receive and distribute cannabis products Monday- Friday from 8am-5pm. Our goal is to have the very low impact on the area and mitigate any unnecessary deliveries to our facility.

Transportation/ Delivery Hours

Bloomfield is currently vetting cannabis transportation services for pick up and delivery of products until we acquire our own vehicle. Vehicles will be under 24 hour surveillance and suited with an alarm system. Products will be locked at all times and kept out of sight. Vehicles will not be unattended while storing cannabis. Logs of all deliveries will be kept in the main office and all product will be entered into METRC. Cannabis will be picked up from licensed farms and brought to our facility's loading dock. The manifest will be reviewed and inventory will be taken at time of delivery and securely stored. Once packaged, cannabis will be delivered by the transportation service or our state approved vehicle to licensed dispensaries and businesses.

The facility does not currently have a secure loading dock. The landlord is currently working with an architect to add a garage door. This will allow for all companies at New Mohawk to access the current loading dock and keep all cannabis secure.

Access

Employees will enter in the main entrance of the building at New Mohawk. Each door to our facility will have a code lock on the door and be under 24 hour video surveillance. It is mandatory for all employees and visitors to sign the log provided at the main office. The log will display date and times on site. All guests and employees will be required to wear a badge while on site.

Odor Control

We understand that cannabis odors are a particularly sensitive issue for communities hosting commercial cannabis activities. For this reason, we have chosen to operate in a facility with other cannabis businesses. All processed cannabis will be stored in sealed, air-tight bags.

Air Purification

The air purifications system installed at the facility will be carbon fiber and /or HEPA air filters, and exhaust fans. Areas where cannabis prepped, stored, or packaged, will contain fans and filtering units.

Liaising with the Community

Brooke McCommon, Bloomfield's CEO, already has relationships with many of the other companies in the building. She will share her contact information and ask neighbors to call her directly if they identify any suspicious activity, or have any other issues with the site. By cultivating trust with the surrounding community, and maintaining an open line of communication, security at this facility will be enhanced. At least one Bloomfield Manager will always be onsite to address concerns, receive and resolve any complaints, and communicate with the Sheriff or code enforcement during operating hours.

SECURITY PLAN

Introduction

Bloomfield has developed a comprehensive security plan to ensure the safety of all persons on the premises and in the surrounding areas to reduce the risk of undesirable behavior including theft.

This security plan is comprised of access control measures, an intrusion detection (“alarm”) system, video surveillance and monitoring, adequate lighting, a strict visitor policy, partnerships with contracted security professionals, and rules for storage and transportation of cash and product.

Bloomfield aims to meet and exceed all security requirements for cannabis businesses in Nevada City and security requirements outlined in newly promulgated State regulations.

Location

The site is located in a commercial zone of Nevada City. More information is included in the Neighborhood Compatibility Plan.

Bloomfield will at all times control the movement of persons and vehicles onto the facility.

Access

Within the premises, all buildings containing cannabis will be locked with commercial grade locks. Key sets will be issued to personnel based on their security clearance, so that unauthorized employees are not able to access certain restricted areas. All entrances and exits will be monitored by constant video surveillance, with adequate lighting, as described later in this plan. These measures will help ensure that our premises are only accessed by authorized individuals.

Video Surveillance and Monitoring

There will be 10 high definition security cameras located throughout the inside of the facility. The comprehensive system of security surveillance cameras and devices to record and monitor video footage is designed to meet specific State and local requirements.

The monitoring system will continuously record security camera footage across the premises, including all entrances and exits, all vehicle loading and parking areas, and all manufacturing areas. The interior of all of the offices and lab will also be under constant surveillance, as well as any safes and vaults where cannabis is stored.

Recording will be maintained for at least 90 days, and will be of sufficient quality, color rendition, and resolution to allow for persons on the premises to be identified both day and

night. The system will be capable of exporting video in standard formats including MPEG and to external media such as DVD or USB drive. These recordings will be made available to the County upon reasonable request.

Bloomfield management will have access to surveillance footage in real time on mobile devices and computers, allowing for remote surveillance of the premises.

The owner of the building will be installing cameras on the outside of the building and shared common areas throughout the building. Each company will be required to have their own system in their facility.

Lighting Plan

The premises and those areas that are under video surveillance as described above will have sufficient lighting to capture details such as license plates and facial features. This lighting will be downcast and in accordance with local regulations preventing the interference of lighting with the natural environment. Night time security lighting will be motion activated.

Security Guard/Personnel

138 New Mohawk has several cannabis companies who are working together to hire a full time security guard⁴ for the building. Bloomfield is assisting in the process to make the building as secure as possible for our employees, products and community.

Preparedness means ALL staff members will:

- Know how to assess emerging situations to determine the type and level of threats they may pose;
- Know how to respond to different kinds of security threats;
- Know how to proceed when a security alarm goes off.

Visitor Policy

Bloomfield will not be open to the public. The facility will maintain a strict visitor policy by which only employees, security personnel, and authorized guests (e.g. vendors and maintenance crew) will be allowed on our premises. All visitors will be required to sign a visitor log before entering the premises. The visitor log will record each visitor's full name, affiliation and purpose for the visit, login and logout time, and phone number. All visitors will be escorted at all times by a Bloomfield employee or designated security professional. Visitor logs will be maintained for a minimum of 30 days, and will be made available to the County upon request.

Storage and Transportation

The team has given careful consideration to the protocol regarding storage and transportation of cannabis to and from the premises. Bloomfield will be a licensed distributor to transport cured cannabis from the property to licensed retailers or other manufacturers. At Bloomfield, all cannabis products will be stored in secure locations under constant video surveillance. Storage areas will be alarmed and locked at all times.

Transfers will only occur between qualified licensees, and product will only be loaded into registered, secure transport vehicles operated by trained and licensed drivers with distribution permits, or the qualified agents of distribution permit-holding companies. All loading and unloading of products and raw materials will be done discreetly, with any cannabis product transported in opaque, unmarked containers.

Transport vehicles will pull to our secure loading area at the facility before being loaded or unloaded. Bloomfield may also contract with other licensed Distributors to pick-up product from the site.

The hours for facilitation of exchanges of medical cannabis will be limited, and will not occur between the hours of 6 P.M. and 7:00 A.M. on any given day.

The Cannabis Business will maintain a fireproof safe for the storage of all records and documents.

Community Relations

Part of maintaining a culture of security at this facility rests on cultivating cooperative, trusting relationships with the surrounding community. The adjoining offices are held by other cannabis businesses that we have a professional relationship.

By cultivating trust with the surrounding community, and maintaining an open line of communication, security at this facility will be enhanced.

Public Exposure and Access

No cannabis products or images resembling cannabis products will be visible with the naked eye from any public or private property, nor will cannabis or any product containing cannabis be visible from the exterior of the Cannabis Business.

All areas devoted to the storage and packaging of cannabis at the Facility will be secured and separated from public access by locked interior doors and any other security measures necessary to prevent an unauthorized entry.

OPERATIONAL SECURITY PLAN.

A perpetual inventory protocol will be put into place in accordance with CA regulations and the track and trace requirements. Strict guidelines will be followed to prevent the diversion of cannabis to unauthorized and/or underage individuals. This includes limited to no access to minors, and the incorporation of the following perpetual inventory/track and trace protocol:

1. Upon arrival at the facility, product will be immediately weighed to determine the total weight and the following information will be recorded in the Track-and-Trace system (CCTT-Metric), including:

- a. Date of the harvest.
- b. Product names harvested.
- c. Total harvest wet weight.
- d. Total weight of wet cannabis waste.
- e. Dry usable cannabis weight (11% +/- 2% of wet weight on average).
- f. Anticipated dry usable raw materials intended for extraction (3% +/- 1% of wet weight on average).
- g. Anticipated manufacturing date

4. After processing, usable dry cannabis will be combined into lots of ten pounds or less. Each lot will be comprised of flowers grown from a unique product name and harvested on a specific date. The lot will either be immediately released physically to the Dry Cannabis Packaging Area and be recorded in CCTT-Metric, or moved physically to the Secure Product Quarantine Area and again, be recorded in CCTT-Metric. Within each lot, a sample will be collected for laboratory testing.

Lots of dry raw materials will then be packaged for processing at an extraction facility. These lots will be blended or be strain- specific lots of ten pounds or less. A sample of the raw materials lot will be collected for laboratory testing. Lot information will be entered into CCTT-Metric.

Conclusion

This facility will be operated discreetly, with maximum attention to security measures. The Bloomfield team understands that cannabis distribution and manufacturing is a privilege, and is committed to the safety of the surrounding neighborhood. The security measures that will be in place at this facility will serve to make the neighborhood safer for everyone. All Employees will have a 2 week training period and must be fully knowledgeable of all SOPs, OSHA requirements, safety measures and all areas of the company.



**Employee Safety
and
Training Manual**

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Bloomfield , LLC Policy Letter

Safety and Health Policy for Bloomfield

The purpose of this policy is to develop a high standard of safety throughout all operations at the Bloomfield manufacturing and cultivation sites.

We believe that each employee has the right to derive personal satisfaction from his/her job and the prevention of occupational injury or illness at the Site is very important to our Company.

It is our intention here at Bloomfield to initiate and maintain accident prevention, emergency and safety training programs, state and local law compliance and security education.

Each individual from management to the working person is responsible for the safety and health of those persons in their charge and coworkers around them. By accepting mutual responsibility to operate safely, we will contribute to the well-being of all.

Brooke McCommon

Bloomfield

Safety Program Outline

Safety Orientation: Each employee will be given a safety orientation by Peter Laidlaw, Brooke McCommon, or any designated Manager (“**Manager**”) when first hired. The orientation will cover the following items:

Accident prevention program:

We have basic safety rules that all employees must follow. They are:

- Never do anything that is unsafe in order to get the job done.
- Never operate a piece of equipment unless you have been trained and are authorized.
- Use your personal protective equipment (PPE) whenever it is required.
- Obey all safety warning signs.
- Working under the influence of alcohol or illegal drugs or using them at work is prohibited.
- Do not bring firearms or explosives into the Site or onto our property.
- Horseplay, running and fighting are prohibited.
- Clean up spills immediately. Replace all tools and supplies after use. Good housekeeping helps prevent accidents.
- Never spray pesticides until you have been properly trained.
- Do not use steam kettle or oven until you have been properly trained.
- Report any suspicious criminal behavior or activity to a Manager or supervisor.
- Illness Injury Prevention Program training
- Heat Illness Prevention Plan training

How and when to report injuries, including location of first aid kit:

- First aid kit is located in each garden area and in each residence.
- If you are injured or become ill on the job, report to a Manager or supervisor.
- If first aid trained personnel or non-trained employees are involved in a situation involving blood, they should:
 - Avoid skin contact with blood/other potentially infectious materials by letting the victim help as much as possible, and by using gloves provided in the first aid kit.
 - Remove clothing, etc. with blood on it after rendering help.
 - Wash thoroughly with soap and water to remove blood. A 10% chlorine bleach solution is good for disinfecting areas contaminated with blood (spills, etc.).
 - Report such first aid incidents within the shift to supervisors (time, date, blood presence, exposure, names of others helping).
- Emergency contact information will be posted near the Employee Coffee Station.

What to do in an emergency:

Fire Emergency

- Fire extinguishers are located in the following areas: Each Room by the exit door.
- If you discover a fire: Call 911 and report a fire at 138 New Mohawk Rd Nevada City, CA 95959
- Tell a Manager or supervisor.
- If the fire is small (such as a wastebasket fire) and there is minimal smoke, you may try to put it out with a fire extinguisher.
- If the fire grows or there is thick smoke, do not continue to fight the fire.
- Tell other employees in the area to evacuate.
- Go to the designated assembly point: Main House.
- CALL 911. (CAL FIRE)

General Safety Work Practices

Personal Protective Equipment (PPE):

- Some tasks in our Company may require an employee to wear PPE.
- You will be instructed by a Manager or supervisor on how and when to use PPE.

On-the-job training to perform the job safely:

- Before you are assigned a task, a Manager will show you what to do along with safety instructions.
- We have established safety rules and PPE requirements based upon our assessment for certain tasks.
- Do not use equipment or attempt to do any tasks until you have received the required training.

Housekeeping

- Always store miscellaneous cleaning products in a safe manner. Never leave cleaning products laying around past the time needed for use.
- Do not block hallways, interior and exterior doors, stairs, exterior pedestrian and vehicle gates.

Other general safety work practices

- Do not remove, deface or destroy any safety or warning signs.
- Get help with heavy or bulky materials to avoid injury to yourself.
- Do not use tools with split, broken, or loose handles.

- Practice ladder safety when using any type of ladder.

Electrical

- Do not operate any equipment unless you are trained in its operation.
- Use tools only for their designed purpose.
- Always unplug tools immediately after use and put them back in their proper storage location. NEVER leave tools laying around or electrical cords blocking walkways.

Keeping the Site Clean

Keeping our Site sanitary is one of the most important aspects to our Company.

Equipment

Solvents

Packaging

All Cannabis is packaged in child-proof containers or packaging. You will be provided with State-compliant labels for the packages.

Track and Trace System – Blaze

All employees must undergo track and trace training.

Surveillance System

Our surveillance system is of critical importance to our business. The State of California and the security plan demand 24/7 coverage of our Site. If there is any disruption in the recording, we could lose our license. **If the Site loses power, report the power outage immediately to a Manager or supervisor.**

Compliance with State and Local Laws

Our Company is engaged in an industry that is highly regulated by the State of California. Therefore, any violation of the laws imposed on our industry by any of our employees could result in severe fines, penalties and even the loss of our license to grow and process marijuana. It is VERY important that the rules below are followed!

- 1) No minors are allowed on the site.
- 2) No minors are allowed to occupy a transport vehicle.
- 3) Alcohol consumption while on the job is not allowed.
- 4) Intoxication within the Site is grounds for termination.

- 5) Illegal drug use within the Site and 20 feet from the perimeter is not allowed and is grounds for termination.
- 6) Criminal conduct within the Site is not allowed and is grounds for termination.
- 7) Disorderly conduct is not allowed within the Site.
- 8) Refusal to allow an inspection by the Bureau of Cannabis Control, or law enforcement is prohibited and grounds for termination.
- 9) Stealing marijuana from the Site is grounds for immediate termination.
- 10) Transporting marijuana in an unauthorized vehicle is prohibited and grounds for termination.

You will receive State and local regulation training before starting work. You will be periodically re-evaluated on State and local regulations. While we will provide training when updates are made to State and local law, all employees are expected to keep abreast of legal developments and follow them seriously.

Criminal Activity

We educate our employees on how to recognize potential criminal activity. Here are some general guidelines:

- 1) Our site is on private property, not open to the public, and there is no reason for anyone other than owners, employees, visitors, and contractors to be here.
- 2) A suspicious individual may be someone hanging around in their car or on foot near the site trying not to be noticed.
- 3) A suspicious individual may be an individual who departs quickly when seen or approached.
- 4) A suspicious event may be any type of activity that seems frightening or unusual within the normal routines of our neighborhood.
- 5) If you see suspicious behavior or activity do not confront the individual. Simply gather some basic information about the person's appearance, car, etc.
- 6) If you see or encounter anything suspicious let a Manager or supervisor know immediately.



Bureau of Cannabis Control
www.bcc.ca.gov
(833) 768-5880

Medicinal - Distributor Temporary License

LICENSE NO:

[REDACTED]

VALID:

1/12/2018

LEGAL BUSINESS NAME:

Gold Mountain Distribution

EXPIRES:

8/10/2018

PREMISE:



[REDACTED]

[REDACTED]

Non-Transferable

*Prominently display this license
as required by Title 16 CCR § 5039*



**BUREAU OF
CANNABIS
CONTROL**
CALIFORNIA

Bureau of Cannabis Control
www.bcc.ca.gov
(833) 768-5880

Adult-Use - Distributor Temporary License

LICENSE NO:

[REDACTED]

VALID:

1/18/2018

LEGAL BUSINESS NAME:

Gold Mountain Distribution
[REDACTED]

EXPIRES:

8/16/2018

PREMISE:

[REDACTED]
[REDACTED]
[REDACTED]



Non-Transferable

*Prominently display this license
as required by Title 16 CCR § 5039*

New Mohawk Tenant
138 New Mohawk
Nevada City, CA 95959

Dear Neighbor,

As you may know, as of January 1, 2018, the State of CA is accepting applications for cannabis related businesses. Part of the requirement is to be pre-approved by the local municipality. The City of Nevada City has created an application process for potential cannabis companies to apply. Nevada City has very specific operational terms and location requirements.

The City of Nevada City zoning requirements require cannabis edible manufacturing, testing labs, and oil processors to locate in light industrial areas. We are reaching out to you because the Terra Alta building at 138 New Mohawk Rd. is in the process of leasing space to cannabis related businesses. As a good neighbor, we wanted to notify you of the building tenant changes and to assure you that all tenants will be following both local and state guidelines.

We care about our building and the community. If you have any questions or concerns, please feel free to contact me directly at (530)277-6240 or via email at wmspencer@yahoo.com

Best regards,

William Spencer
Building Operations Manager
Terra Alta Development
138 New Mohawk Rd.
Nevada City, CA 95959



Terra Alta Development
P.O. Box 1657 Nevada City, CA 95959

City of Nevada City
317 Broad Street
Nevada City, CA 95959

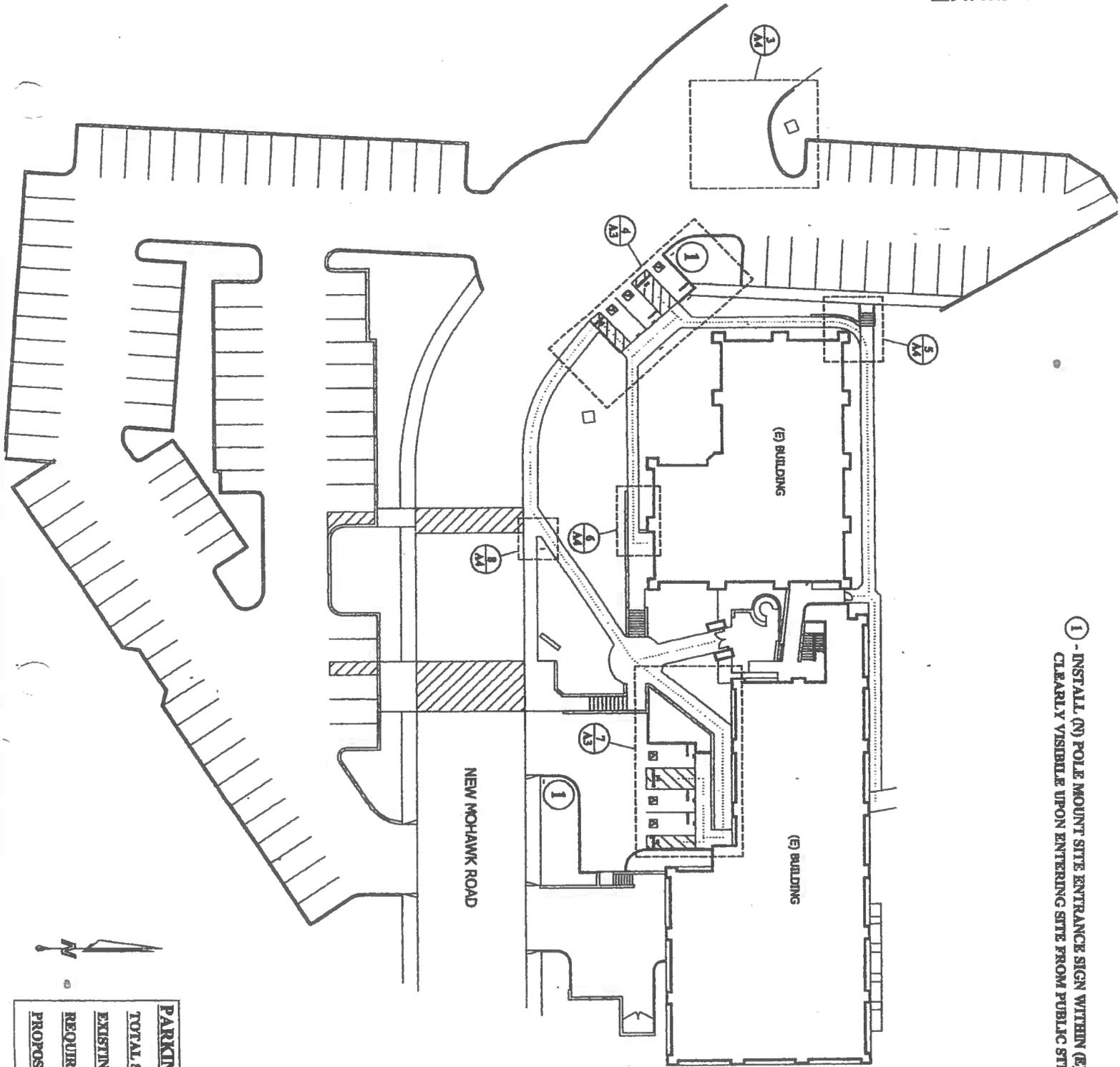
March 5th, 2018

Nevada City Planning Dept.;

I am the property owner of 138 New Mohawk Rd, Nevada City, CA 95959 (Assessor's Parcel Number – APN 37-060-87-000). I approve of The Bloomfield Company (the proposed tenant) use of the space for the production of cannabis edibles and related products under the Nevada City Medical Cannabis Business Permit and State guidelines.

Best Regards,

Lance Amaral
(530) 265-6162
lvamaral@yahoo.com
Terra Alta Development
P.O. Box 1657 Nevada City, CA 95959



1 - INSTALL (N) POLE MOUNT SITE ENTRANCE SIGN WITHIN (E) LANDSCAPE TO BE CLEARLY VISIBLE UPON ENTERING SITE FROM PUBLIC STREET - SEE 79A/2.

PARKING STATISTICS	
TOTAL SPACES:	113
EXISTING ACCESSIBLE:	3
REQUIRED RATIO:	5
PROPOSED ACCESSIBLE:	()

ACCESSIBILITY UPGRADES GOLD FLAT BUSINESS PARK

ADA COM CONSULTA

200 NATIONAL AVENUE
SUITE 100
WILSON, NJ 07094
TEL: 908.734.1100
WWW.ADA.COM

PROJECT INFO

DATE: 08/14/08
PROJECT: ACCESSIBILITY UPGRADES
SHEET: 01-01

PAGE TITLE: SIT PL/4

DATE: 08/14/08

BY: [Signature]

CHECKED BY: [Signature]

SCALE: AS SHOWN

PROJECT NO.: [Blank]

DATE PLOTTED: [Blank]

PLT: [Blank]

BYLAWS OF

SGBE, INC.

A California Nonprofit Mutual Benefit Corporation

ARTICLE 1. NAME

Section 1.1. Name

The name of this corporation is SGBE, Inc., (hereafter, “this corporation,” or “this nonprofit corporation”).

ARTICLE 2. PURPOSE

Section 2.1. Nonprofit General Purpose

This Corporation is not for the profit of any individual or shareholder. No part of this Corporation's net earnings shall be distributed to, or inure to the benefit of, any individual or shareholder. The general 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 California State Law that is incident, necessary, and appropriate to accomplishing the foregoing including but not limited to, the participation in and the operation of an association of qualified patients and caregivers who collectively cultivate cannabis for medical use according to state law.

Section 2.2. Nonprofit Specific Purpose

Within the context of these general purposes, this Corporation is for the following specific purposes, which together constitute its nonprofit social mission:

- (a) To provide a means for suffering people to find relief from their symptoms;
- (b) To participate in associations of qualified patients and caregivers who collectively cultivate and produce cannabis for medical use according to state law;
- (c) To facilitate and manage the operation of an association of qualified patients and caregivers who collectively cultivate and produce cannabis for medical use according to state law;
- (d) To establish a method of safe access for qualified patients and their caregivers to obtain medical cannabis in accordance with state law and to work to improve access for all suffering people;

- (e) To pool together the resources of qualified patients and their caregivers that would otherwise go to the illegal marijuana market in order to provide them with medical, legal, and social services they could not individually afford;
- (f) To obtain and share the knowledge and skill necessary to cultivate high quality medical cannabis including the preservation of rare strains and the breeding of new strains;
- (g) To obtain and share the knowledge and skill necessary to produce high quality medical cannabis products including concentrates, edibles, tinctures, balms, lotions, vaporizers, and smoking accessories;
- (h) To support all research efforts including product testing, clinical studies, data gathering, and other scientific efforts undertaken to better understand the cannabis plant and its many beneficial uses;
- (i) To pool together the resources of qualified patients and their caregivers that would otherwise go to the illegal marijuana market in order to promote legal and political change to benefit medical cannabis patients, providers, doctors, and researchers;
- (j) To respect the need of qualified patients to have safe access to medical cannabis by promoting a positive image of the industry to the community at large. The Corporation will lead by example, putting patients before profits, consistently exceeding expectations, and acting as a model corporation at all times.

ARTICLE 3. OFFICES

Section 3.1. Principal Office

The principal office for the transaction of the activities and affairs of this corporation is located at 150 Alpine Road, Alpine Meadows, CA 96145.

Section 3.2. Other Offices

Branch or subordinate offices may be established at any time and at any place by the Board of Directors.

Section 3.3. Change of Address

The Board of Directors has full power and authority to change the principal office of the Corporation from one location to another in California. Any change of address will be noted by the Secretary in these Bylaws, but will not be considered an amendment of these Bylaws.

ARTICLE 4. MEMBERS

Section 4.1. Classification of Members

The Corporation shall have no voting members within the meaning of the Nonprofit Corporation Law. The Corporation's Board of Directors may, in its discretion, admit individuals to one or more classes of non-voting members; the class or classes shall have such rights and obligations as the Board finds appropriate.

Section 4.2. Effect of No Voting Members

Any action that would otherwise require approval by a majority of all members or approval by the members shall require only approval of the Board of Directors. All rights that would otherwise vest under the Nonprofit Corporation Law in the members shall vest in the Directors.

Section 4.3. Collective Members

This Corporation shall have one class of nonvoting members, denominated "Collective Members." Collective Members shall meet all requirements prescribed by the Board of Directors. Collective Members shall agree to associate collectively in the Corporation's collective association, in full and free exercise of their constitutional rights of freedom of association, and under the terms of California Health and Safety Code § 11362.775. Collective Members shall agree to support and participate in the association according to their skills and abilities and to enjoy the benefits of Collective Membership including access to products and services. Collective Membership may be terminated at any time with or without cause pursuant to Board of Directors policy. All rights and interests of a member cease on the termination of membership.

Section 4.4. Transfer of Membership

Membership in this Corporation is not transferable or assignable.

ARTICLE 5. DIRECTORS

Section 5.01. General Powers

The affairs of the Corporation shall be exercised under the direction of its board.

Section 5.1. Number

The Corporation shall have no less than one nor more than eight Directors, unless changed by amendment to these bylaws, with the exact number of Directors to be fixed by a resolution adopted by the Board of Directors. Initially, there shall be two authorized Directors.

Collectively, all the Directors shall be known as the Board of Directors.

Section 5.2. Terms of Office

Each Director shall hold office for five years, and may be re-elected indefinitely.

Section 5.3. Nomination

Any natural person may be nominated by the method of nomination authorized by the Board or by any other method authorized by law.

Section 5.4. Election

The Directors shall be elected at meetings of the Board of Directors or as prescribed in Section 5.7 of these Bylaws. The candidates receiving the highest number of votes up to the number of Directors to be elected shall be elected. Each Director may cast one vote.

Section 5.5. Compensation

Directors and members of committees of the Board shall serve voluntarily and shall not be compensated for their services as directors or committee members, but may be reimbursed for reasonable and ordinary expenses. This section shall not be construed to preclude any Director from serving the Corporation in any other capacity, as an officer, agent, employee, or otherwise, or from receiving compensation for those services.

Section 5.6. Meetings

(a) Call of Meetings

Special meetings of the Board may be called by the President or the Secretary or any Director. Regular meetings of the Board may be held at such time and place as the **Board may fix**.

(b) Place of Meetings

All meetings of the Board shall be held at any place within California that has been designated by resolution of the Board or in the notice of the meeting, or if not so designated, at the principal office of the Corporation as specified in Section 3.1 of these Bylaws.

(c) Notice of Meetings

Notice of the time and place of meetings requiring notice shall be given to each Director by (i) first-class mail, postage prepaid; (ii) personal delivery of written notice; (iii) telephone, including a voice messaging system or other system of technology designed to record and

communicate messages, either directly to the Director or to a person at the Director's office who would reasonably be expected to communicate that notice promptly to the Director; (iv) facsimile; (v) electronic mail; or (vi) other electronic means. All such notices shall be given or sent to each Director's contact information shown on the Corporation's records. Notices sent by first-class mail shall be deposited in the United States mail at least four (4) days before a meeting. Notices given by other means shall be sent at least forty-eight (48) hours before the time set for the meeting. Notice of the meeting need not be given to any Director who signs a waiver of notice or a written consent to holding the meeting, or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting prior thereto or at its commencement, the lack of such notice either before or at the Commencement of the meeting.

(d) Quorum

A majority of Directors constitutes a quorum. In the absence of a quorum, no formal action shall be taken except to adjourn the meeting to a subsequent date.

(e) Transactions of the Board

Except as otherwise provided in the Articles, in these Bylaws, or by law, 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; provided, however, that any meeting at which a quorum was initially present may continue to transact business notwithstanding the withdrawal of Directors if any action taken is approved by at least a majority of the required quorum for such meeting, or such greater number as required by law, the Articles, or these Bylaws.

(f) Conduct of Meetings

The President of the Corporation, or any Director selected by the Directors present, shall preside at meetings of the Board of Directors. The Secretary of the Corporation or, in the Secretary's absence, any person appointed by the presiding officer, shall act as Secretary of the Board. Members of the Board of Directors may participate in a meeting through use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another. Such participation shall constitute personal presence at 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 law.

(g) Adjournment

A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than twenty-four (24) hours, notice of the adjournment to another time or place must be given prior to the time of the adjourned meeting to the Directors who were not present at the time of the adjournment.

Section 5.7. Action Without Meeting

Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board of Directors individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors. Such action by written consent shall have the same force and effect as the unanimous vote of the Directors.

Section 5.8. Removal of Directors

A Director shall be removed on the occurrence of any of the following events:

- (1) The Director has failed to attend three (3) consecutive meetings of the Board;
- (2) The Director has been declared of unsound mind by a final order of a court;
- (3) The Director has been found by a final order or judgment of any court to have breached duties imposed by Sections 7230 through 7238 of the Corporations Code on directors who perform functions with respect to assets held in charitable trust; or
- (4) The Director has breached their duty to act in the best interest of the corporation with good faith and fair dealing, and with such care as an ordinarily prudent person in a like position would use under similar circumstances, as declared by a majority vote of the Board of Directors.

Section 5.9. Resignation of Director

Any Director may resign effective on giving written notice to the President, the Secretary, or the Board of Directors of the Corporation, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be elected to take office when the resignation becomes effective. A Director shall not resign where the Corporation would then be left without a duly elected Director or Directors in charge of its affairs.

Section 5.10. Vacancies on the Board

(a) Causes

Vacancies on the Board of Directors shall exist on the term expiration, death, resignation, or removal of any Director; whenever the number of Directors authorized is increased; and on the failure of any election to elect the full number of Directors authorized. Any reduction in the authorized number of Directors shall not, by itself, result in any Director being removed.

(b) Filling Vacancies by Directors

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

Section 5.11. Conflicts

Upon acceptance of election as a Director, any Director who has a financial interest that might affect the Director's votes on the Corporation's business, shall identify the nature of the interest. Any Director having a conflict of interest with respect to any item of business to be voted upon shall state the nature of the possible conflict. Any Director who is uncertain whether a conflict of interest may exist in any matter, may request the Board to resolve the question by majority vote. The vote of any Director failing to declare a conflict may be challenged immediately after the vote is taken and the existence or non-existence of the conflict shall be resolved by a vote of a majority of the Directors present other than the challenged and challenging Directors.

Section 5.12. Indemnification

To the fullest extent permitted by law, the Corporation shall indemnify each of its present or former Directors and Officers against all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred by them in connection with any proceedings or any threatened proceedings (hereinafter "proceeding" includes any threatened proceeding) arising by reason of the fact that any such person is or was a Director or Officer of this corporation; provided that the Board determines that such person was acting in good faith and in a manner she or he believed to be in the best interest of the Corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. Payments authorized hereunder include amounts paid and expenses incurred in settling any such proceeding. The foregoing does not apply to any proceeding specifically excluded by law, which includes actions brought by or in the right of the Corporation and certain actions alleging self-dealing or breach of any duty relating to assets held in charitable trust.

ARTICLE 6. OFFICERS

Section 6.1. Number and Titles

The officers of the Corporation shall be a Chief Executive Officer (denominated the President and Chair of the Board), a Secretary, a Chief Financial Officer (denominated the Treasurer), and such other officers with such titles and duties as shall be determined by the Board and as may be necessary to enable the corporation to sign instruments. Any number of offices may be held by one person.

Section 6.2. Appointment and Removal of Officers

The Officers shall be chosen by and serve at the pleasure of the Board, subject to the rights, if any, of an officer under any contract of employment. Officers may be removed with or without cause by the Board of Directors by the affirmative vote of a majority of all of the Directors.

Section 6.3. Resignation of Officers

Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the Corporation under any contract to which the officer is a party.

Section 6.4. Responsibilities of Officers

(a) President (also denominated the Chief Executive Officer, Chair of the Board)

Subject to the control of the Board, the President shall be the Chair of the Board, Chief Executive Officer, and general manager of the Corporation. The President shall supervise, direct, and control the Corporation's activities, affairs, and officers. The President shall have such other powers and duties as the Board may designate.

(b) Secretary

The Secretary shall keep or cause to be kept a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, general, or special, and, if special, how authorized; the notice given; and the names of persons present at meetings.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board that these Bylaws require to be given. The Secretary shall keep or cause to be kept a copy of the Articles of Incorporation and Bylaws, as amended to date. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board may designate.

(c) Treasurer (also denominated the Chief Financial Officer)

The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the Corporation's properties and transactions. The books of account shall be open to inspection by any Director at all reasonable times.

The Treasurer shall (i) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board may designate; (ii) disburse the Corporation's funds as the Board may order; (iii) render to the President and the Board, when requested, an account of all transactions and of the financial condition of the Corporation; and (iv) have such other powers and perform such other duties as the Board may designate.

The Treasurer shall cause to be saved and restored to the Corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Treasurer on his or her death, disability, resignation, retirement, or removal from office.

ARTICLE 7. CORPORATE RECORDS AND REPORTS

Section 7.1. Keeping Records

The Corporation shall keep adequate and correct records of account and minutes of the proceedings of the Board and committees of the Board. The minutes shall be kept in written form. Other books and records shall be kept either in written form or in any other form capable of being converted into written form. The Corporation shall keep at its principal California office the original or a copy of the Articles of Incorporation and Bylaws, as amended to the current date.

Section 7.2. Fiscal Year

The fiscal year of the Corporation shall end at the close of business on December 31 of each year.

Section 7.3. Annual Report

The Board shall cause an annual report to be prepared not later than one hundred twenty (120) days after the close of the Corporation's fiscal year. The report shall contain a balance sheet as of the end of the fiscal year, an income statement, and 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. The annual report shall be furnished to all Directors. This Section shall not apply if the Corporation receives less than \$10,000 in gross revenues or receipts during the fiscal year.

Section 7.4. Annual Statement of Certain Transactions and Indemnifications

As part of the annual report, or as a separate document if no annual report is issued, the Corporation shall annually prepare and furnish to its Directors a statement of any transaction or

indemnification of the following kinds within 120 days after the end of the Corporation's fiscal year:

(a) Any transaction to which the Corporation was a party which involved more than \$5,000 or was one of a number of such transactions with the same person involving, in the aggregate, more than \$5,000, and in which any Director or Officer of the Corporation had a direct or indirect material financial interest (a mere common directorship is not a material financial interest).

The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the Corporation, the nature of their interest in the transaction, and, when practicable, the amount of that interest.

(b) A brief description of the amounts and circumstances of any loans, guaranties, indemnifications, or advances aggregating more than \$5,000 paid during the fiscal year to any Officer or Director of the Corporation.

ARTICLE 8. BYLAW CONSTRUCTION AND CHANGES

Section 8.1 Construction and Definitions

Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, the plural includes the singular, and the term "person" includes both a legal entity and a natural person.

Section 8.2. Bylaw Changes

Bylaws may be adopted, amended, or repealed by a two-thirds vote of Directors present at any meeting, provided a quorum is present and a copy of the proposed amendment(s) are provided to each Director at least one week prior to said meeting.

CERTIFICATE OF SECRETARY OF
SGBE, INC.

A California Nonprofit Mutual Benefit Corporation

I hereby certify that I am the duly elected and acting Secretary of said Corporation and that the foregoing Bylaws, comprising ten pages, constitute the Bylaws of said Corporation as duly adopted by the incorporator and ratified by the Board of Directors thereof on June 9, 2016.

Dated: _____

Peter Laidlaw
Secretary

CERTIFICATE OF SECRETARY OF

SGBE, INC.

A California Nonprofit Mutual Benefit Corporation

I hereby certify that I am the duly elected and acting Secretary of said Corporation and that the foregoing Bylaws, comprising ten pages, constitute the Bylaws of said Corporation as duly adopted by the incorporator and ratified by the Board of Directors thereof on June 9, 2016.

Dated: 6-9-16



Peter Laidlaw
Secretary

APPOINTMENT OF THE INITIAL DIRECTORS
AND ADOPTION OF BYLAWS OF
SBGE, INC.

A California Nonprofit Mutual Benefit Corporation

The undersigned, as Sole Incorporator of SBGE, Inc., a California nonprofit mutual benefit corporation (the Corporation), adopts the following resolutions on behalf of the Corporation:

WHEREAS, no bylaws have been adopted for the regulation of the affairs of the Corporation;

WHEREAS, it is deemed to be in the best interests of the Corporation that the bylaws be adopted as the bylaws of the Corporation; and

WHEREAS, under Corporations Code section 7134, the Sole Incorporator is authorized to adopt the bylaws:

IT IS RESOLVED THAT the bylaws attached to these resolutions are adopted as the Corporation's bylaws; and

IT IS FURTHER RESOLVED THAT the Secretary of the Corporation is authorized and directed to execute a certificate of the adoption of these bylaws, to insert the bylaws as so certified in the minute book of the Corporation, and to see that a copy of the bylaws, similarly certified, is kept at the principal office to transact the business of the Corporation.

WHEREAS, the bylaws of the Corporation provide that the initial authorized number of directors of the Corporation shall be 2; and

WHEREAS, under Corporations Code section 7134, the Sole Incorporator is authorized to elect the initial directors of the Corporation:

IT IS RESOLVED THAT the following persons are hereby elected as the Initial Directors of the Corporation, to serve for a term of five years, or until they resign or are removed, or until their successors are duly elected and qualified: Tiffany McCommon and Peter Laidlaw.

Date: 6/9/16



McCommon, Sole Incorporator

RESOLVED, FURTHER, that the Corporation may rely on communications sent to the Corporation by electronic transmission from the email address listed on the form of Consent attached as Exhibit A.

RESOLVED, that the Corporation may enter into an agreement to borrow money from the Directors and Officers to pay for the capital, start up, and initial operating costs as detailed in Exhibit B.

This Consent may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument. Facsimile signatures shall be acceptable to bind the parties and shall not affect the validity of this Consent.

IN WITNESS WHEREOF, the undersigned have duly executed this Consent as of

_____.




McCommon, Director



Peter Laidlaw, Director

EXHIBIT A: CONSENT TO USE OF ELECTRONIC TRANSMISSIONS

In accordance with Corporation Code 20 and 5079 and Article 5, Section 5.6 of the Bylaws of this corporation, the undersigned hereby agrees to the following:

1. The Corporation may send meeting notices, annual reports, and all other materials to me by electronic transmission at the e-mail address listed below.
2. The Corporation may rely on communications sent by me to the corporation by electronic transmission from the e-mail address listed below for any purposes, including action by written consent. I hereby certify that the corporation may reasonably conclude that I am the author of communications so sent.

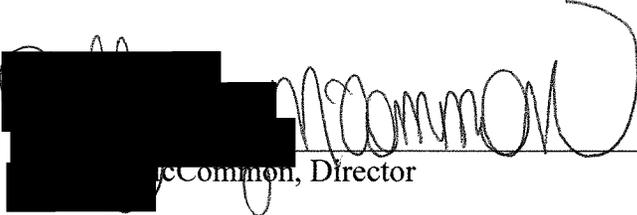
Electronic transmissions may be sent and received to the following addresses:

██████████ McCommon: info@sierragreenbelt.com

Peter Laidlaw: pete@sierrabloom.com

This consent shall remain in full force and effect until I revoke it in writing and so notify the corporation.

Date: 6-9-10



 McCommon, Director

Date: 6-9-10



 Peter Laidlaw, Director

EXHIBIT B: LOANS TO THE CORPORATION

The following loans are made to the corporation for start up and capital costs and initial operating expenses:

McCommon \$

SGBE, Inc., shall repay McCommon listed above \$500.00 per month as soon as the corporation can reasonably afford to do so, but starting no later than January 1, 2017. SGBE, Inc., shall pay monthly payments to McCommon until the principal amount is paid in full. No interest, fees, or penalties shall be paid by SGBE, Inc., to McCommon. If SGBE, Inc., dissolves, terminates, and/or otherwise ceases conducting business before this debt is paid in full, every reasonable attempt shall be made to repay McCommon in full before any and all other creditors. If upon dissolution or termination there are not enough remaining assets to pay each Lender included in this Action by Unanimous Consent, the Lenders shall be paid an equal amount of the assets available to pay SGBE, Inc.'s debts.

CONFLICT DECLARATION

The following directors have a financial interest in this item of business: T McCommon

The Corporation entered into this transaction for its own benefit. The transaction is just and reasonable to the Corporation. McCommon will receive no fees or interest or other financial benefits as a result of this transaction.

SIGNED AND AGREED ON THE DATES LISTED BELOW

Date: 6-9-16 [Signature] McCommon, Lender, Director

Date: 6-9-16 [Signature] Peter Laidlaw, Director

REDACTION JUSTIFICATION INSERT
 (To be inserted for every instance of redaction)

Nevada City Medical Cannabis Business Name: SAGE DBA Bloomfield

The following page(s): f-118
 <insert unique page identifier, or identifier range>

has (have) been redacted or withheld from public disclosure, as determined by

Brooke McCommon, CEO-Owner
 <insert name, professional title, affiliation with applicant>

because the information contained therein is exempt from disclosure under the following Government Code provisions:

Mark with "X" where applicable	Government Code provision:	Examples of information that may be withheld pursuant to each government code section:
	Section 6254, subd. (c)	Personal, medical, or similar files, the disclosure of which would constitute an unwarranted invasion of privacy
	Section 6254, subd. (f)	Investigatory or security files compiled by a local agency for licensing purposes
X	Section 6254, subd. (n)	Licensee's personal financial data
	Section 6255, subd. (a)	Personal contact information (business contacts should not be redacted)
	Section 6254	General public interest exemption (provide explanation below)
	Other	(Provide explanation below)

Explanation for redaction:

*****Please note that if objection is made for the redactions on a public document request, you may be called upon to more thoroughly justify the reason for redaction. Any costs incurred by the city attorney to determine whether items marked for redaction are in compliance with Government Code Sections 6254 and 6255 may be passed on to the applicant.*****

REDACTION JUSTIFICATION INSERT
 (To be inserted for every instance of redaction)

Nevada City Medical Cannabis Business Name: JGBE - Bloomfield

The following page(s): f.4, f.5, f.11, f.13, f.17-19, f.21, f.25-27
 <insert unique page identifier, or identifier range>

has (have) been redacted or withheld from public disclosure, as determined by

Brooke McCommon, CEO OWNER
 <insert name, professional title, affiliation with applicant>

because the information contained therein is exempt from disclosure under the following Government Code provisions:

Mark with "X" where applicable	Government Code provision:	Examples of information that may be withheld pursuant to each government code section:
	Section 6254, subd. (c)	Personal, medical, or similar files, the disclosure of which would constitute an unwarranted invasion of privacy
	Section 6254, subd. (f)	Investigatory or security files compiled by a local agency for licensing purposes
	Section 6254, subd. (n)	Licensee's personal financial data
X	Section 6255, subd. (a)	Personal contact information (business contacts should not be redacted)
	Section 6254	General public interest exemption (provide explanation below)
	Other	(Provide explanation below)

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