



MEETING OF THE MEDICAL CANNABIS COMMISSION

North Berkeley Senior Center
1901 Hearst Avenue
Multipurpose Room (First Floor)

Thursday, January 28, 2016
6:00 PM – 10:00 PM

AGENDA SPECIAL MEETING

- I. **Call to Order**
 - A. Roll Call
 - B. Changes to Order of Agenda

- II. **Consideration of Medical Cannabis Dispensary Applicants**
 - A. Staff Introduction
 - B. Presentations by Dispensary Applicants (10 minutes each)
 - C. Questions from the MCC (1 hour)
 - D. Public CommentAttachment: Staff report

- III. **Information Items** (*In compliance with the Brown Act, no action may be taken on these items. However, they may be discussed and placed on a subsequent agenda for action.*)
None.

- IV. **Correspondence**
None.

- V. **Adjournment**

Berkeley Medical Cannabis Commission website: <http://www.cityofberkeley.info/medicalcannabis/>

Medical Cannabis Commission Secretary: Elizabeth Greene, 2118 Milvia Street 2nd Floor, Berkeley CA 94704. Phone: 510-981-7484 EGreene@cityofberkeley.info

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Any writings or documents provided to a majority of the Commission regarding any item on this agenda will be made available for public inspection at the Planning and Development Department located at 2120 Milvia Street, Berkeley CA. Please contact the Commission Secretary for further information.

 This meeting is being held in a wheelchair accessible location. To request a disability-related accommodation(s) to participate in the meeting, including auxiliary aids or services, please contact the Disability Services specialist at 981-6342 (V) or 981-6345 (TDD) at least three business days before the meeting date.

Attendees at public meetings are reminded that other attendees may be sensitive to various scents, whether natural or manufactured, in products and materials. Please help the City respect these needs.

To: Medical Cannabis Commission
From: Elizabeth Greene, Commission Secretary
Subject: Selection of the City's Fourth Authorized Cannabis Dispensary
Date: January 28, 2016

RECOMMENDATION

- 1) Consider the staff report/information and presentations from the applicants;
- 2) Take public comment; and
- 3) Make a recommendation to the City Council.

SUMMARY

The Dispensary selection process consists of four Rounds:

- Round 1: Application and Determination of Applicability;
- Round 2: Initial Ranking – Minimum Qualifications;
- Round 3: Second Ranking – Bonus Points; and
- Round 4: Selection.

The process is currently in the middle of Round 4. This Round consists of three steps: 1) community meetings held by each applicant, 2) review and possible recommendation by the Medical Cannabis Commission (MCC) and 3) review and decision by the City Council on the final candidate.

The MCC will consider the final six applicants over a period of two meetings, to be held on January 28th and February 4th. At the end of the second meeting, the MCC will make a recommendation to the City Council regarding a fourth dispensary. This report will provide additional information related to the process and the applications.

The applications for the six proposed dispensaries have been available for review on the MCC's website since October 2015:

http://www.cityofberkeley.info/Planning_and_Development/Commissions/Commission_f_or_Medical_Cannabis/Dispensary_Applications.aspx. Additional information, such as a map of proposed locations, staff rankings, and communications from the public, is included in this report and will be described in greater detail below.

DISCUSSION

Dispensary selection process and progress to date:

In 2010, Berkeley voters approved Measure T, which allowed for a fourth medical cannabis dispensary to operate in Berkeley along with the three already permitted dispensaries. In July 2014, the City Council adopted specific dispensary regulations as called for in Measure T as a prerequisite for approving a fourth dispensary. At the same time, the Council adopted a Ranking and Allocation process to select the fourth dispensary.

The dispensary selection process is made up of four Rounds:

Round 1: Determination of Eligibility and Application (City staff to evaluate all applications for completeness and Principal eligibility. Incomplete applications would not be forwarded to Round 2.)

Round 2: Initial Ranking (City staff to rank the applications based on the mandatory elements of the applications and forward the top ten applications to Round 3.)

Round 3: Second Ranking (City staff to rank the top ten applications based on the bonus elements of the applications and forward the top five applications to Round 4.)

Round 4: Selection (The top five ranked applications would hold community meetings and be considered by the MCC before the Council would make a final selection.)

See Attachment 1 for a complete description of these Rounds as approved by Council in Resolution 66,711-N.S.

The selection process began in January 2015 with the opening of the application period. Twelve applications were submitted. During Round 1, one applicant voluntarily withdrew his application, and another four applications were deemed incomplete by City staff. The seven remaining applications were considered in Round 2 and automatically forwarded to Round 3. During Round 3, two applicants consolidated their applications, resulting in six applicants. The City Council modified the selection process to allow all six to be considered in Round 4, rather than dropping the applicant with the lowest staff ranking. All six remaining applicants held community meetings in November 2015. See Attachment 2 for a more detailed description of the selection process to date.

Format for MCC meetings:

The MCC review of the applicants will take place over the course of two meetings on Thursday, January 28th and Thursday, February 4th. The January 28th meeting will follow the following format:

- 10 minute presentations by each applicant;
- Up to one hour of questions from the MCC; and
- Public comment.

The February meeting will allow for additional public comment at the beginning of the meeting. Following public comment, the MCC will discuss the applicants and decide on a recommendation for the City Council.

Applicant information:

There are six final applicants for consideration in the final selection process. The name and address of each are listed below in alphabetical order:

The Apothecarium – 2578 Shattuck Ave

Berkeley Compassionate Care Collective – 2465 Telegraph Ave

Berkeley Innovative Health – 1229 San Pablo Ave

Berkeley Women's Cannabis Alliance, dba Blum Boutique – 2067 University Ave

The Cannabis Center – 1436 University Ave

iCANN Health Center – 3243 Sacramento Ave

Each applicant includes a specific proposed location as part of its application. The applications are available for review at:

http://www.cityofberkeley.info/Planning_and_Development/Commissions/Commission_f_or_Medical_Cannabis/Dispensary_Applications.aspx.

Additional information:

This report includes the following additional information:

- City map showing the locations of the proposed dispensaries;
- City staff rankings;
- Notes from the dispensaries' community meetings; and
- Correspondence from the public.

Map

Per state and local law, dispensaries must locate in commercially-zoned districts and cannot locate within 600 feet of an existing dispensary or a school that includes any grade between kindergarten and 12th grade. In November 2014, staff developed a map identifying the location of the existing dispensaries and schools and included a 600-foot buffer around each to identify commercial areas that could not be considered for the fourth dispensary. The map included with this packet (see Attachment 3), shows the buffers around the existing dispensaries and schools, as well as the locations of the six proposed dispensaries.

Staff rankings

The selection process required that a panel of three staff members, appointed by the City Manager, rank the applications in Rounds 2 and 3. The ranking would be used to reduce the number of applicants coming out of each Round, with 10 coming out of Round 2, and 5 applicants coming out of Round 3 and into the final round. The Round 2 ranking was based on the mandatory requirements of each application: the Business Plan, Safety and Security Plan and Neighborhood Compatibility Plan. Round 3 evaluated the bonus point items such as Availability of Professional Services, Labor/Employment, and Qualification of Principals. The points that could be assigned in each category, and the criteria to use, are outlined in Resolution 66,711-N.S. (Attachment 1).

Staff performed the Round 2 and Round 3 rankings in order to be able to select the top five applicants to move on to Round 4. Due to the number of applicants that were deemed complete and a Council modification to the selection process, the rankings were not used to eliminate any applications. Since only seven applications were deemed complete after Round 1, all seven candidates moved into Round 3.

When two candidates consolidated and the Council decided to change the selection process to allow six candidates move into Round 4, the ranking was not necessary to select top candidates for Round 4.

The rankings are included in Attachment 4 for information purposes and are presented in alphabetical order.

Community Meetings

The selection process required each applicant to hold a community meeting. The purpose of each meeting was to inform residents, business owners and property owners in the immediate area about the proposed dispensary and provide an opportunity for the community to ask questions and make comments. Notices were sent to property owners and residents within 300 feet of each proposed dispensary site.

Staff attended each meeting and drafted a brief overview of each meeting, with information about meeting attendance and the main questions and concerns that were heard at the meeting. The meeting notes are presented in alphabetical order in Attachment 5.

Correspondence from the Public

Staff has received over 75 e-mails and letters regarding the dispensary applications. These are included as Attachment 6, and are grouped according to dispensary.

CONCLUSION

The MCC should consider all information (applications, presentation, staff report, public comment) regarding the applicants and make a recommendation to forward to Council.

Attachments:

1. Resolution 66,711-N.S., the Dispensary Ranking and Allocation Process
2. Memo: Dispensary selection process to date
3. Map of Berkeley showing schools, existing dispensaries and proposed dispensaries
4. Staff ranking matrix
5. Staff notes from community meetings
6. Correspondence received related to applications

RESOLUTION NO. 66,711-N.S.

ADOPTING RANKING AND ALLOCATION CRITERIA AND PROCEDURE FOR
MEDICAL CANNABIS DISPENSARIES

WHEREAS, on July 1, 2014, the City Council adopted the first reading of a new Chapter 12.27 of the Berkeley Municipal Code, which establishes operating standards for medical cannabis dispensaries in Berkeley and will take effect thirty days following the second reading of the Ordinance; and

WHEREAS, when Chapter 12.27 becomes effective it will permit the operation of a limited number of additional dispensaries in Berkeley; and

WHEREAS, the City Council anticipates that there will be more applicants to operate the limited number of additional dispensaries than available slots, and accordingly some system for allocating those limited slots is necessary.

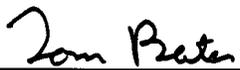
NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the Ranking and Allocation Process attached hereto as Exhibit A is hereby adopted.

The foregoing Resolution was adopted by the Berkeley City Council on July 1, 2014 by the following vote:

Ayes: Anderson, Arreguin, Capitelli, Maio, Moore, Wengraf, Worthington,
Wozniak and Bates.

Noes: None.

Absent: None.



Tom Bates, Mayor

Attest: 

Mark Numainville, CMC, City Clerk

RANKING/ALLOCATION PROCESS FOR MEDICAL CANNABIS DISPENSARIES

INTRODUCTION

This process is adopted pursuant to and to implement Berkeley Municipal Code Chapter 12.27. The competitive process and criteria below will be used for determining which Dispensaries may fill any unoccupied slots under the City's 4-dispensary cap, adopted in 2010, and codified in Section 12.26.130. As of the adoption of this Process, there were three operating Dispensaries, and one open slot, however additional slots may become available in the future either as a result of attrition or amendment of Section 12.26.130, or for other reasons.

PUBLIC INFORMATION

Applications and associated materials in the possession of the City are public records. While certain information will likely be exempt from disclosure, other information will not be, and some information will necessarily be made public as part of the ranking process. In complying with the Public Records Act, the City will make reasonable efforts to keep sensitive information from being disclosed, but cannot guaranty that information an applicant may want to be kept confidential will not be disclosed. The City will make reasonable efforts to notify applicants whenever requests for disclosure of their information are received. The City shall not in any way be liable for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Public Records Act, and applicants assume the risk of such disclosure by submitting their applications.

SUMMARY OF PROCESS

The ranking/allocation process shall consist of a single comprehensive application, and four rounds of evaluation, which are summarized below.

Round 1: Application and Determination of Eligibility

Staff will conduct a background and criminal history check and evaluate whether an application demonstrates eligibility under Section 12.27.030.

Each Principal must attain a passing grade on a Medical Cannabis competency test.

Successful applicants whose applications meet these requirements will be forwarded on to Round 2.

Materials submitted by applicants who do not pass the qualification round will be returned to them, and all copies of those materials will be destroyed.

Round 2: Initial Ranking – Minimum Qualifications

Applicants will be ranked based on criteria below.

- Proposed Location(s) of business
- Business Plan
- Neighborhood Compatibility Plan
- Safety and Security Plan

The top 10 applicants would move on to Round 3.

Round 3: Second Ranking – Bonus Points

Points will be awarded based on the categories listed below. The top five applications would move to the Selection process.

- Availability of Professional Services
- Community Benefits
- Enhanced Product Safety
- Environmental Benefits
- Labor & Employment
- Local Enterprise
- Location (final)
- Qualifications of Principals
- Consolidation

Round 4: Selection

The City Council will then make the final decision from among the top five candidates.

DESCRIPTION OF PROCESS

A. Round 1 – Application and Determination of Eligibility

1. Application Requirements

Before accepting applications, the City will give at least 60 days public notice that applications to operate a Dispensary or Dispensaries will be accepted pursuant Chapter 12.27. The notice shall specify a deadline for submission of applications, as well as the number of Dispensaries for which applications will be accepted.

All Applicants will be required to submit an application on a form provided by the City. Applications shall be signed by a Principal under penalty of perjury that she or he has personal knowledge of the information stated in the application and that it is true.

The application shall include such information as the City may require that demonstrates compliance with applicable provisions of Chapter 12.27, as well as the following:

1. The name of a single point of contact for the applicant, who shall be a Principal.
2. All information required by Section 12.27.040.
3. A description of the Dispensary and its proposed location(s), including the address of any proposed facility with proof of ownership, lease, and or letter of owner's willingness to lease. A signed lease is not to be given any additional consideration until Round 3.
4. Plans for alteration of any existing buildings.
5. Business Plan. The business plan must contain as much detail as possible on the day-to-day operation of the Dispensary and how it will conform to applicable state and local laws and the Attorney General's Guidelines. The business plan shall describe: mechanisms for ensuring that the Dispensary will operate on a Not-for-Profit basis; a description of how Medical Cannabis will be tracked and monitored to prevent diversion, such as by verifying the status of recommending physicians and retaining all written recommendations from recommending physicians; a schedule for beginning operation, including a narrative outlining any proposed construction and improvements and a timeline for completion. The business plan shall include a budget for construction, operation, maintenance, compensation of employees, equipment costs, utility costs, and other operation and maintenance costs, and shall demonstrate sufficient capital in place to pay startup costs and at least three months of operating costs, as well as a description of the sources and uses of funds. Proof of capitalization shall be in the form of documentation of cash or other liquid assets on hand, Letters of Credit or other equivalent assets. The business plan shall also include a pro forma for at least three years of operation.
6. Neighborhood Compatibility Plan. The application must describe how the Dispensary, including its exterior areas and surrounding public areas, will be managed so as to avoid becoming a nuisance or having impacts on its neighbors and the surrounding community.
7. Location(s). The application must describe the proposed location or locations of the Dispensary, all confronting and abutting uses, transit access and accessibility and nearby sensitive uses.
8. Safety and Security Plan. The application shall include a detailed description of Fire prevention, suppression, HVAC and alarm systems that includes an assessment of the facility's fire safety by a qualified Fire prevention suppression consultant. An appropriate plan will have considered all possible fire, hazardous material, and inhalation issues/threats and will have both written and physical mechanisms in place to deal with each specific situation.

The security plan shall include a description and detailed schematic of the overall facility security. Applicants shall detail their operational security including but not limited to general security policies for the facility, employee specific policies, training, sample written policies, transactional security, visitor security, 3rd party contractor security, and delivery security. In particular Applicants should address ingress and egress access, perimeter security, product security (at all hours), internal security measures for access (area specific), types of security systems (alarms and cameras), and security personnel to be employed. The security plan shall also include an assessment of site security by a qualified security consultant. Security plans shall not be made public.

During the evaluation period, security plan details that could aid persons who wish to commit security violations shall be considered to be confidential and shall not be released unless ordered by a court.

9. Environmental Benefits. The application must describe any proposed “green” business practices relating to energy and climate, water conservation, and materials and waste management. Specific “green” practices that are encouraged are:
 - a. maximizing energy efficiency;
 - b. where applicable, applying for and using available PG&E programs for free technical assistance for design and construction of building shell, tenant improvements, building systems and processes;
 - c. using renewable energy;
 - d. reducing transportation emissions (e.g., use of biofuels, electric vehicles);
 - e. using green building measures;
 - f. any other efforts to reduce or offset any greenhouse gas emissions
 - g. reuse and remediation of Brownfield sites;
 - h. water conservation, including recycling and on-site treatment, if permitted
 - i. developing a zero waste plan for operations;
 - j. minimizing packaging and using recycled content, recyclable and reusable materials, throughout the supply chain;
 - k. implementing a reuse plan for materials used;
 - l. providing a prediction of and implementing an operational phase waste stream broken down by refuse, recycled materials and composted materials by volume;
 - m. using organic fertilizers and pest control measures; and
 - n. minimizing use of hazardous or toxic substances and preventing them from entering the soil, air or water.

10. Community Benefits. The application shall describe benefits that the Dispensary would provide to the local community. Examples of such benefits are:
 - a. providing re-entry jobs and job training to the unemployed;
 - b. contributing to/supporting domestic violence prevention programs;
 - c. contributing to/supporting Parks and Recreation Centers, libraries, or funding for arts, culture, and environmental programs;
 - d. contributing to/supporting Children/Youth programs and intervention services;

- e. contributing to/supporting substance abuse education and rehabilitation programs;
 - f. funding foreclosure prevention and foreclosure abatement programs, including eviction defense following foreclosure;
 - g. provision of high quality Medical Cannabis to low income Members;
 - h. any other neighborhood improvements.
11. Enhanced Product Safety. The application shall state how the Dispensary will ensure enhanced consumer safety by testing for biological and chemical contaminants, specified by the City Manager pursuant to state or federal standards for food, drugs or tobacco.
12. Labor and Employment. The application shall describe to what extent the Dispensary will adhere to heightened pay and benefits standards and practices, including recognition of the collective bargaining rights of employees. Specific practices that are subject to consideration include the following:
- a. providing compensation to and opportunities for continuing education and training of employees/staff (applications should provide proof of the Dispensary's policy and regulations);
 - b. being a "card check-neutral" facility;
 - c. having obtained pre-existing recognition from a certified labor union;
 - d. being party to a collective bargaining agreement with a certified labor union; and
 - e. providing a "living wage" to facility staff and employees. Wage scale should be provided in writing for all levels of employment at the facility. "Living Wage" shall mean 200% of the minimum wage mandated by California or Federal law, whichever is greater.
13. Local Enterprise. The application shall state the extent to which the Dispensary will be a locally managed enterprise whose Principals reside within Berkeley and/or the following adjacent cities: Albany, Kensington, Oakland and Emeryville.
14. Availability of Professional Services. The application shall state the extent to which the Dispensary will provide professional services related to the use of Medical Cannabis to Members, whether on- or off-site. Such services may include, but are not necessarily limited to, medical or technical consulting, referrals to providers of such services, mental health services, alternative health care to the extent permitted by state law, diet and nutritional advice, and similar types of services, but shall not include recommending the use of Medical Cannabis.
15. Qualifications of Principals. The application shall include information concerning any special business or professional qualifications or licenses of principals that would add to the number or quality of services that the Dispensary would provide, especially in areas related to Medical Cannabis, such as scientific or health care fields.

2. Determination of Eligibility

Staff will undertake background and criminal history checks, verify whether the applications provide complete and accurate information and demonstrate compliance with the eligibility requirements of Section 12.27.030.

If an application meets these requirements, each Principal will be required to attain a passing grade on a Medical Cannabis competency test to demonstrate a working knowledge of state and local compliance standards.

Applications that include all required information will be considered.

Late and incomplete applications will not be considered.

Applicants who pass the Medical Cannabis competency test and whose applications meet these requirements will be eligible to continue to Round 2.

Determinations in Round 1 will be final and not be subject to appeal.

3. Competitive Ranking Process

Applications that pass Round 1 will be reviewed by a three-person panel of City staff designated by the City Manager. The reviewing panel will evaluate applications in each succeeding round based on how well they satisfy the criteria for that round. In evaluating applications, the reviewing panel shall consider the quality and responsiveness of the application with respect to each of the topics covered. The evaluation and ranking of the applications and allocation of Dispensary slots shall lie within the sole judgment and discretion of the reviewers.

B. Round 2 – Initial Ranking: Minimum Qualifications

In Round 2, the reviewing panel will evaluate each application against the criteria in, and assign points based on, the following table.

Topic	Maximum Possible Points
Proposed Location(s)	400
Business Plan	300
Neighborhood Compatibility Plan	400
Safety and Security Plan	400
Total possible	1500

The top 10 applicants will move on to Round 3.

The reviewing panel will rank the remaining applicants by assigning points in each of the categories in the table below. "Consolidation" points shall be awarded for consolidation with one or more of the other top ten applications. The top five applications, based on the total number of points from Rounds 2 and 3 will then move to

the Selection process. In the case of a consolidated application, the average number of total points shall be used.

C. Round 3 – Second Ranking: Bonus Points

Topic	Maximum Possible Points
Availability of Professional Services	300
Enhanced Product Safety	200
Environmental Benefits	200
Community Benefits	300
Labor & Employment	300
Local Enterprise	500
Location (final)	500
Qualifications of Principals	500
Consolidation (with applicants that pass Round 2)	150 for each consolidation, maximum of 300
Total possible	2800 (plus up to 300 for consolidation)

D. Round 4 – Selection

Within 45 days after Round 3 is completed, each applicant shall conduct a public meeting in the area or areas proposed for its Dispensary. If no location in the immediate area is available, the applicant shall use a community facility that is as near as possible. Notice of such public meetings shall be on a form approved by the City and shall be provided as set forth in BMC Chapter 23B.32 for Use Permit public hearings. Within 5 days after notice of the public meeting is mailed, an applicant shall provide to the City a copy of the notice of the public meeting, a list of addresses to which it was sent, and an affidavit of mailing. An applicant that does not hold a public meeting within this period of time shall be disqualified.

After the public meetings are completed the applications shall be presented to the Medical Cannabis Commission, which may make a recommendation to the City Council.

The City Council will then establish the final ranking of applications and make its selection from among the top five.

Notice of the public meetings of the Commission and Council shall be provided as set forth in BMC Chapter 23B.32 for Use Permit public hearings.

To: Medical Cannabis Commission
From: Elizabeth Greene, Commission Secretary
Subject: Approved Dispensary Selection Process and Details Regarding Implementation to Date
Date: January 28, 2016

The following memo summarizes the selection process and how it has been implemented. For a complete description of the selection process, see Resolution 66,711-N.S., the dispensary selection process which was approved by the City Council in July 2014.

Fourth dispensary selection process: On July 8, 2014, the City Council adopted specific regulations for medical cannabis dispensaries, as called for in Measure T. Since these new regulations would allow a fourth dispensary to operate in Berkeley, a Ranking and Allocation (selection) process (Resolution 66,711-N.S.) was adopted at the same time.

The selection process was made up of four Rounds:

- 1) Round 1: Determination of Eligibility and Application (evaluate all applications for completeness and principal eligibility. Incomplete applications would not be forwarded to Round 2.)
- 2) Round 2: Initial Ranking (rank the applications based on the mandatory elements of the applications and forward the top ten applications to Round 3.)
- 3) Round 3: Second Ranking (rank the top ten applications based on the bonus elements of the applications and forward the top five applications to Round 4.)
- 4) Round 4: Selection (the top five ranked applications would hold public meetings and be considered by the MCC before the Council would make the final ranking and selection.)

Process to date: Once the selection process was approved, staff worked to develop the items necessary to conduct the selection process. An application form, guidelines and fees were developed and posted on the City's website in December 2014.

The application period ran from January 12 until March 20, 2015. Applications were only accepted if they had the initial fee, proof that the Principals had applied for a background check with the City of Berkeley's Police Department, and a proposed location that met the location requirements (in a commercial district and at least 600 feet away from an existing dispensary or an elementary or high school).

Round 1: Twelve applications were received by the March 20th deadline. Staff reviewed the applications to determine whether information was missing from the applications. Based on the selection process guidelines, staff sent letters to all of the applicants, giving each specific details regarding the information that was missing. All

applicants were also asked to submit a letter from the property owner of the proposed dispensary site stating the owner's awareness of the application and willingness to consider renting to a medical cannabis dispensary.

The applicants were given 30 days, until April 29th, to submit this information. After this date, four applications were deemed incomplete due to missing property owner verification, missing proof of organizational status and/or lack of an eligible Principal. A fifth applicant withdrew his application for personal reasons.

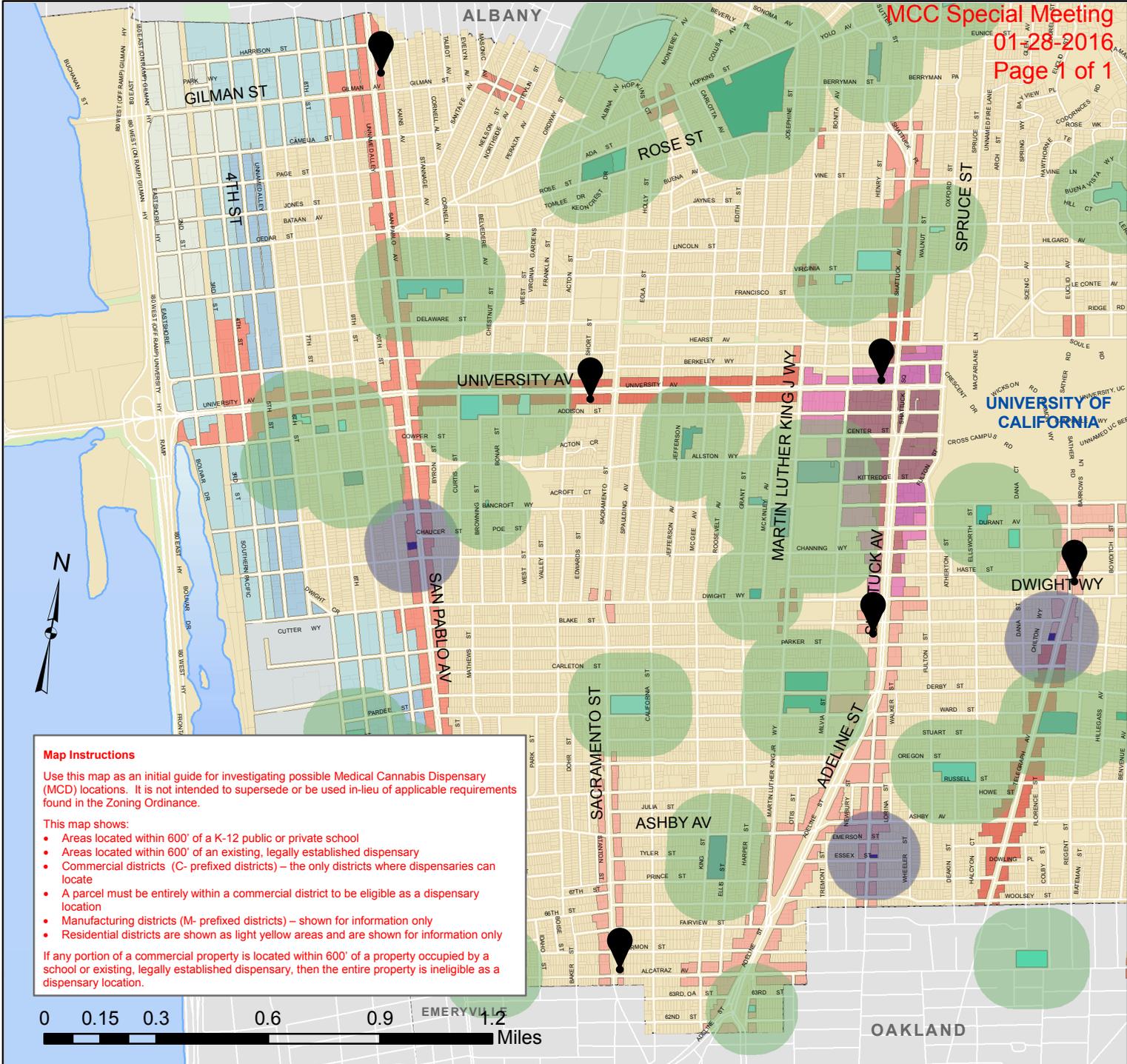
Round 2: The remaining seven applicants were reviewed by a panel of City staff appointed by the City Manager. Since there were fewer than 10 applicants in this round, the Round 2 rankings were not needed to identify the top 10 applicants for Round 3; all seven applications were forwarded to Round 3. The Round 2 was completed so that it could be used in combination with the Round 3 rankings to identify the top five applications.

Round 3: The remaining seven applicants were reviewed by the City staff panel. At this time, two of the applicants, iCANN and CRAFT, chose to consolidate their proposals, reducing the number of applications to six. Also during this time, the City Council held a hearing on September 29, 2015 to consider a request by a former applicant (Charley Pappas) to reevaluate the status of his application which had been deemed incomplete by staff (Community Partnership 4 Health (CP4H)). At this hearing, the City Council did not take any action to change the staff determination regarding CP4H, but did approve a staff recommendation to forward all of the six remaining applicants to Round 4, rather than limiting that round to the top five applicants, as specified in the approved selection process. Because all of the applicants were forwarded to Round 4, the staff ranking was not used to eliminate any applications.

Round 4: The six applicants each held a community meeting with residents and property owners of each proposed dispensary location. Each meeting was advertised to all residents and property owners within a 300-foot radius of the applicable proposed dispensary location. The purpose of each meeting was to allow the applicants to describe the specific proposal for a location and answer questions from the community. These meetings were held between November 7th and November 20th, 2015.

DISPENSARY

600 FT BUFFER



600' Buffers

- Schools Buffer
- Dispensary Buffer

Dispensaries

- 2366 San Pablo Ave
- 2590 Telegraph Ave
- 3033 Shattuck Ave

Zoning Districts

Commercial (where disp. can locate)

- C-DMU Core
- C-DMU Outer Core
- C-DMU Corridor
- C-DMU Buffer
- C-1
- C-E
- C-N
- C-N(H)
- C-NS
- C-NS(H)
- C-SA
- C-SO
- C-T
- C-W

Non Commercial (shown for info only)

- Residential / other
- M
- MM
- MULI
- MUR

School Addresses

- 1400 ADA ST
- 1294 ALBINA
- 410 ALCATRAZ AVE
- 1086 ALCATRAZ
- 920 ALLSTON WAY
- 207 ALVARADO RD
- 1227 BANCROFT WAY
- 1809 BANCROFT WAY
- 2314 BANCROFT WAY
- 2722 BENVENUE AVE
- 2138 CEDAR ST
- 6886 CHABOT RD
- 2955 CLAREMONT AVE
- 2727 COLLEGE AVE
- 840 COLUSA AVENUE
- 1500 DERBY ST
- 2340 DURANT AVE
- 2023 EIGHTH ST
- 2800 FOREST AVENUE
- 901 GRAYSON
- 1009 HEINZ AVE
- 1009 HEINZ
- 1 HILLER DR
- 2125 JEFFERSON AVE
- 1581 LEROY AVE
- 2300 M L KING JR WAY
- 2701 M L KING JR WAY
- 3339 M L KING JR WAY
- 2446 MCKINLEY AVE
- 1225 MILVIA ST
- 1130 OXFORD ST
- 1731 PRINCE ST
- 830 REGAL RD
- 1475 ROSE ST
- 1781 ROSE ST
- 2241 RUSSELL ST
- 1701 SAN PABLO AVE
- 2016 SEVENTH ST
- 2027 SEVENTH ST
- 2425 STUART ST
- 1222 UNIVERSITY AVE
- 1310 UNIVERSITY AVE
- 1940 VIRGINIA ST
- 2015 VIRGINIA ST

Proposed Dispensaries

- 1229 San Pablo Ave
- 1436 University Ave
- 2067 University Ave
- 2465 Telegraph Ave
- 2578 Shattuck Ave
- 3243 Sacramento St

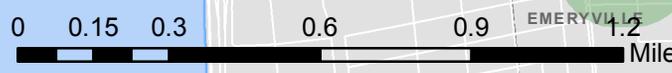
Map Instructions

Use this map as an initial guide for investigating possible Medical Cannabis Dispensary (MCD) locations. It is not intended to supersede or be used in-lieu of applicable requirements found in the Zoning Ordinance.

This map shows:

- Areas located within 600' of a K-12 public or private school
- Areas located within 600' of an existing, legally established dispensary
- Commercial districts (C- prefixed districts) – the only districts where dispensaries can locate
- A parcel must be entirely within a commercial district to be eligible as a dispensary location
- Manufacturing districts (M- prefixed districts) – shown for information only
- Residential districts are shown as light yellow areas and are shown for information only

If any portion of a commercial property is located within 600' of a property occupied by a school or existing, legally established dispensary, then the entire property is ineligible as a dispensary location.



DISCLAIMER: This map is based on the **best information available at the time of publication.** The City of Berkeley **does not guarantee** the accuracy, completeness, or usefulness of any information. The City of Berkeley provides this information on an "as is" basis without warranty of any kind, including but not limited to warranties of merchantability or fitness for a particular purpose, and assumes no responsibility for anyone's use of the information.

Staff Ranking, Round 2

	Business Plan	Community Location	Safety and Security Plan	Neighborhood Compatibility Plan	Total point, Round 2	Staff ranking, Round 2
Maximum points available	300	400	400	400	1500	
The Apothecarium	275	350	350	350	1325	1
Berkeley Compassionate Care Center	100	50	100	50	300	6
Berkeley Innovative Health	175	200	300	100	775	5
Berkeley Women's Cannabis Alliance, dba Blum Boutique	200	350	350	150	1050	3
The Cannabis Center	50	250	0	0	300	6
CRAFT - Citizens Research Alliance for Therapeutics	175	350	200	200	925	4
iCANN Health Center	225	350	325	300	1200	2

Staff Ranking, Round 3

	Availability of Professional Services	Community Benefits	Enhanced Product Safety	Environmental Benefits	Labor and Employment	Local Enterprise	Location (final)	Qualifications of Principals	Consolidation	Total points, round 3	Staff ranking, Round 3
Maximum points available	300	300	200	200	300	500	500	500		2800	
The Apothecarium	240	240	160	200	240	200	500	400		2180	1
Berkeley Compassionate Care Center	180	180	120	160	180	400	500	200		1920	3
Berkeley Innovative Health	120	120	80	40	120	0	500	200		1180	6
Berkeley Women's Cannabis Alliance, dba Blum Boutique	180	240	80	120	300	500	500	200		2120	2
The Cannabis Center	120	180	80	120	120	0	500	200		1320	5
CRAFT - Citizens Research Alliance for Therapeutics	120	180	80	120	180	300	500	400	X	1880	4
iCANN Health Center	180	120	80	80	120	500	500	300	X	1880	4

Staff Ranking, Final Results

	Total points, Round 2	Total points, Round 3	Total points, both rounds, no consolidation	Consolidation - 150 for each consolidation - NTE 300 points	Pts with consolidation	Final Staff Ranking, Rounds 2 and 3
Maximum points available	1500	2800	4300			
The Apothecarium	1325	2180	3505	N/A	3505	1
Berkeley Compassionate Care Center	300	1920	2220	N/A	2220	4
Berkeley Innovative Health	775	1180	1955	N/A	1955	5
Berkeley Women's Cannabis Alliance, dba Blum Boutique	1050	2120	3170	N/A	3170	2
The Cannabis Center	300	1320	1620	N/A	1620	6
CRAFT - Citizens Research Alliance for Therapeutics	925	1880	2805	N/A	N/A	N/A
iCANN Health Center	1200	1880	3080	150	3093*	3

* The consolidation points were calculated by averaging the total points of the two dispensaries, and adding 150 to the average:
 $(2805 + 3080)/2 = 2,942.5 + 150 = 3092.5$ (3093).

The Apothecarium Community Meeting

Meeting Time and Date: November 16, 2015, 6:30 PM

Meeting Location: South Berkeley Senior Center, 2939 Ellis Street

Proposed Dispensary Location: 2578 Shattuck Avenue

Applicant team members present: 5 = Ryan Hudson, Uwe Blesching, Scott Hawkins, Bianca Blesching, Elliot Dobris.

Public present: Approximately 20

Any MCC members present? No

Any Councilmembers or representatives present? No

Public Comment

The main points are listed below:

- Concerns about crime
- Concern about impact on youth
- Concern about traffic congestion
- Statements of support
- Questions about operations (number of employees, hours)
- Questions about employee training, hiring, wages, union membership
- Questions regarding the existing dispensary: advisory board, number of locations, future expansion
- Question regarding business experience in Berkeley
- Questions about the source of product
- Question about guaranteeing community benefits
- Question regarding City's selection process

Berkeley Compassionate Care Center Community Meeting

Meeting Date and Time: Thursday, November 12, 2015, 7:00 PM

Meeting Location: Southern half of Amoeba Records, 2465 Telegraph Avenue

Proposed Dispensary Location: 2465 Telegraph Avenue

Applicant team members present: 4 = David Prinz, Marc Weinberg, Deborah Goldsberry, Brendan Hallinan

Public present: Approximately 45.

Any MCC members present? No

Any Councilmembers or representatives present? No

Public Comment

The main points are listed below:

- Questions regarding medical cannabis use on site
- Statement regarding union membership
- Question regarding funding source of dispensary
- Statements of support to keep Amoeba in business
- Questions regarding City's selection process and dispensary regulations

Berkeley Innovative Health Community Meeting

Meeting Date and Time: Sunday, November 15, 2015, 2:00 PM

Meeting Location: Ashkenaz, 1317 San Pablo Avenue

Proposed Dispensary Location: 1229 San Pablo Avenue

Applicant team members present: 3 = Soufyan AbouAhmed, Shareef El-Sissi, Henry Wykowski

Public present: Approximately 45

Any MCC members present? No

Any Councilmembers or representatives present? Yes, Councilmember Maio and a member of her staff.

Public Comment

The main points are listed below:

- Concerns about proximity to residences, impact on neighborhood
- Questions regarding the City's selection process
- Question about the funding source of dispensary
- Concerns about lack of parking and increased traffic
- Questions regarding operations at proposed site (hours, delivery service)
- Question regarding operations at existing dispensary business
- Concerns about proximity to schools, school bus pick-up
- Question regarding products on site
- Concerns about crime
- Question regarding on-site products
- Question regarding why location was selected

Blum Boutique Community Meeting

Meeting Date and Time: Friday, November 20, 2015, 6:30 PM

Meeting Location: North Berkeley Senior Center, 1901 Hearst Avenue

Proposed Dispensary Location: 2067 University Avenue

Applicant team members present: 1 = Salwa Ibrahim

Public present: Approximately 10

Any MCC members present? No

Any Councilmembers or representatives present? No

Public Comment

The main points are listed below:

- Statement of support
- Question regarding product development and sources

The Cannabis Center Community Meeting

Meeting Date and Time: Tuesday, November 10, 2015, 7:00 PM

Meeting Location: 1436 University Avenue

Proposed Dispensary Location: 1436 University Avenue

Applicant team members present: 3 = Ryan Monsanto, Rowell Banagan, Dr. Mia Curcuruto

Public present: Approximately 25

Any MCC members present? No.

Any Councilmembers or representatives present? No.

Public Comment

The main points are listed below:

- Questions regarding on-site products and services
- Questions regarding City's selection process and dispensary regulations
- Question regarding why location was selected
- Concern regarding proximity to child care
- Question regarding proposed parking
- Questions regarding anticipated customers, revenue projections
- Questions regarding community benefits, types of organizations mentioned
- Question regarding previous dispensary's operations
- Concerns regarding crime and safety
- Questions about employee/management wages and cap on wages
- Question about source of product
- Question regarding operations (hours)

iCANN Community Meeting

Meeting Date and Time: Saturday, November 7, 2015, 11:00 AM

Meeting Location: Berkeley Public Library, South Branch, 1901 Russell Street

Proposed Dispensary Location: 3243 Sacramento Street

Applicant team members present: 9 = Sue Taylor, Kitshwa Genama, Kris Krane, Moses Wilson, Alan Sorrentino, Alix Hadley, Jamaal Taylor, Patrick Goggin, Ray Thrower

Public present: Approximately 40

Any MCC members present? No

Any Councilmembers or representatives present? No

Public Comment

The main points are listed below:

- Concerns about lack of parking
- Statements of support, benefit to community
- Concerns about crime and drugs
- Concerns about impact on neighborhood/South Berkeley
- Question regarding why location was selected
- Question regarding organizational status (non-profit)
- Question regarding wages and union status
- Question regarding on-site amenities
- Concerns regarding impact on children/youth
- Question about funding source of dispensary
- Question regarding building ownership
- Question regarding support of local organizations

H. Ameeta Singh, M.F.T. #50409
Licensed Marriage and Family Therapist

Medical Cannabis Commission
Elizabeth Greene, Secretary
2120 Milvia Street
Berkeley, CA 94704

14th November, 2015

RE: Proposed Medical Cannabis Dispensary
2578 Shattuck Ave. Berkeley, CA 94704

Dear Ms. Greene,

I am writing in regards to the proposed medical cannabis dispensary at 2578 Shattuck Avenue, Berkeley. I *strongly oppose* this proposal because it poses significant clinical risk to my clients. I am a Licensed Marriage & Family Therapist and my office is located at 2576 Shattuck Avenue, Berkeley, right next door to the proposed cannabis dispensary. I along with several other therapists, have private psychotherapy practices located at this site where we see clients for a variety of mental health needs.

As a psychotherapist, I work with vulnerable clients with complex trauma histories, many of whom struggle with addiction and substance use related issues. Having a cannabis dispensary co-located with outpatient mental health service offices poses significant clinical risk to my clients struggling with substance use issues and to the continued recovery of those clients who are currently sober and in recovery. I am sure there are other more appropriate locations that this dispensary can be located. I recognize the importance of having appropriately licensed and regulated dispensaries to support those who utilize medical cannabis in their own health and wellness. However, I am opposed to placing them in areas that will undermine and negatively impact the health and recovery of others, as is the case with this location.

As such I would like register my strenuous objection to placing a medical cannabis dispensary immediately next door to outpatient mental health offices. I would be happy to answer any questions you may have regarding my concerns. I may be reached at 415-203-3807 or ameetasingh@healingchange.org

Thank you for taking the time to consider my objections.

Sincerely,

Ameeta Singh

H. Ameeta Singh, MFT #50409
Licensed Marriage & Family Therapist

Greene, Elizabeth

From: juty blue <jutyblue@yahoo.com>
Sent: Thursday, October 08, 2015 2:21 PM
To: Greene, Elizabeth
Subject: Cannibas dispensary next to Amoeba music

Please do not vote to allow a Cannibas dispensary next to Amoeba music on Telegraph.

Doing Business in this area is already very challenging; we do not need more social problems to make things more difficult.

I sympathize with Amoeba's plight, times are hard in record and CD sales, but this is just not the place to open a Cannibas dispensary.

There are many social problems and dangerous activity which I feel, will only become worse.

I can barely walk home from work, after a long day in this area and am hassled constantly for spare change, weed, etc.

They will only ask this more frequently if this horrible idea - location is approved.

Thanks for passing on my vote on NO for Amoeba in the pot business,

Sincerely,

Juty Blue

Greene, Elizabeth

From: airy filter <filterairy@gmail.com>
Sent: Thursday, October 08, 2015 2:04 PM
To: Greene, Elizabeth
Subject: Amoeba pot dispensary

Please do not allow Amoeba to have a medical cannabis dispensary on Telegraph Ave.

Telegraph already has so many social problems, adding a pot shop would only make things worse and would accelerate the downward spiral.

Also, places like Shakesphare Books have left, due to the thug quality on telegraph.

We simply do not need more social problems on Telegraph Avenue!

Please relay this NO ON AMOBEA FOR POT SALES or the next door to the record store, to the authorities at the city of Berkeley.

Many people are against this, and for good reasons.

Neighbors in the area do not need more muggings at night while walking home, it will draw a bad element to the area.

Thank You,

Airy
Berkeley, Ca

Greene, Elizabeth

From: coco kind <kind.coco@yahoo.com>
Sent: Thursday, October 08, 2015 2:26 PM
To: Greene, Elizabeth
Subject: Medical pot on Telegraph

Hello,

I just saw an article about this in high times.

although I am a medical patient, I would NOT want to come to and from Telegraph, especially in the area near Amoeba music to purchase my medicine.

I believe people who are frail, like myself, or vulnerable disabled will be mugged or hurt after leaving the dispensary.

I am afraid for my life on telegraph every time I go to buy a new item, and so another location would be preferred for people who are the patients.

Thanks for considering the safety element regarding location on this important issue.

have a great day!

Coco Kind

Greene, Elizabeth

From: safariprint@juno.com
Sent: Thursday, October 08, 2015 2:53 PM
To: Greene, Elizabeth
Subject: Pot Dispensaries

Dear city of Berkeley Officials:

As a home and business owner in the area, for many decades, I do not want a pot shop nearby on Telegraph.

As, also, a Medical pot patient, I would not feel safe taking product from the location back home.

The area is rife with muggings, danger, and thug element already; the last thing I or my family or employees need is yet another Social problem to contend with.

Please look at other location options other than the stated Amoeba Telegraph location for the medical pot dispensary.

That simply is the worst location for this sort of thing.

Thanks for your consideration of my plea,

Ms, Safari Print

Berkeley, Ca

Meet the Graviteers: Ezekiel Victor

<http://www.gravity.com/blog/meet-the-graviteers-ezekiel-victor/>

Greene, Elizabeth

From: Herbert Diamant <hbdi@lmi.net>
Sent: Sunday, October 11, 2015 4:04 PM
To: Greene, Elizabeth
Subject: Support Amoeba Music as recipient of 4th dispensary permit

Elizabeth Greene,

With only one new permit and several highly qualified applicants, you have a difficult choice to make.

I support selecting Amoeba Music for a wide number of reasons...

- the establishment: Amoeba Music has become an icon of Berkeley, and one of the few remaining retail music outlets. With music retail moving on-line, other sources of revenue are needed to keep this icon sustainable. The dispensary meshes well with the culture of Amoeba and its patrons.

- the location: That segment of Telegraph avenue could use a commercial boost, is well-served by public transit and is widely known, so other nearby businesses would benefit.

Berkeley and the university district without Amoeba would be a sad thing.

The retail experience is where many people, myself included, have been introduced to music they might not otherwise be exposed to. It's a place where local musicians can be heard, and where audiophiles gather, get jobs and build community.

Please take this opportunity to keep alive and help to thrive a key part of Berkeley's identity.

Thanks for taking the time to read this, I wish you the best in making a complicated choice in a way that benefits our great city,

Herb

--

Herbert Diamant
(510)548-7847 home

2017 Grant Street
Berkeley CA 94703

Greene, Elizabeth

From: fifi poop <fifipoop@yahoo.com>
Sent: Monday, October 12, 2015 6:04 PM
To: Greene, Elizabeth
Subject: Pot at Amoeba

Please, please do not allow this to happen!

As it is my Teen age children have to wade through the filth of Telegraph to and from school, and we have to do the same to get back and forth from work daily.

Outings on weekends are only worse.

Telegraph simply has way too many negative social issues to add a pot club to the mix.

Find another vendor, please.

Amoeba is not the place!

Thanks much,

A local family

Greene, Elizabeth

From: pansijakie <pansijakie@yahoo.com>
Sent: Tuesday, October 13, 2015 1:14 PM
To: Greene, Elizabeth
Subject: Medical Marijuana for sale on Telegraph/Amoeba music

Dear Board and who this concerns:

This would be a disaster! Amoeba has financial problems, but don't make it OUR problem, the people living nearby and the many children in the area.

Not to mention the poor patients who will likely be mugged or robbed, if the local street urchins took clothing out of the free box at P.Park to sell, they will surely be taking weed off of frail and unsuspecting medical patients once they are out the door of the dispensary.

We, as a family who lives locally, are very concerned about this.

Have the pot club anywhere else, but NOT on Telegraph. There is a pot dispensary above the Haight Street Amoeba which causes only trouble in the neighborhood with street people and underground pot dealing stemming exactly from this dispensary.

I know because I commute daily to work nearby and witness the pot sales near GG park, and in the area. they do it right out in the open.

If you want to see underground pot dealing, possible murders and drugged up street urchins (even more than there are already lurking around daily) go ahead and let Amoeba have their silly idea.

If you want safety for all, including the many children who live in the area, please dismiss Amoeba's request for a pot sales club attached to their store.

It is not the neighbors fault their business is failing, Rasputin's up the street is always packed and thriving so I don't know what the problem is, however I will say the people running the Amoeba store often reek of pot as do their employees.

Thank you for passing my letter on to the appropriate party, board working on this project,

Sincerely,

Jakie Pansi (and family of 5)
An Indian family living off of Telegraph for many years
Berkeley, Ca
94704

October 12, 2015

Elizabeth Green
Medical Cannabis Commission
2120 Milvia St.
Berkeley CA 94704

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OCT 14 2015

LAND USE PLANNING

Dear Ms. Green,

As a long time east bay resident and small business owner, I am writing to urge you to give a cannabis dispensary permit to Amoeba Music.

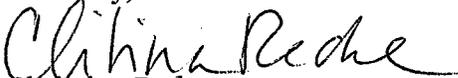
For over 25 years, the owners of Amoeba Music have demonstrated they are genuinely concerned with and responsive to the needs and greater good of their community. They have successfully weathered many changes in the Telegraph Avenue neighborhood and been proactive in constructively dealing with myriad challenges. Based on this tried-and-true track record, I believe Amoeba Music is by far the best choice of business to guarantee a smooth development for this new industry in Berkeley. I believe they will establish and model many best practices for dispensaries, new and old.

In addition, I have always enjoyed browsing and shopping at Amoeba Music and would like to ensure the continued presence of this locally owned and operated business. With such fierce competition, online and otherwise, locally owned and operated business like Amoeba Music need as much support as possible to persevere and prosper. Local businesses are essential to the character and continued livability of unique cities like Berkeley. When making your decision, please consider that this permit should belong to a local business for many reasons, including the strength of our local economy.

With this potential financial boost, Amoeba Music will be able to save existing local jobs and potentially double their local workforce. Easy access to Amoeba Music via car and public transportation will support a robust and regular client base. This increased customer flow will likely have a ripple effect in financially supporting and sustaining other nearby merchants in the Telegraph Avenue neighborhood, as well.

I can think of only positive outcomes with Amoeba Music as the recipient of a dispensary permit. Thank you for your consideration.

Sincerely,



Christina Redse
1808 Shasta St.
Richmond CA 94804

cc. Marc Weinstein

Greene, Elizabeth

From: airy filter <filterairy@gmail.com>
Sent: Friday, October 16, 2015 3:00 PM
To: Greene, Elizabeth
Subject: Re: Amoeba Pot club application

PS - I forgot one very important issue your Board should strongly consider:

There is a ton of underground pot and other drug(s) dealing in the area of both stores. The Haight Pot club above Amoeba brought in a ton of street Thug types who followed people buying their medicine, with muggings occurring to obtain the pot to re - sell.

There is also likely underground pot deals going down on Telegraph, too, so that could pose a safety problem for customers coming and going and heavy street traffic (Not of the good kind).

It can only bring more problems to your area. The Haight has only gotten worse, and I am sure you heard of the GG park murder a few weeks ago, of the young Canadian woman right near the area of the pot club.

Thanks again for any confidentiality, these guys are scary!

On Fri, Oct 16, 2015 at 2:55 PM, airy filter <filterairy@gmail.com> wrote:

To whom it may concern:

I am writing to let you know many people oppose Amoeba having the Pot club dispensary on Telegraph, due to these reasons:

-Bad Business people - the reason the stores have been run into the ground is they are bad at business.

-Stoned often in the back rooms, likely this idea is to supply them with Cash as money is the main reason they are doing this, and pot to endlessly smoke.

-Terrible treatment of Amoeba employees - No health insurance for years on end, Sexist attitudes toward women, possible Porn side business (not sure on this one)?

-Bad business practices such as re - wrapping old and used CD's they re - buy at a very low price, and after they are re - wrapped the sometimes scratched up CD's are sold at a much higher price. I can only imagine how they will handle medical pot, with keeping the best grades for themselves and selling low grade at a high price to potential buyers.

-They live in lofty, expensive areas while the employees can barely keep a roof over their heads. They are often sexist in regards to female employees, lewd and make disgusting remarks.

Call me a dis-gruntled ex - employee, but as a young woman just trying to get by in the world I have never been treated worse.

Due to the sensitivity of this letter, please keep it as private and on the down - low as you can.

They may be able to guess it is me as I complained a lot to them about their shady business practices, etc, and I want no troubles from these unethical, sleazy characters who own the Business.

Thanks,

Ms. Filter
SF, Ca

Greene, Elizabeth

From: pansijakie <pansijakie@yahoo.com>
Sent: Friday, October 16, 2015 3:29 PM
To: Greene, Elizabeth
Subject: wrote you last week

I am the family woman near the Telegraph.

I know I wrote you last week, but wanted to tell you that today, when I was walking to BART a street guy offered to sell me pot. this was early in the morning.

so if they are doing this, won't it be a frequent occurrence if there is a medical marijuana dispensary right up the street?

My kids get offered pot too, when walking back home from the library or school. I really hope Berkeley will not allow this. I am worried about my teen age son becoming involved with drugs as both my husband and I must work long hours to pay the housing cost.

it is already too sketchy in the Telegraph area.

Gracias,

Jakie Pansi

Greene, Elizabeth

From: coco kind <kind.coco@yahoo.com>
Sent: Sunday, October 18, 2015 2:14 PM
To: Greene, Elizabeth
Subject: Please read the Yelp reviews on the Haight St Amoeba Pot club

Dear Board:

Please read the yelp reviews before you make your very important decision re: Amoeba and pot sales on Telegraph

people love the place in the Haight because ANYONE can get a card no matter what! So this is just a way around the recreational use versus for Medical Necessity.

As a true Medical card holder I find this very offensive and unfair.

The owners of Amoeba are struggling, and know Pot is a big money maker. So they are trying to go that route in Berkeley, as they have in SF on Haight Street.

The big issue I hope you will look at, is that it is ALL recreational under the guise of Medical use so that Amoeba can make big bucks.

As a medical patient, who truly suffers from multiple health issues, I don't feel this is fair.

Plus as someone who is around both areas due to work and school, there is so much underground pot sales going on it's ridiculous.

We are approached daily to buy weed on the street, due to the Haight Amoeba pot club as anyone who has the cash up - front can simply join, buy, and easily re - sell on the streets.

Is this what you really want in an area already full of crime and drug trafficking?

Remember, this is coming from a Medical cannabis user who feels this is unfair and unjust.

Amoeba is just trying to find a way to make money, as money is the bottom line for them.

Thanks again,

Coco Kind
Berkeley resident for 20 years in the Telegraph area

10/16/15

To Elizabeth Greene and
the City of Berkeley,

RECEIVED

OCT 19 2015

I am writing in support of whatever measures are necessary to keep our cherished Amoeba Records in business on Telegraph Avenue and the acquisition of the medical committee's opinion is that. With the closing of such landmark businesses like Coda's books, Cafe Inteneygo and most recently Shakespeare and Company Amoeba Records is without a doubt the anchor retailer on Telegraph Avenue.

I have spent countless hours of my youth and adult years shopping for records on Telegraph and previously at Leopolds on Durant as well. I am deeply saddened that so many of these businesses cease to exist. It is unfortunate that technology and online shopping have hurt so many of our dynamic communities but if Amoeba is able to

remain in business & am confident that the foot traffic will increase.

I understand that they hope to open a cannabis dispensary at their current location so that they can sustain the record business. I think that considering these times that this is a perfect marriage of business.

The additional foot traffic that a medical cannabis dispensary would bring to Telegraph avenue is undeniable. Telegraph definitely needs a lift and the people of Amoeba care about the community and their employees. The addition of the cannabis dispensary would allow them to keep their current staff employed and would also provide up to seventy five union jobs.

Please award the permit for a medical cannabis dispensary to Amoeba Records a local business that has contributed to the community from the ground up for over twenty five years. Sincerely, M. D. Brown

Christopher Diebenkorn
2690 Shasta Rd.
Berkeley, CA 94708
(510) 362-6947; cj.diebenkorn@gmail.com

RECEIVED

Elizabeth Greene
Medical Cannabis Commission
2120 Milvia St.
Berkeley, CA 94704

OCT 19 2015

LAND USE PLANNING

Dear Ms. Greene,

I have been a Berkeley resident since the age of six when my parents settled here in 1953. I attended John Muir School and Willard Junior High and graduated Berkeley High School in 1965. I attended UC Berkeley on and off for many years and received a B.S. degree about 1991. In 1998 I returned to Berkeley after fifteen years in San Francisco. I bought a house on Shasta Road and have lived here ever since.

I am writing on behalf of Amoeba Music on Telegraph Avenue. Amoeba has applied for a cannabis dispensary permit, and I am writing to urge you to grant them this permit.

Since its inception decades ago, Amoeba has served the Berkeley community with unusual care and commitment. They have struggled with the many challenges retailers face on Telegraph Avenue, but have never



compromised the service they offer to the many music-loving residents and students here in Berkeley. Their business is a model of integrity and fair-dealing.

I think Amoeba would be an excellent choice to anchor the new frontier of orderly and responsible cannabis dispensation in Berkeley. I urge you to take advantage of what appears to me to be an excellent vehicle for this unfolding civic business opportunity.

Thanks for your time and patience with this important decision.

With kind regards,

Christopher Diebenkorn

(Christopher Diebenkorn)

Greene, Elizabeth

From: Doris Moskowitz <dorisjo2@gmail.com>
Sent: Monday, October 19, 2015 1:19 PM
To: Greene, Elizabeth
Subject: Amoeba

Dear Elizabeth Greene & The Medical Cannabis Commission,

We support Amoeba Records' plan to include a medical marijuana dispensary on their premises. We understand that the store needs to supplement lost income. This would be a way to keep the store in business. Stores on the block are fighting to stay viable. The loss of Amoeba could have a devastating effect on Moe's and other businesses.

We also believe that the added security that Amoeba will provide for their business will greatly benefit the overall security of the block.

Amoeba has been a good neighbor for years. We trust that they will manage the new dispensary in a professional manner and in a way that will not damage the neighborhood.

Sincerely yours,
Moe's Books Staff
Owen Hill
Bruno Ruhland
Anthony Rizzuto
Nick Baranowski
K. Murphy
Gene Barone
Ken Eastman

Greene, Elizabeth

From: TIM Dale <timdale777@gmail.com>
Sent: Tuesday, October 20, 2015 8:38 PM
To: Greene, Elizabeth
Subject: AMOEBA's Cannabis permit

Dear Ms. Elizabeth Greene,

I am writing this letter in support of Amoeba Music Berkeley receiving the right to sell Medical Cannabis in its store on Telegraph.

Having Amoeba there taking care of business will help to clear up much of the illegal activity in the neighborhood.

You can take it off the street and put the illegals out of business.

I do know that it is understood that Amoeba has been an important part of the vitalization of the Telegraph area and the city of Berkeley for 25 years.

Paying taxes, giving money and trading services with many groups in the local community.

Berkeley High Music Program, The Jazz School, Crowden School, Youth Radio & KPFA just to name a few!

Clearly Amoeba is a company with a heart and we can count on them to continue to support the local arts and other great causes.

Their company and ours are both supporters of Rainforest Action Network.

Om,
Tim Dale
Yoga Tree Founder
timdale777@gmail.com
415-310-7658
yogatreesf.com

P.S. Yoga Tree has a location at 2807 Telegraph.

RECEIVED

OCT 22 2015

Oct. 19, 2015

LAND USE PLANNING

Dear Ms. Greene,

I strongly urge you to grant a medical marijuana dispensary permit to one of Berkeley's great cultural institutions, Amoeba Music. I, personally, am not a frequent cannabis user, but I am an avid music fan, so my interest in the matter leans toward the preservation of this beloved business establishment. Although the rise of digital music has lessened the need for record stores, I and many others find a certain magic in visiting them, and Amoeba is a particularly fascinating, quirky, wonderful place to browse through CDs and LPs. I consider it to be a huge part of the cultural atmosphere of Telegraph Avenue, and it is very important to me and countless others that it remain so.

Beyond the mere preservation of the store, however, I believe it would be an excellent location for a dispensary. Cannabis and music are both known for their medicinal and psychological benefits, so it is logical to combine the two in one place of business. Furthermore, the location, which is served by multiple bus lines and is within walking distance from BART, is convenient, and would bring in thousands more people to patronize not only Amoeba, but other local businesses such as restaurants, bookstores, clothing stores, markets, and others. It would help revitalize a unique and significant part of the city.

In short, I ask you to please do

COMMUNITY

COMMUNITY

you can to preserve and reinvigorate the cultural heritage of Telegraph Avenue by allowing a dispensary to be added to the great Berkeley landmark that is Amoeba Music.

Sincerely,
Derek DeRoche
Berkeley resident, age 24

Dear Elizabeth Green,

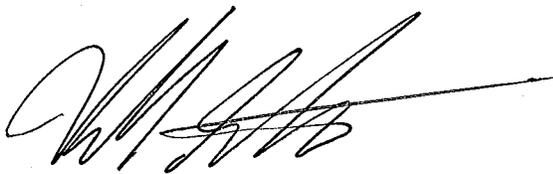
LAND USE PLANNING

Hello. My name is Kellen Gauthier and for the last 15 years I have been the store manager of Zebra Tattoo & Body Piercing on Telegraph Avenue in Berkeley. It has come to my attention that Amoeba Music, our next door neighbor, is bidding for a permit to open a cannabis dispensary to help keep their doors open. I would like to urge you to please accept their bid. This part of Telegraph Ave is being completely rejuvenated, with the addition of Mad Monks in the old Cody's building, and the eminent return of Raleighs and Intermezzo café. To lose such a landmark as Amoeba would be a devastating loss to the entire area, the ripple effects of which would be felt by both new and established businesses, such as ours.

Should Amoeba close their doors foot traffic to the entire fourth block of Telegraph would diminish greatly, having very negative effects on dozens of businesses. We are at a tipping point: A shove in the right direction would mean additional jobs, economic stimulation, and the continued success of many established businesses. In the wrong direction, and all the positive momentum we have seen over the last few years goes out the window.

Please consider Amoeba Music as Berkeley's next location for a cannabis dispensary, and help to bring more business to an area that needs the continued rejuvenation it has recently experienced.

Thank you for your time,



Kellen Gauthier
Store Manager
Zebra Tattoo & Body Piercing
2467 Telegraph Ave.
Berkeley, CA 94704
(510)649-8845

Barbara Golden
1740 Walnut St. #17
Berkeley CA 94709
510 841 BARB (2272)
barbakuminda.golden@gmail.com

Elizabeth Greene
Medical Cannabis Commission
2120 Milvia Street
Berkeley CA 94704

RECEIVED

OCT 23 2015

October 13 2015

LAND USE PLANNING

Dear Ms. Greene:

I am writing to you with respect to granting a permit to Amoeba Music for setting up a medical cannabis retail store at their premises on Telegraph Avenue. I've known Marc Weinstein since the early 1980's he was, at that time, a manager at Street Light Records, on 24th Street in San Francisco. I have never known anyone as community minded, caring, and upstanding. When Amoeba opened its doors on Telegraph Avenue, my husband and I helped stock shelves the night before. Amoeba did well from the start and likely brought much custom to "The Avenue". But - then Amazon came along, and with it, the untimely demise of most book and music stores in America. Amoeba Music and Moe's Books still surviving, with difficulty, are two huge exceptions. And where are they located? Telegraph Ave!! Having a retail cannabis outlet run by a reputable, LOCAL business, Amoeba Music, would enhance business, and bring life to all merchants on Telegraph Avenue. Potential customers would be buying books, music, going to clothing shops, pubs, restaurants. Please grant them the permit for a retail cannabis outlet. I am on vacation in Nova Scotia until November 1st, email is a good way to reach me, or 902-688-1023, no machine. Sincerely yours, Barbara

DEAR MS. GREEN

Even though I have a badly disabled writing arm I AM HANDWRITING YOU THIS letter to express my love, support and gratitude to Amoeba Music and its owners. We go back many years to a time right after my accident that left me severely disabled and homeless. After losing my place on Prince St. I ended up on Telegraph with no leg, no working arm a variety of medical problems and Ronald Reagan was just re-elected and it was impossible to get help. Of all the businesses on Telegraph that had a legitimate gripe against the homeless. Amoeba and its owners were the most understanding they didn't want to see so many homeless on the streets but they didn't want them treated cruelly either. As I got my life together I had a small stand selling organic soaps on the corner of Haste and Telegraph across from Amoeba, I got to know Marc the owner very well, when in 1995 I had an idea to put on a concert for the medical. MARIJUANA 215

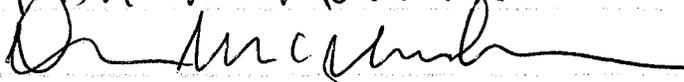
KS

initiative I approached Marc and asked if he would sponsor the event. It grew into a huge event of not only music, but food and information and activism. The police got scared there were so many people but it was the most peaceful and beautiful day. Amoeba's has struggled through the years with stores in L.A. and S.F. actually keeping the Berkeley location afloat. This store and its owners was at the very forefront of the Medical Marijuana movement what could be more fitting than that support come around full circle and save Amoeba's? As a Commissioner of human welfare in Berkeley. I have seen only too well how many families have lost jobs in Berkeley and I have seen only too well over many years that with Amoeba it is not about money first. It is care for the community, care for their employees and working their butts off to make it all work. I don't know where I would

be today without them in the community and hope I never have to find out. I would be very comfortable buying my medicine from Amoeba for many, many reasons. Please take my heart felt advice and award them this permit

Thanks for your great work

Dan McMullan



director, disable people outside project

Commissioner, Human Welfare & Community Action
Commission

P.S. I included a copy of the old poster from our 1996 concert.

This event is dedicated to the memory of Rosebud Danava, killed August 23, 1993. She was the founder of the Berkeley Green Panthers.

People's Park

Saturday, August 24, 1996
11:30am to 5pm

Dan McMullan presents
A Berkeley Green Panthers Cannabis Action Network Event

← ME

Featuring Music By
Larry Hunt and the Blue Flame
Technical Difficulties
Fab O
Annulus
Stamina
The Infamous Bones
Fetish
San Francisco Legacy
Carol Denney
Country Joe McDonald

Special Guest Appearances by
Speakers for the Cannabis Buyers Club
Dennis Peron
Brownie Mary
plus NORML's Dale Gieringer and Jim Henry
of the Green Panther Task Force

Poetry By
Julia Vinograd

The video *People's Park Then and Now* produced by ART & EDUCATION MEDIA will be available. People's Park events are filmed by Claire Korte, author of *Homeless in the America*, available from Beyond Books, Oakland, (510) 547-7652



IN SUPPORT OF
THE COMPASSIONATE USE INITIATIVE OF 1996
FOR MEDICAL USE OF MARIJUANA
VOTE YES ON PROPOSITION 215

Special Thanks to: 

Dan McMullan

← AMOEBA'S LOGO AND SPECIAL THANKS

RECEIVED
OCT 23 2015
LAND USE PLANNING

OCT 26 2015

LAND USE PLANNING

Norman E. Fox
3801 38th Avenue
Oakland, CA 94619
510 530-8443
foxsbluesband@gmail.com

Elizabeth Greene
Medical Cannabis Commission
2120 Milvia Street
Berkeley, CA 94704

October 24, 2015

Dear Ms. Greene,

I am writing to advocate for a Cannabis Dispensary Permit for the Telegraph Avenue Amoeba Music Store, my favorite go to store for everything audio for many years.

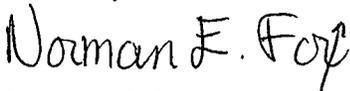
A Native American, I grew up in Berkeley, attended classes at UC Berkeley, raised my son in Berkeley, and worked for Berkeley schools. Remembering Berkeley and especially Telegraph Avenue through my memory of 62 years, I feel saddened by the closure of so many vibrant, independent businesses like Cody's and Shakespeare Books. As a music professional, I know that Amoeba, because of changes in the music industry, won't survive much longer unless it finds other sources of retail income.

As a user of medical cannabis "around" a recent chemotherapy protocol, and as someone concerned with the environment, I know how important it is to have access to a distribution center that is easy to access by public transportation. Amoeba Records is within 10 blocks of Berkeley Bart, a block away from the 51 and two blocks away from the 1 and 1R bus lines.

Amoeba Records is a business I already frequent, one that is responsible in the community, employs many local musicians, and is a seminal counterculture presence that I appreciate. Amoeba is my retail choice to receive the Medical Cannabis Permit up for consideration by the Berkeley City Council.

Thank you for your time and consideration in this matter important to so many of us.

Sincerely,



Norman E. Fox

RECEIVED

OCT 27 2015

10/21/15

To whom it may concern,

LAND USE PLANNING

The Amoeba Berkeley Store has always been an exciting destination for me. As a teenager, before the San Francisco Store opened, I would look forward to hopping on BART and spending the afternoon on Telegraph thumbing through records, tapes, and CD's at all of the numerous music stores. Even to this day as a 40 year old man, visiting Amoeba and other nearby businesses is one of my favorite ways to spend my free time. I am concerned that Amoeba and other businesses on Telegraph ave. will not be able to survive without the addition of a medical cannabis dispensary. Please ~~consider~~ ^{consider} awarding Amoeba the medical Cannabis dispensary permit. They are a local business that has employed members of the community for over 25 years. The addition of the dispensary will allow them to sustain existing jobs and create dozens more. The additional foot traffic on Telegraph ave. will help the other businesses on that street. Thank you for your consideration.

Matthew Cormier

Kathi Cramer
1642 Delaware St.
Berkeley, CA 94703

OCT 27 2015

LAND USE PLANNING

October 20, 2015

Elizabeth Greene
c/o Medical Cannabis Commission
2120 Milvia Street
Berkeley, CA 94704

Dear Ms Greene,

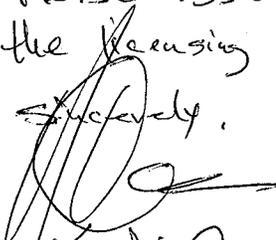
I understand that you are reviewing applications for Medical Cannabis outlets here in Berkeley. I would like to speak positively for acceptance and issuing of a license to Amoeba Music on Telegraph Avenue in Berkeley.

Amoeba Music has been a responsible business hiring and training many first time employees in the last 25 years. They are a positive tax generating retail store that also contributes to keeping Berkeley culture alive and well, supporting many local school and nonprofit organizations.

Amoeba Music has successfully done business in a difficult business environment on Telegraph Avenue, the impossible parking, the myriad of people from every economic stratum, street cleanliness. I have admired the well trained Amoeba staff sorting out fair exchange issues with customers. I have found them to be easy and fair handed in dealing with the many problems that people show up with. I have every reason to expect the same diligent competence will continue with Cannabis clientele.

Please issue locally owned, locally operated and financed Amoeba Music the licensing to conduct Cannabis retail here in Berkeley.

Sincerely,



Kathi Cramer

RECEIVED

OCT 27 2015

1219 1/2 Francisco St.

21 October 2015 LAND USE PLANNING Berkeley, CA 94702

(510) 520-6967

Elizabeth Greene
 c/o Medical Cannabis Commission
 2120 Milvia Street
 Berkeley, CA 94704

Re: Amoeba Music.

Dear Commission member Greene,

Having been a Berkeley resident for almost 40 years, and a patron of Amoeba Music from their start at the Telegraph Avenue flagship store, I would like to express my support for awarding Amoeba Music a permit for a medical marijuana dispensary.

I understand there are five other applicants in the run for this permit, and have heard that some or most do not represent our local community. Why should we award the permit to a group that does not have proven record of contribution to our locale? Amoeba not only has been paying local taxes for about 25 years, but has also maintained employment for beer young people and musicians over the years. Amoeba has supported important cultural groups like The Jazz School, Youth Radio and the BHS music program to name just a few. I doubt the other applicants have given as much to Berkeley over the past 25 years.

Amoeba has had to struggle to maintain their business on Telegraph amidst a myriad of problems endemic to the popular but challenging location. They've stuck it out, added to our tax base and helped draw thousands of customers to the other Telegraph businesses. We as a community should not reward another non-local applicant over Amoeba when Amoeba has been a steadfast and valued Berkeley icon.

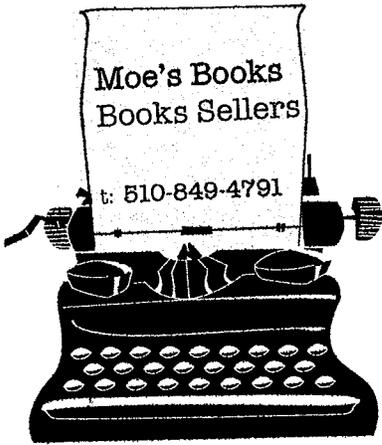
I understand this application is for a medical marijuana dispensary, however, it's only a matter of time before California approves recreational marijuana, so early establishment (in at least Berkeley) of a local, already community-minded business would go a long way toward preserving a Berkeley-based source for both music and cannabis. I would hate to see what's brewing in Ohio happen in California where that state is poised to allow only 10 groups of already handpicked investors the exclusive right to grow the state's entire supply of marijuana. Let's keep Berkeley's "grass"-roots reputation intact.

Sincerely,

Arlene Debergue
Arlene Debergue

OCT 27 2015

LAND USE PLANNING



October 15, 2015
Moe's Books
2476 Telegraph Ave
Berkeley, Ca 94704

Dear Elizabeth Greene & The Medical Cannabis Commission,

We support Amoeba Records' plan to include a medical marijuana dispensary on their premises. We understand that the store needs to supplement lost income. This would be a way to keep the store in business. Stores on the block are fighting to stay viable. The loss of Amoeba could have a devastating effect on Moe's and other businesses.

We also believe that the added security that Amoeba will provide for their business will greatly benefit the overall security of the block.

Amoeba has been a good neighbor for years. We trust that they will manage the new dispensary in a professional manner and in a way that will not damage the neighborhood.

Sincerely yours,

Moe's Books Staff

Owen Hill *OH*

Bruno Ruhland *BR*

Anthony Rizzuto *AR*

Nick Baranowski *NB*

K. Murphy *KM*

Gene Barone *GB*

Ken Eastman *KE*

Laura Tibbals *LT*

STANISLAW SOBOLOWSKI

MATT BONAL *MB*

(STORE MANAGER)

Four floors of used, new & sale books
Books bought for cash or trade
Open every day, 10 am to 11 pm

MOE'S

Doris Moskowitz

2476 Telegraph Avenue Berkeley, California 94704
Tel: (510) 849-2087 • Fax: (510) 849-9938
doris@moesbooks.com • moesbooks.com

1020 Elbert Street
Oakland Ca 94602

Elizabeth Greene
c/o Medical Marijuana Commission,
2120 Tiltia Street
Berkeley CA 94704

Oct 22 2015

RECEIVED

OCT 27 2015

LAND USE PLANNING

Dear Elizabeth,

I am writing to endorse Marc
Weinstein and Amoeba Music and their
desire to use their considerable
experience (and location) to set up
a medical marijuana outlet.

I have known Marc for 15 years
and he is a man of great integrity.

This project would be a continuation
of the service to the community that he
has already demonstrated.

Marc has supported me and

many other artists in our endeavors,
as well as given generously to
music and theater programs in
Berkeley, as well as to organizations
such as the Rain Forest Action
Network.

I sincerely hope that the
wheel can turn in his favor.

Sincerely



BARRY STONE

Greene, Elizabeth

From: Finn Taylor <finnt@pacbell.net>
Sent: Tuesday, October 27, 2015 3:04 PM
To: amoebamarc@yahoo.com
Cc: Greene, Elizabeth
Subject: Amoeba music

To

Elizabeth Greene,

My name is Finn Taylor, I'm an independent film maker. I've had 3 films and the Sundance film festival and have had films made and distributed by companies such as Paramount Fineline, Sony classics and Fox. At a certain point in my career I made the decision to make all my films here in the bay area. Having grown up here and knowing what a boon films are to a local economy, I have now directed and produced 5 films here employing over 750 local people in the process. This choice was a community based one. One that I was willing to take a personal economic hit for. And I have never regretted it.

Amoeba music has been one of the main hubs of Berkeley social, creative and economic scene for decades. They personally have distributed the soundtracks to my films, lended brand support and have always been a company that has kept the Berkeley community at the forefront of their agenda.

As we enter into a new era of a new powerful medicinal resource, I can't imagine a better community based company who has proven record of creating and maintaining jobs in the local economy than Amoeba. Telegraph has changed since my childhood in the 60s sometimes for the better, sometimes not. But I'm sure an Amoeba based medical dispensary in the heart of that neighborhood would only improve the economy of that community. Creating more jobs and bringing back foot traffic to that area.

all the best

Finn Taylor

510 410 0314

Greene, Elizabeth

From: juty blue <jutyblue@yahoo.com>
Sent: Wednesday, October 28, 2015 1:37 PM
To: Greene, Elizabeth
Subject: Please put me on your email mailing list for Medical MJ comission

I was wondering what date the vote is for the Medical MJ vote?
Could you let me know? and / or put me on the email mailing list for your future votes, information of the commission.

I wrote to you previously in strong opposition to the Amoeba pot club being approved due to the social problems already happening on Telegraph, and lack of safety, plus the multiple new problems having a medical pot club would bring to the area in terms of street thugs, possible muggings of clients after they leave the club.

Thanks for letting me know the date of the club vote with the city, and putting me on the email info list.

Sincerely~

Juty Blue
Berkeley resident

Zebra Tattoo & Body Piercing

Elizabeth Greene
Medical cannabis commission

RECEIVED

OCT 29 2015

LAND USE PLANNING

Hello from Entire 27 staff of Zebra

We like to express our support for Ameoba's next venture. Zebra has been next door to Ameoba's music for the past 26 years.

A couple of years ago when we heard that Ameoba may not renew their lease, we gave it some deep thoughts that whether we can survive without Ameoba on this block of Telegraph or not.

It is so important to us for Ameoba to continue their lease.

This new venture is extremely important and we know it would be their life-line and last chance in order to continue operating out of their original Telegraph location.

We need them and we all hope that this letter would be one of many as support of Ameoba that you have received.

We all Thank You

Signed by;
Moe Delfani
owner



OCT 29 2016

Medical Cannabis Commission

To Elizabeth Greene, 2120 Milvia Street
 Berkeley, CA 94704

LAND USE PLANNING

Berkeley, CA 94704

I feel it is important for cannabis users to have a resource for pot that isn't going to be convincing anyone to use hard drugs.

The particular area near Peoples Park needs just such a refuge as Berkeley Compassionate Care Center and we need to be able to use pot on the premises. As it stands, all of us homeless folks need to be able to use in a place where we won't get a ticket. It's for our health that we need the club security, and I feel the involvement of the Cannabis Workers Union makes it a first class establishment, and means higher quality in the long run.

There are those individuals who are fighting this off, they intend for 100% eradication of any marijuana at all. And there are those who disrespect one's intention to stick with just marijuana, instead of the deadly drugs and like booze - etc. being offered and supplied by unscrupulous officers, info rogue informants, and other types of sabotage. And I need to apply for a job at Berkeley Compassionate Care Center.

I also am offended by the recent

raid on a petition bill organizational meeting at 40 acres on ashby. I saw the same decoy cop peeing on the peoples park ~~at~~ bathroom wall ~~at~~ right at the urinal, making his slop flow underneath the gap in the wall to the toilet stall, then soon as I got to the 40 ^{acres} ~~acres~~ ~~acres~~ collective he fore the barricade barring entrance to the back yard area and thereby forced his way into a restricted area to be a cause for the raid by being without proper medical verification.

Sincerely
Alan Wager
P.O. Box 11406
Berkeley, CA 94712

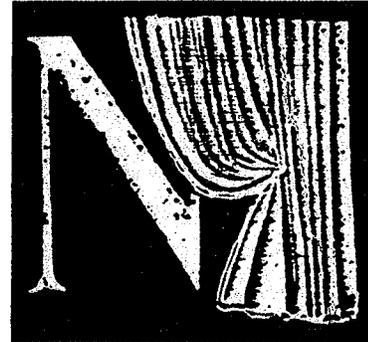
October 27, 2015

Elizabeth Greene
Medical Cannabis Commission
2120 Milvia Street
Berkeley, CA 94704

RECEIVED

OCT 30 2015

LAND USE PLANNING



Change of Scenery

Dear Miss (Ms) Greene,

I am writing in regard to the permit being issued for a Medical cannabis dispensary in Berkeley. I am an Oakland resident operating a visual merchandising service (30+ years), mostly servicing Berkeley businesses these days.

I was born in Berkeley in 1950 to parents both studying at Cal.....my father subsequently taught in local elementary schools here and my mother eventually taught in the Scandinavian department at Cal. During the years; '53-'54 we were living at the corner of Haste & College....as an adventurous toddler, I would often tricycle down to the corner of Haste & Telegraph right into the Lucky store (now Amoeba) to peer at some life size dolls high on the shelves near the entrance. These were the golden days of Telegraph Avenue. I saw my first movie (Wizard of Oz) at the old Cinema Guild theater on Telegraph. This is where Pauline Kael (before New Yorker fame) wrote previews and reviews of the great array of films shown there. The first live music I remember seeing was on a bandstand on Telegraph; Cuban dancers and musicians, circa '55. Growing up with a clothes horse mother, I was able to frequent the marvelous array of shops that existed there. As a window dresser who has spent more than my fair share of time in dress shops and department stores, I can say with conviction that Telegraph's offerings rivaled anything in Soho or Union Square.....Berkeley's 4th st or Shattuck Ave of today do not hold a candle to what was offered back then.....(Frasers', Nicole, Laytons, Sather Gate Apparel, and around the corner on Bancroft; Joseph Magnin.....I could go on. As a teenager I frequented the Forum, (now Amoeba) with friends. The local bookstores, Calbook, Codys, Moe's were my libraries. Telegraph Ave has never really recovered from the beating it took during the Viet Namn era.

When Amoeba opened 25 years ago, it was a great boon to the avenue....one could wander from Amoeba to Cody's , to Moe's with a stop at the Med for coffee in between.

Amoeba and Moe's have been holding down the fort on this block for many years on their own dime. I know Amoeba has been very generous in the past to many local schools and music programs and to the community. As a medical cannabis user, I find this to be an ideal location for myself and many others. I know the increase in security that comes with the operation of such a facility would be tremendously beneficial for that block and the whole street. I have seen other business districts really receive a boost of energy from having a well run facility on the street

As a life long local who is passionate about the survival of the best of what we have here, I urge you to consider offering this permit to Amoeba Music.

Sincerely,

Nina Taylor

LAND USE PLANNING

Dear Elizabeth Greene,

I strongly encourage you to award the next cannabis dispensary license to AMOEBA Records!

I have known Marc Weinstein for 20 years. He has always been an engaged and energetic community member who is willing to limit his own gains/profits in the interest of his employees, neighbors, or anyone he sees as disadvantaged.

He has doggedly refused to give up on his Telegraph Avenue retail location in spite of the declining state of the block and brick-and-mortar shops.

He is a passionate advocate for progressive values and I am certain this passion will translate to responsible stewardship of the privilege represented by the license to dispense cannabis. Additionally, the jobs and foot traffic a dispensary would bring to

Telegraph Avenue can only benefit an area that ~~is~~ has been blighted for years.

Thank you for your time,

Ashley Shochat

1000 Virginia St
Berkeley 94710

Dear Elizabeth Greene,

LAND USE PLANNING

I Am writing in support of Amoeba
obtaining a cannabis dispensary permit. I
live on the same block as Amoeba, and
I think it will make the area safer
and cleaner. I'm happy to support a
new business adding to the community!
And I think Amoeba's experience in
the area will give them the ability
to do it right, in a community
beneficial way!

thanks _____

JOHN HEWARD
2449 OUGHT WAY
Berkeley CA

Dear Ms Elizabeth Greene -

I am writing you today in support of Ameoba Records' petition to be awarded a license to dispense cannabis.

Ameoba has been a strong supporter of and steadfast member of the Berkeley community and Telegraph ave. business for years.

Rather than award the license to outside interests, I cannot imagine that Berkeley would not want to keep the privilege and responsibility of maintaining this within the Berkeley business community with solid and well established business owners that have been pillars of the Berkeley business landscape for years.

awarding the certificate to dispense cannabis to Ameoba Records

would be the right thing to do

Thank you

J. M. Dpe
2400 Prince St
Berkeley, CA
94705

NOV 04 2015

To: Elizabeth Greene, c/o Medical Cannabis Commission
2120 Milvia Street Berkeley, California 94704

LAND USE PLANNING

From: William Kiernan,
444 61st Street, Oakland, CA 94609

10:31:15

I have been a close friend and supporter of Amoeba Music since it opened up shop on Telegraph Ave. I have always admired their strong sense of community and philosophy of treating employees fairly and giving back to the community. A large independent business with a conscience, Amoeba is an anomaly in today's marketplace. Truly a part of the cultural fabric that has made up Berkeley for the past six decades - located on Telegraph Ave with Peoples Park sitting round the corner - Amoeba Music found the perfect location for its store when it opened back in 1990. In its 25 years Amoeba Music has become iconic and a destination for music appreciators from all over the world. Travel guides routinely point tourists to visit the original Amoeba in Berkeley. But the area around Amoeba has been in decline for some time now. Since 2008 across the street from Amoeba on Telegraph lies an empty building that once housed Cody's Books. Much as the widely revered, independent Cody's Books was to literary fans, Amoeba Music is to music appreciators. Further Amoeba Music is more than a retail outlet. It is meeting place for minds who love music - many of whom make music too. Music of many genres has had a historical relationship with cannabis. That is one of the many reasons why Amoeba Music on Telegraph Ave. would be ideal for a dispensary. It is also a convenient location. More significantly there are the positive economic benefits that a dispensary would bring. Not only would it benefit the record store in the current unprofitable music business, but it would also benefit the community by both creating unionized jobs, plus attract new needed foot traffic to an area that has been in decline for sometime.



William Kiernan

RECEIVED

NOV 04 2015

Dear Elizabeth,

LAND USE PLANNING
I moved to Berkeley in the late 70's and part of the allure was the record stores and the music-loving community surrounding them. I was thrilled when Amoeba opened the Berkeley Store. It ~~not~~ continued a rich tradition but took the best concepts from other stores and developed a new super-store.

I traded in records, shopped & met many friends in the aisles. Our jazz trio even used their power outlets to perform during the Winter Holiday Telegraph Street fare.

I have seen the decline of Telegraph first hand, in terms both financial (no more Cody's!) and cultural. But Amoeba has hung in there bravely despite lagging CD sales in the age of streaming and digital downloads.

Cannabis retail at that location would be an ideal fit for the community in my opinion. I trust Amoeba to handle it responsibly, becoming a hub for medical cannabis which also nurtures an art form close to my heart. It could really revive the sagging Telegraph economy & bring more \$ in terms of city tax revenue as well.

Finally, I have to say my personal experience with cannabis has been a positive one over the years and believe it is very important that citizens have safe legal access to it. This seems like a true win-win situation for the city & people of Berkeley.

Sincerely,



(Len Paterson)

Harrod Blank
2248 Summer St.
Berkeley CA 94709
510-366-3713
excentrix@aol.com

LAND USE PLANNING

Nov 1, 2015

Elizabeth Greene
% Medical Cannabis Commission
2120 Milvia St.
Berkeley CA 94704

Dear Elizabeth:

In my opinion Amoeba Music is a defining element of the City of Berkeley and it represents counter culture, freedom of expression, and is part of the history of Telegraph and Berkeley at large. If you strip away the identity of a city, the city becomes less unique and less of an attraction. I feel strongly that everything that can be done to save Amoeba Music should be done.

Amoeba music has supported our efforts in the past of putting on the annual ArtCar Fest, (www.artcarfest.com) and the How Berkeley Can You Be Parade and Festival and they are a team player and support many others in our community.

It is clear that the music industry has changed and that Amoeba will need to do something additional to keep afloat. I have heard of the idea of their becoming a medical marijuana dispensary. I would be supportive of that idea since I saw just how important marijuana was for my father Les Blank as he was dealing with the painful death process of bladder cancer in 2013. It really helped him cope with the pain and anxiety and made his transition smoother than it would have been otherwise. It also helped his stomach stay calm.

Please consider doing whatever you can to help Amoeba with their transition to continue to be a part of the Berkeley landscape.

Thank you -



Harrod Blank

Greene, Elizabeth

From: Jerry Mcdaniel <jelobrnd@gmail.com>
Sent: Friday, November 06, 2015 8:55 PM
To: Greene, Elizabeth; marcamoeba@yahoo.com
Subject: AMOEBA MUSIC

Elizabeth Greene, c/o Medical Cannabis Commission 2120 Milvia Street Berkeley, California 94704

Hello,

My name is Jerry McDaniel. I am a Bay Area musician and performer for many years now with a long history of connection to Amoeba Music in that I have created and installed window displays at all three of their California stores.

Undoubtedly, you have not heard of me but, you have heard of Amoeba Music. Even before their recent application to open a marijuana dispensary at their Berkeley store...people in Taiwan have known about Amoeba Music. People in Yemen and New Zealand and Moscow and Sao Paulo know about Amoeba Music and what they stand for as purveyor of culture and music and art. Amoeba Music is part of what Berkeley, CA stands for to the world. A symbolic rock on Telegraph avenue. A place to come and partake in a humongous library of music and sounds and films and other media.

With the addition of a cannabis club, Amoeba music could ,once again, become the cornerstone of Telegraph Ave. bringing more people to an area that has, in recent years, begun to slump. I'm all for it. I know many of those in need of the medicine that the fine people at Amoeba Music could responsibly provide are behind the cause. Let's all stand for holding up the community of Berkeley, CA!

Sincerely,
Jerry McDaniel

Greene, Elizabeth

From: debby goldsberry <dgoldsberry420@yahoo.com>
Sent: Saturday, November 07, 2015 4:02 PM
To: Greene, Elizabeth
Subject: My Op Ed in support of Berkeley Compassionate Care Center

Hi Elizabeth,

Good afternoon. I wanted to submit this Op Ed I wrote in support Berkeley Compassionate Care Center's dispensary application. Thank you for strongly considering them for the one available permit, as they are the only truly local candidate. We can count on them to bring compassion, jobs, and financial benefits to our community, and they are supported by a well rounded team of cannabis experts and safety consultants and have been proven good neighbors over many years. Your consideration is appreciated.

With kindness, Debby Goldsberry

Amoeba Music, an Innovative Candidate for Berkeley's Dispensary License
By Debby Goldsberry

There is a tough competition underway for the single available cannabis dispensary permit in Berkeley. Five remaining groups are locked in a battle of public hearings and grading systems, with the ultimate goal of winning the vote of the City Council. Amoeba Music is a standout candidate, competing against a mix of dispensary chains and small nonprofits for a retail license worth millions in sales each year.

Amoeba wants Berkeley to replicate the success of the Oaksterdam model. Back in the 1990's, Oakland's downtown area was largely abandoned to crime before Richard Lee opened the Bulldog Coffeeshop cannabis dispensary and Oaksterdam University. Crime dropped, the streets became safer, and other supportive businesses – especially restaurants – moved in. Slowly but surely, Oakland became a travel destination, even garnering the #5 spot on the annual list of *Places to Go* published by the New York Times.

Marc Weinstein, co-founder of Amoeba Music, believes the cannabis community can also revitalize Berkeley. "Telegraph Avenue has been suffering due to the location of big box stores in the area and from the competition presented by Amazon and other online retailers," says Weinstein. "Plus, the University of California Berkeley is putting focus on the west side of campus, rather than on Telegraph Avenue and Sather Gate, which has historically been the entrance to campus. Area restaurants and bookstores have closed, and a major fire four years ago left a gaping hole in the streetscape which has yet to be repaired."

Having a medical cannabis dispensary on the street will make the area a place "people go out of their way to visit again," says Weinstein. To compete for the permit, Amoeba's founders formed a nonprofit

organization, the Berkeley Compassionate Care Center. They plan to dedicate half of their current store space to the dispensary.

“The educational model we will use devotes a large amount of floor space to the products. This is to give patients enough time to ask questions without feeling rushed,” Weinstein says. “Most current dispensaries are built on the model of waiting in line and asking questions of your cashier. With this new concept, people who are current users will get more informed, and those who are new to medical cannabis use get better results right from the start.”

The plan is to revitalize Telegraph Avenue, and to make sure it stays a place “with personality that represents the whole city” of Berkeley, says Weinstein. “We are creative retailers who run three large stores. Everyone loves working there for a reason, because they are allowed to be themselves. It is a culture that is very unlike a chain store, and the medical cannabis business, with its focus on diversity and care, is something that comes naturally to us.”

Listening to music while consuming cannabis is an age-old custom, and music has long proven to be therapeutic. The American Music Therapy Association says it can be used to manage stress, alleviate pain, improve communication, and promote physical rehabilitation. And, as Weinstein points out, “there has been an obvious connection between music and the cannabis culture, going back certainly thru the 60’s. The record stores in the 60’s, 70’s, and 80’s were often the only place you could buy paraphernalia, like rolling papers and pipes. They carried those for a reason, as the cultures live side by side. Both bring a lot of joy to life, and have historically gone hand in hand.”

With hard sales of music down by 50%, getting the dispensary permit might be the only way to save the Amoeba in Berkeley. “This is our first store, our momma store, that we are trying to save,” says Weinstein. “We had 88 employees in 2005 and are down to 35 now. With the dispensary permit, we could hire 75 people in the first year if the business survives. This would certainly be a neighborhood serving business and a draw for all of the other area businesses.”

Amoeba has been actively supporting cannabis reform since 1996, when local advocates were collecting signatures for the Compassionate Use Act, Proposition 215. “We have always been interested in the issue. Back in the 90’s, we helped with the community activities going on around the store, sponsoring reform concerts,” says Weinstein. “But, it was when we started doing research for permit application three and a half years ago, and after we opened a patient evaluation center at our store on Haight Street, that we understood the importance of medical marijuana and wanted to get involved.”

The block of Telegraph Avenue on which Amoeba is located has long been neglected. Three of the four street corners are dilapidated, empty buildings or burned out lots. The grungy street scene, where dealers sell drugs to anyone wandering past, keeps customers away. According to Weinstein, the dispensary will make the neighborhood safer. “We have learned that in Denver and Los Angeles, where crime and dispensaries were studied closely, crime goes down where medical cannabis is licensed and sold. And, there are no studies that state any actual fact to prove otherwise,” he says. “Locating a dispensary at Amoeba will help clean up the Avenue in a big way. It will put eyes and ears on the street, with lights, cameras and security staff on a block that has been historically very hard to

manage. The people who are currently selling low budget cannabis on the street will be put out of business.”

If successful in securing the permit, Amoeba will be able to continue their long history of giving back to the Berkeley community. They are already one of the city’s top taxpayers, but they also support important local nonprofit groups like the Center for Independent Living, the Julia Morgan Center, the Berkeley Arts Festival, and the Berkeley High Music Department.

At least one other candidate applying for the Berkeley permit is likable, and the process is highly competitive. But likability will not save Berkeley, and the Telegraph community needs help now. Unlike the other candidates, Amoeba is local and all of the funds raised will be put directly back into our community, rather than in the pockets of “big cannabis” and other outside interests. That is something that should matter in this process.

Greene, Elizabeth

From: Yoni Mayeri <yoniphoto@gmail.com>
Sent: Saturday, November 07, 2015 6:57 PM
To: Greene, Elizabeth
Cc: Marc Weinstein
Subject: support for Amoeba

Dear Ms. Greene,

I am writing in support of Amoeba Record's application for a permit/license to sell marijuana.

I have know Marc Weinstein for over a decade, both as a neighbor and business person. I believe he is the solid citizen and professional business person. The location of Amoeba on Telegraph Avenue would be an ideal and central destination for many clients throughout the East Bay.

Please grant the permit to operate a facility to Amoeba.

Thank you,
Yoni Mayeri

Instagram, Facebook, Google+, LinkedIn, Tumblr, Snapchat
@yonimayeri

yonimayeri.com

"A portrait is not made in the camera but on either side of it." -- Edward Steichen

Greene, Elizabeth

From: Jewlia Eisenberg <jewlia@earthlink.net>
Sent: Sunday, November 08, 2015 9:38 PM
To: Greene, Elizabeth
Subject: Amoeba as MCD

Dear Secretary Green,

I am a longtime Berkeley resident and Amoeba customer. Aside from the pleasure I have gotten buying music there, I get a regular feeling of satisfaction whenever I pass by their store—I am happy that they have stuck around and made a positive difference on their difficult block.

I wanted to say that CBCB, the cannabis club in my neighborhood, has made a big difference on a block that used to be awful. Since the MCD is there, the foot traffic has made it a nicer and safer place to be than it was before. The cannabis club even drew another business to the corner, a very nice neighborhood café.

I think an MCD on Telegraph and Haste would be great for the neighborhood. And I would be very happy if Amoeba, which is such a great community resource, would get to host it. And they will be hiring 75 union jobs! You really can't beat that!

Sincerely
Jewlia Eisenberg
Berkeley, CA
jewlia@charminghostess.com
www.charminghostess.com

November 2, 2015

Elizabeth Greene
c/o Medical Cannabis Commission
2120 Milvia Street
Berkeley, CA 94704

LAND USE PLANNING

Dear Ms. Greene,

I am writing in support of the application by Amoeba Music to add the services of a medical marijuana dispensary to their store space on Telegraph Avenue in Berkeley. When I heard about this idea, I was very excited because adding this service would save the store and its jobs. In all likelihood, this Amoeba store would no longer be able to sustain its presence on Telegraph Avenue without expanding its business model in this way.

I am a long time customer at Amoeba Music in Berkeley, pretty much from when it opened some twenty-five years ago. Amoeba has brought so much to the Telegraph Avenue corridor. Along with Cody's, Moe's and Shakespeare Books, Amoeba is an anchor tenant; that is, they hold down an important corner and bring much needed commerce and services to the strip. Now that Cody's and Shakespeare's are gone, only Moe's and Amoeba provide the kind of magnetic presence on that strip. If Amoeba were to go, it would be dark times on Telegraph Avenue with only Moe's holding the candle to the once thriving retail strip.

I worked in the Telegraph Avenue area at Leopold's Music before Amoeba existed and I was so happy when they opened because Leopold's and Tower Records had closed. Having been in that business, I know how difficult it is to sustain but Amoeba has gone beyond that by being an excellent employer, a promoter of culture, a source of support to the Berkeley arts community while being excellent business people growing and changing with the times. Keeping a vital source of recorded music in a retail setting is not easy no matter how good the business people are but Amoeba persists because it is an important cultural resource.

Now, it is time for the City of Berkeley to show its appreciation to this great store and help it grow some more in order to keep the music available while helping another community in need. The use of medical marijuana is considered an effective means of helping those in need. There is no better group of people than the Amoeba team to extend their vision of excellence to this area.

I wholeheartedly encourage the City of Berkeley to approve the Amoeba Music request to open a medical marijuana dispensary. Knowing them, this dispensary will become a model for that world.

Thank you for your consideration.

Best wishes,


Brian Auerbach

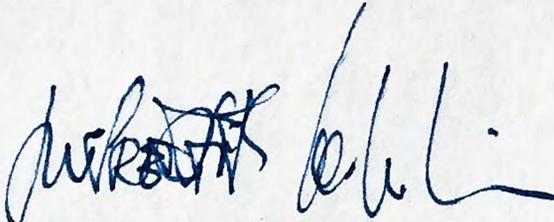
fred frith & heike liss 6625 longwalk drive oakland ca 94611
.....

November 9, 2015

Amoeba. The world's best record store. Officially. Why? Because it's always been so much more than a simple commercial transaction. Yes, they hire smart people with a deep knowledge of and love for music and film. Yes, they support a lively market in second-hand record sales that has been a lifeline for the local community of music-lovers. Yes, they deeply care about their neighborhood and their neighbors, making Telegraph a better place even in commercial hard times. We've been enthusiastic shoppers at Amoeba since long before we moved here in the 1990s. Shortly after our arrival we had the pleasure to get to know Marc Weinstein and his wife Valenta while our kids were attending the same school. Loving parents and savvy, generous people who we're now proud to call friends.

Why would we like THEM to run a cannabis dispensary? Because they are responsible, committed, reliable, honest, passionate people who have shown integrity and devotion towards their business, their work, their employees, their clients and their community over the course of 25 years. Because they are true locals, which counts for a lot. Because we are talking about a well-known and convenient location -very accessible not just by car but also by bus, BART and bike. Amoeba has brought not only fame (every visitor we have, from all over the world, has Amoeba on their must-see list) but also business to Telegraph Avenue. This will only expand if they have a chance to diversify. In fact the chances are it will become the world's best Cannabis store.

GO AMOEBA!



Fred Frith & Heike Liss

Greene, Elizabeth

From: Phillybms <phillybms@gmail.com>
Sent: Monday, November 09, 2015 6:48 PM
To: Greene, Elizabeth
Subject: Amoeba Music

I write to seek your support for Amoeba Music's plans to serve as a medical marijuana dispensary. In contemporary music Amoeba is the world's most iconic retail store and Berkeley is the original store. Just today Metric, a popular Toronto based band with almost a million Face Book followers, posted the message "Long Live Amoeba Music." Other world renowned artists have performed live shows in the Berkeley store. Amoeba is an essential part of what makes Berkeley so unique to so many who travel to Berkeley. Unfortunately, due in some part to the deplorable condition of that part of Telegraph Avenue, Amoeba needs to look beyond its core music business to pull customers into the store. I urge you to support Amoeba as a vital part of Berkeley.

Thank you for considering this.

Bruce Slavin
Cal '84 and continuing patron of Telegraph Avenue businesses

Sent from my iPhone

Amoeba Music (along with Moe's Books) has been one of the finest reasons to live in Berkeley, which I've done since 1978. LAND USE PLANNING

I know that some have gone to Amazon and streaming for their media needs, but having a stock of CDs, LPs and books to touch, to handle and look at, and to lead you to similar but unfamiliar works is an irreplaceable asset.

Telegraph Avenue over the years has become less than inviting, but Amoeba always draws me there anyway. In fact, I don't know what I'd do without it. We can't let it slip away.

The folks at Amoeba care about the community (having given money and traded services with many cultural groups in the City like the Berkeley High Music Program, The Jazz School, Crowden School, Youth Radio, KPFA, and many more.

A dispensary seems like the very thing that could keep them here, and allow them to do far more of that kind of giving.

It's on a busy street served by numerous bus lines, close to BART, and next to the University. Other merchants on the Avenue would benefit from a large number of regular customers likely to come to Telegraph. I'm told 35 jobs would be saved and an additional 75 jobs created – actual UNION jobs in this new industry.

Please allow Amoeba Music to continue to be an integral part of our community.

Thank you,



Dale Sophia
1267 Berkeley Way
Berkeley California
94702

3-November-2015

RECEIVED

NOV 09 2015

LAND USE PLANNING

Elizabeth Greene
c/o Medical Cannabis Commission
2120 Milvia Street
Berkeley, California
94704, USA

Dear Elizabeth,

My name is Moe! Staiano and I am writing to you that I am wanting to say my support for Amoeba Music on 2455 Telegraph Avenue in Berkeley to obtain and get a medical cannabis Dispensary License. I think this would greatly benefit both the community of Berkeley, help those who need medical marijuana available, and help Amoeba Music to stay open, which I think is a vital part of the musical community and important staple in Berkeley's business community. There has been a huge slew of businesses of music of where you can buy music that has been closing over the years. I think it would be tragic for Amoeba to close and would be a painful hit to the music scenes and artist/musicians alike. I think for having Amoeba to have a Dispensary License would be doing good in helping those in need for medical marijuana, and keeping the business of Amoeba Music open. Please consider this vital option for both the business of Amoeba Music, and the people of Berkeley. Thank you.

Sincerely,
Moe! Staiano
Supporter of Amoeba Music



mwestaiano1@yahoo.com
209-814-2524

RECEIVED

BCCC

MCC Special Meeting

NOV 10 2015

01-28-2016

Page 60 of 83

Nov 9, 2015

Elizabeth Greene
Medical Cannabis Commission
2120 Milvia St.
Berkeley, CA 94704

LAND USE PLANNING

Dear Ms. Greene,

I have been a Berkeley resident since 1975.

I owned and operated Frank More Shoes on Bancroft (across from campus) from 1975 to 1983. From 1984 to 1996 I owned and operated the 'Footwear First' stores in Berkeley, Montclair, San Francisco and Mill Valley.

Presently I am involved with the Berkeley Ecology Center and a family farm in Mendocino County. We grow Organic Produce certified by Global Culture. We also grow Organic Medicine within all legal requirements of the State of California and Mendocino County.

I have raised 3 children in Berkeley, one a local school teacher, the other two are Organic farmers in Mendocino. While growing up, my children frequented many local businesses, now long gone.....but one of their favorites is Amoeba Records. We especially miss the original Black Oak Books and Cody's.

For the sake of my grandchildren, I am interested in preserving as many of our cultural icons as possible. I want them to experience music, not just from an 'ipod'. I hope they get to experience the joy of browsing through book stores and record stores as their parents did.

As a business person, I am also concerned that whomever funds this proposed dispensary is able to keep the profits within the community. I happen to know that many such dispensaries are funded by myriad investors from out of state. Since Berkeley has so few dispensaries, I feel very strongly that it should be operated and funded locally. Amoeba is an old, well established business here that has contributed in many ways to our community. I hope you consider this when making your choice.

Sincerely,



Charles Gatto
101 Parkside Drive
Berkeley, CA 94705

510-652-9050

Greene, Elizabeth

From: pt <normalsf@earthlink.net>
Sent: Wednesday, November 11, 2015 11:49 AM
To: Greene, Elizabeth
Subject: to: Elizabeth Greene / Cannabis Commission regarding Amoeba Records in Berkeley

Dear Elizabeth,

For the past two decades, I've been a faithful customer of Berkeley's Amoeba Records.
As a music lover - they have enriched my life.

However, as the owner/operator of an East Bay record company (Heyday Records, Innerstate Records) that specializes in releasing music by local musicians - Amoeba has provided me with income as well - by supporting and selling my vinyl LP and Compact Disc releases!

Also, I'd like to point out that Amoeba's continued presence on Telegraph Avenue is essential to keep that street thriving for other local businesses as well!

Ever since we lost Cody's - things have never been the same - we can't afford 'on so many levels' to lose since a giant store that brings in much foot traffic on that street - and of course Amoeba employs dozens of local residents too.

And correct me if I'm wrong - doesn't the City of Berkeley benefit from thousands of dollars paid in business taxes, etc ?

so - I know from first hand discussions with the owners of Amoeba that they MUST be allowed to sell Medical Cannabis to keep their record store open !

why?

because with the surge of popularity in most people buying their music 'on-line' from iTunes and Amazon.com - there's less and less folks buying actual CDs and records anymore.

please do the right thing.

thank you,
Pat Thomas
po box 18841
Oakland, CA
94619-8841

phone 510 407 0095

Greene, Elizabeth

From: Daniel McMullan <danielmcmullan@att.net>
Sent: Thursday, November 12, 2015 3:07 AM
To: Greene, Elizabeth
Subject: Amoeba on Telegraph

Dear Commissioners,

I have already written you a letter by hand but in light of the legibility of my handwriting I wanted to send an email to express my hope that Amoeba Music on Telegraph Ave will be given a permit to open a dispensary at their historic location. For so many reasons this is the right choice. Number one in my mind is that when in 1996 we were trying to get the Medical Cannabis Initiative passed in California (Prop.215)

we approached Amoeba Music to underwrite and sponsor a concert we were planning in People's Park. Not only did they sponsor the concert but they advertised it extensively. It was the biggest most popular show in the Park since the seventies.

At the time my cousin was working with Denis Peron in San Francisco and I saw for myself what medical cannabis

was doing to save lives of people with cancer and other fatal illnesses. Having lost my Mother to cancer I wanted to help and found a like minded friend in Marc at Amoeba Music. I would love to see that generosity of spirit come around full circle and help save jobs and save lives in Berkeley while also giving new life to a Berkeley Landmark and longtime and founding supporter of Medical Cannabis in Berkeley and all of California.

Amoeba Music will also enjoy the support of people active in the disabled and medical cannabis community. Many of us are very hopeful for the future of medical cannabis in Berkeley and appreciate the great work of your commission.

Sincerely,

Dan

Daniel J. McMullan III
Commissioner
Human Welfare and Community Action Commission
CITY OF BERKELEY, CALIFORNIA
Director/Consultant/Advocate
Disabled People Outside Project
EAST BAY/SAN FRANCISCO, CA
(510)684 5866

Elizabeth Greene
Medical Cannabis Commission
2120 Milvia Street
Berkeley, California 94704

RECEIVED

NOV 13 2015

LAND USE PLANNING

Dear Secretary Green,

I am a longtime Berkeley resident and Amoeba customer. Aside from the pleasure I have gotten buying music there, I get a regular feeling of satisfaction whenever I pass by their store—I am happy that they have stuck around and made a positive difference on their difficult block.

I wanted to say that CBCB, the cannabis club in my neighborhood, has made a big difference on a block that used to be awful. Since the MCD is there, the foot traffic has made it a nicer and safer place to be than it was before. The cannabis club even drew another business to the corner, a very nice neighborhood café. So it has been good for locals in every way.

I think an MCD on Telegraph and Haste would be great for the neighborhood. And I would be very happy if Amoeba, which is such a great community resource, would get to host it. And they will be hiring for plenty of union jobs! You really can't beat that!

Sincerely,



2779 Carlsbrook Dr. Oakland CA 94611
stephen@stephenkent.net (510) 499 0880
www.stephenkent.net

RECEIVED

11.8.2015

NOV 13 2015

Dear Elizabeth Greene and the City of Berkeley,

LAND USE PLANNING

As an East Bay resident for the past 20+ years and concerned citizen I have watched with sadness the apparently inexorable decline of the Telegraph Avenue strip that leads from Dwight to Bancroft over the past dozen years or so, especially since the demise of Cody's Books at the corner of Haste. Of course there is another storefront on the other side of Telegraph Avenue that represents an equally potent presence on the Berkeley and wider Bay Area map that, due to a combination of challenging economic and social changes also appears to be under imminent threat of possible closure. I am referring of course to Amoeba Records flagship store, which let us not forget, has spawned the 2 other larger Amoeba stores in San Francisco and in Hollywood and is one of the standout independent businesses occupying Telegraph Ave. I believe that another forced closure on the Telegraph Ave strip would spell further doom to that part of the heart of Berkeley, an area which when I first moved to the Bay Area was one of the most vibrant and bustling urban zones on the West Coast.

Thankfully there is a possible solution within easy grasp if the possibility of Amoeba being licensed to open a Medical Marijuana Dispensary in addition to their music business in that location becomes a reality.

As someone involved in the music industry, both as a performer (recently awarded The City of Berkeley's *Artist of the Month* for June 2015) and in the media (my 20 year old weekly *Music of the World* show on KPFA) I have long had an association with Amoeba as a community conscious, positively politically conscious, environmentally conscious, consciousness-driven and progressively run business that is a shining example of a successful venture that ploughs as much back into the surrounding community and the wider world in some very specific and inspiring ways as it does into its own. Quite apart from being a resource for one of the largest and finest evolving markets for both second hand and new musical offerings Amoeba has donated funds to supporting numerous local cultural organizations and institutions (Berkeley High Music Program, Crowden School, KPFA, Berkeley Youth Radio, The Berkeley World Music Festival, The Jazz School to name a few) and on a global level has helped to save over a million acres of rainforest through its standard bearing support for the Rain Forest Action Network among other things.

Now, in the face of huge challenges to survive in the 21st century where the value and even the identity of recorded music has fallen into freefall Amoeba Music is working hard to reconfigure its blue print to suit the new reality. In the new

economy of the 21st century where there have been tectonic shifts in official and legal attitudes to the use of marijuana how fitting to open a medical marijuana dispensary in the Telegraph Avenue location of a true home grown independent Berkeley business that has championed a fair trade progressive business attitude in the area for over a quarter of a century! To grant Amoeba Music this license would first of all save 35 jobs as well as likely adding 75 further jobs to the avenue. It can be reasonably expected that the direct result of establishing a dispensary in a neighborhood which is well served by public transport will bring a large number – between 50-100,000 – regular customers to the area, which will certainly benefit the entire neighborhood as many of those customers will take their business to other neighborhood locales in the course of their regular visits to the neighborhood. The likely result is a strong positive move towards the regeneration of the Telegraph Avenue Strip as a thriving community. That prospect seems a win/win scenario for the City of Berkeley, the Telegraph Avenue area, Amoeba Music AND the population in general.

I urge you to award the license to Amoeba Music.

Yours Sincerely

A handwritten signature in black ink, appearing to read 'SKM', written in a cursive, stylized font.

Stephen Kent

stephen@stephenkent.net

www.stephenkent.net

Producer of *Music of the World*

KPFA 94.1 FM (Thurs)

(Northern and Central California)

www.KPFA.org

November 3, 2015

LAND USE PLANNING

Dear Ms. Greene,

Amoeba Music, Moe's Books, and the long-gone Cody's Books and what they represent have been one of the core reasons my husband and I chose to live in Berkeley since 1978.

As a graphic designer, I work in a digital world daily. But in an era of all things on-line, Amoeba is a place where you can explore, discover new music, and become part of ideas and sounds far beyond Amazon and iTunes. Amoeba is part of the soul, heart, and intellectual life of the community. Its demise would be a loss to all of us.

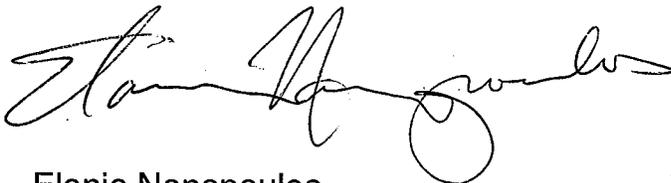
The folks at Amoeba care about the community (having given money and traded services with many cultural groups in the City like the Berkeley High Music Program, The Jazz School, Crowden School, Youth Radio, KPFA, and many more.

A dispensary seems like the very thing that could keep them here and allow them to do far more of that kind of giving.

It's on a busy street served by numerous bus lines, close to BART, and next to the University. Other merchants on the Avenue would benefit from a large number of regular customers likely to come to Telegraph. I'm told 35 jobs would be saved and an additional 75 jobs created – actual UNION jobs in this new industry.

Please allow Amoeba Music to continue to be an integral part of our community.

Thank you,



Elania Nanopoulos
1267 Berkeley Way
Berkeley California
94702

Elizabeth Greene
Medical Cannabis Commission
2120 Milvia Street
Berkeley, CA 94704

November 11, 2015

RECEIVED
NOV 17 2015
LAND USE PLANNING

Ms. Greene,

I am writing this letter in support of Marc Weinstein and Amoeba Music's efforts to open a dispensary on their premises.

I have been a loyal customer of Amoeba Berkeley for over 20 years. It is still a regular destination for me. I have found that the flagship location in Berkeley is not only a great record store with knowledgeable staff, great selection, etc., but is a strong magnet to Telegraph Ave for music lovers everywhere. They are internationally known and a popular destination for tourists worldwide.

As an artist and a customer I have seen firsthand that they are a conscientious member of the Berkeley business community in that they treat their customers, workers, neighbors, and vendors with respect and honesty. Further, they are strong supporters of businesses and customers on Telegraph, weathering many economic changes with grace, determination, creative solutions, and positive energy. They are strong supporters of other Berkeley cultural entities such as The Jazz School, Crowden, and Berkeley High. A city could not ask for a better business to have in its community.

And they are entirely local.

These traits are among the many reasons I feel that awarding them the permit for the dispensary is the best possible choice you could make. It would greatly benefit the people and business community of Berkeley and its surrounding areas.

Sincerely,



John Ettinger
6624 Cutting Blvd
El Cerrito, CA 94530

To:
Elizabeth Greene, c/o Medical Cannabis Commission
2120 Milvia Street
Berkeley, California 94704

RECEIVED

NOV 17 2015

LAND USE PLANNING

11/12/15

Dear Elizabeth,

I am writing to give my utmost support for Amoeba records as the choice for the medical cannabis dispensary permit in Berkeley. Amoeba is not just any business, it is like a library/museum of delights with cumulative years of information and artistic curation in the vast world of music culture. It is a beloved long-term fixture in the community of Berkeley, providing students and other music fans with a stellar selection of music. They have given back to the community in so many ways over the years, hosting free shows when they could in their space, helping enrich our cultural lives in the Bay Area as well as help promote music culture. For me, they were one of the jewels of the Bay Area, which enticed me to move here in the early 1990's. I bought and sold countless records at Amoeba over the years, which exposed me to so much musical history and a community of other aficionados. The staff are all warm and friendly. It is a wonderful resource for young and old alike, and for many different styles of music. Now, with the economics of the music industry having changed so drastically since the age of the internet, and record stores everywhere being so threatened by economic shifts, it's more important than ever to figure out new ways to preserve institutions like Amoeba—it is a local cultural treasure. A creative partnership with medical cannabis sales and service is, in my opinion, a perfect fit. Music is uplifting and healing for those with physical illness and mental strain, stress, etc. Such a partnership could also help revitalize Telegraph Avenue, reducing crime due to the security teams which are put in place in cannabis dispensaries. Since Telegraph Avenue has such potential, but is marred by the blight of some street crime, this could greatly improve the area as a shopping and dining destination for other Berkeley resident.

I hope you will consider Amoeba at the top of your list.

Best wishes,



Melissa Margolis
631 Broadmoor Blvd.
San Leandro, CA 94577

NOV 18 2015

11/12/15

LAND USE PLANNING

Dear Ms. Green:

I am writing this letter, to show my support, for Marc Weinstein, owner of Amoeba Records, located ~~on~~ at 2455 Telegraph Ave, Berkeley, who wants to put a medical marijuana dispensary at this same location.

As a life long Berkeley resident, I have always felt that Mr. Weinstein's business savvy has been an asset to our community. I feel having a dispensary at that location would ensure more business, thus more safety, to that corner.

I also feel medical marijuana has life-saving qualities, and that this is an important business venture, for that reason. Sincerely, Cassandra Blum

Elizabeth Greene
c/o Medical Cannabis Commission
2120 Milvia St. Berkeley, CA 94704

RECEIVED

NOV 23 2015

Dana Johnson
3721 Highland Ct
Berkeley, CA 94704
510-551-1129
dana@blantonj.com

ATTACHMENT 6.B
BCCC
MEC Special Meeting
01-28-2016
Page 70 of 83

Dear Elizabeth Greene

LAND USE PLANNING

I am writing to encourage the city of Berkeley to approve the application of Amoeba Music to open a cannabis dispensary at its Telegraph Avenue location. As a long time East Bay resident, who has a husband with a debilitating autoimmune disorder, I can say that the arrival of medical marijuana in California was a blessing for our family. My husband's painful intestinal disorder responds well to marijuana, and he has had a prescription for years. Currently, he travels to Oakland to pick up his prescription when needed, but we would be pleased to patronize a dispensary in Berkeley at Amoeba instead.

My family have been patrons of Amoeba for years, and as the music industry has evolved, we have been sad to see Amoeba struggle to stay afloat. Amoeba is one of the few homegrown businesses from our youth that remains in Berkeley, and we have long appreciated it as a community gathering place, a source of cultural excitement, performances, and a place with unique collections of music.

November 16, 2015

Amoeba, along with a small handful of businesses on the stretch of Telegraph Ave. adjacent to campus, is a pillar holding up that sagging neighborhood, which is in desperate need of renewal. As you are aware, that area has tragically suffered from the exodus of longstanding businesses native to Berkeley over the past few years. The East Bay should not allow this landmark neighborhood to decline further. Amoeba has stayed in the area despite the decline of its own difficulties in an evolving industry market. This license of business expansion should be awarded to the worthy Berkeley monument.

Amoeba's successful application for dispensary operation is a multipurpose solution. An approved dispensary at Amoeba will:

- serve an important medical need for many East Bay residents;
- bring much-needed legal commerce to an ailing commercial district;
- revitalize an important landmark music store;
- bring 75 unionized jobs to Amoeba & save 35 music store jobs;

November 16, 2018

• increase patronage for all businesses on Telegraph Avenue;

- drive out illegal marijuana sales;
- create a community medical service at a central place serviced by public transportation.

Moreover, Amoeba's owners have proven trustworthy businessmen who have earned the respect of the community & patrons. They are well-suited to assume the responsibility of a dispensary, and their survival through these lean years demonstrates that their business acumen will result in a successful revenue source for Berkeley.

I hope you will agree that Amoeba is an excellent choice for all these reasons and more.

Please do not hesitate to contact me with any questions or to discuss these points.

Kind Regards,

Dana Johnson

RECEIVED

BCCC

MEC Special Meeting

01-28-2016

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NOV 23 2015

LAND USE PLANNING

Dear Ms. Greene,

I am writing as a Berkeley homeowner, a music lover, and an academic physician at UCSF in support of the proposal to allow Amoeba Music to open Berkeley's fourth medical marijuana dispensary. Amoeba has long shown their dedication to the local community and has held fast, supporting local jobs and culture on Telegraph Ave and through programs throughout the city. They clearly have the good of our community and the future of the Telegraph business district at heart. The location is perfect, boosting foot traffic and consumers to a business district that desperately needs it. Most importantly however it is a local business without ties to cannabis industry, which I do not see as having any more concern for Berkeley than any other large scale industrial body. The medical benefits are proven and medical marijuana has strong legal footing, the issue is who do we want dispensing it. I trust →

Elizabeth Greene

1/6 Medical Cannabis Commission

2120 Milvia Street

Berkeley, CA 94704

LAND USE PLANNING

20 November 2015

Dear Ms. Greene,

It is with great pleasure that I write to express my support and appreciation for Amoeba Music on Telegraph Avenue in Berkeley.

I moved to the Bay Area from London in 1990 and, I confess, one of the great attractions to this area was the preponderance of great record stores. However, when Amoeba Music opened in 1991, even in a crowded marketplace, they instantly went to the head of the class. The concept was a music collector's dream: a curated record shopping experience in a store that was as much a museum as a retail outlet. But even with the shelves and bins stuffed till they were bulging with amazing, collectible pieces for sale the chief attraction was not the merchandise.

What really set this store apart was the staff. Amoeba sought and hired people with vast experience in music of every imaginable genre. At around the same time, I began to DJ at KALX Berkeley, the university and community radio station which broadcasts

from the campus of UC Berkeley. As I set about exploring the world of music, I found in Amoeba Music an inexhaustible source of information and inspiration.

Beyond its obvious importance to the retail music scene, Amoeba quickly achieved a prominence in the nurturing and presentation of home grown musical talent. Amoeba presented shows and festivals of local musicians. In the 1990's, I was a talent buyer at a prominent San Francisco night club called the Bottom of the Hill. Booking local talent often involved making a phonecall to Amoeba and asking someone on their knowledgeable staff.

Since its inception, Amoeba Music has been a steady presence in the lively but often volatile milieu of Telegraph Avenue. It's hard to imagine another business serving a similarly broad clientele managing the considerable influx of people to the Avenue as peaceably and uneventfully as has Amoeba. There, unique among often hostile music retailers, independent artists found themselves welcome at Amoeba. Beyond retail support, Amoeba would often showcase artists in a live setting inside the store building an impressive roster over time. The corner of Haste and Telegraph became a hospitable location to musicians and music lovers of every stripe.

In 2004, I suffered a spinal cord injury which left me paraplegic. While many stores in Berkeley sport closed

placards in their windows, Amoeba employees have always gone out of their way to enable me to browse their racks the way I did when I was able-bodied and, in that way, continue to indulge in my passion for music.

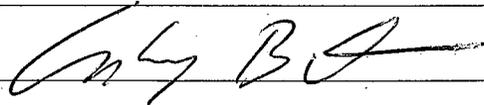
As a paraplegic I often have issues with excess spasticity and have been prescribed marijuana to help cope with it. I have gone to marijuana dispensaries where I have not felt comfortable browsing for what I need. I have often left such places empty-handed and frustrated because the atmosphere in those places was not very welcoming.

I think Amoeba Music would be an ideal spot for a medical marijuana dispensary. First of all, its location is perfect for anyone on public transportation as well as UC Berkeley students and people visiting Berkeley using BART. Secondly, it is an established presence on Telegraph Avenue and it would instantly establish the dispensary as a responsible, civic-minded citizen of the neighborhood.

Beyond that, this new enterprise would save the store and, as such, save Berkeley jobs and create new ones. I cannot imagine a more deserving candidate than Amoeba Music. In Amoeba, Berkeley has a world class music store staffed by individuals who are civic-minded, responsible and humane.

I simply cannot be too emphatic in encouraging
you to award the permit to dispense medical
marijuana to Anceba Maric

Very truly yours,



Anthony Bonet

1721 University Avenue

Apt. 305

Berkeley, CA 94703

(510) 649-0582

abonet@lmi.net

November 20, 2015

Elizabeth Green
c/o Medical Cannabis Commission
2120 Milvia Street
Berkeley, CA 94704

LAND USE PLANNING

Dear Ms. Green,

I'm writing this letter in support of and appreciation for Amoeba Music in Berkeley, and its efforts to open a cannabis retail store on Telegraph Avenue.

I've been going to the Amoeba store on Telegraph (and its other locations) since the place opened 25 years ago, and I think it's a unique cultural and business asset to the city of Berkeley, the state of California, and the world.

This great store and its sister stores have been celebrated by music icons, popular culture (even the Simpsons!), and regular people in search of musical treasure. They've been paying taxes and acting as good citizens that whole time as the business has grown. They offer cultural service and support many cultural groups, like the BHS music program, The Jazz School, Crowden School, Youth Radio, KPFA. They've helped save more than 1,000,000 acres of rain forest via the Rain Forest Action Network.

They're also the only applicant spending their own money on this, and they're local and home-grown (pardon the pun). I hear that all other applicants come from out of state, and elsewhere.

I've known Marc Weinstein and his wonderful family since our daughters were in kindergarten together, and he's one of the best, most-humane, caring employers and businesspeople I've ever met. He embodies the best principles of responsibility for his business, his employees, and the neighborhood.

There's a perfect synergy between Amoeba Music and a cannabis retail store. Marc and his partners are experienced businesspeople who know how to run a thriving, responsibly run establishment. They know the neighborhood and the environment really well. And they care about keeping Telegraph Avenue a lively, safe, and attractive place for shoppers.

The store is in a perfect location for a cannabis retail store — on a busy street with good public transportation, and a loyal clientele of locals and people from all over the world to visit a historic, iconic business.

The combination of the record store and the cannabis store will help other businesses on Telegraph to thrive as well, and revive that stretch of the street, because 50-100,000 customers are likely to patronize the business on a regular basis over the year.

Not only that — Amoeba would be able to save 35 jobs for current employees, and add 75 UNION jobs in a great new industry.

I can't imagine a better group of people, from right here in Berkeley, to start a new cannabis retail store in the heart of the city. I hope you'll support this application and I look forward to seeing an Amoeba cannabis retail store on Telegraph Avenue soon.

Sincerely,



Lauren Kerr
510-534-3906

4150 Gilbert St.
Oakland CA 94611

Greene, Elizabeth

From: Mary Oliver <mo4tet@hotmail.com>
Sent: Sunday, November 29, 2015 10:22 PM
To: Greene, Elizabeth
Subject: Support for Amoeba Cannabis Permit

Dear Elizabeth Greene,

This is an email in support for Amoeba Records to receive the cannabis permit from the city of Berkeley.

I have personally know Mark Weinstein for over 30 years and can attest that he is not only a trailblazer in the world of music promotion but is also one of the savviest businessman that I know. I believe that someone who has contributed to the cultural life and been actively involved in the community of Berkeley for over 25 years deserves to be trusted with the responsibilities that having such a permit would entail.

Also, Mr. Weinstein is funding this venture with his own money. Unlike many who are from out of town or backed by large cannabis corporations.

I have been living in Amsterdam, the Netherlands for the past 20 years. I know from personal experience that a responsible, locally involved distributor of cannabis and not a 'shop' that is managed locally but is funded by big business is a much safer and balanced way to make this product available to the community.

Respectfully,
Mary Oliver

Greene, Elizabeth

From: Lawrence Ochs <lmo49@earthlink.net>
Sent: Monday, December 07, 2015 1:19 PM
To: Greene, Elizabeth
Subject: regarding Amoeba Record Store and medical cannabis dispensary

Dear Elizabeth Greene,

It may now be too late to help out; Marc Weinstein asked me for a letter over a month ago. Like many musicians though, November is a particularly busy time for touring and recording. So I just now have some time to write you.

I've known the people running Amoeba for decades, from before Amoeba itself existed. They are all to a fault community-minded music fans. I say "to a fault" because I think that it's only their emotional connection to the original store, the place the business started and the community within which it started, that has allowed them to keep the Berkeley store open over the last decade or precipitously lower and lower CD sales. The digital age has closed down almost every record and CD store in this country. Most of the ones remaining are specialty or collectors' stores. Amoeba on the other hand continues to sell thousands of different recordings in every imaginable genre of music. And personally, they are my go-to place for finding interesting films about music on DVD.

But they have stayed in Berkeley because it was the right thing to do spiritually. Now this opportunity to serve the community in another way has been presented, and I can't think of a better bunch of people to take this on. Number one, they care. Number two, the store itself could disappear in the next 3 to 5 years without another source of income, and number three, the last thing Telegraph Avenue needs is another big store closing down and leaving yet another gaping hole or dead space on those few blocks near the University.

So that's about it. I admit I know little about this issue. But I do feel that having a cannabis dispensary on Telegraph would be a terrific thing to have happen. So much of these dispensaries are located in the middle of nowhere. Having one on Telegraph would be so much more hospitable.

Sincerely,

Lawrence Ochs

www.ochs.cc
www.rova.org

From: Mantra Plonsey <mantra@enchroma.com>
Sent: Thursday, December 17, 2015 12:58 PM
To: Greene, Elizabeth
Subject: Please give Amoeba Music the Berkeley Cannabis Dispensary Permit! Thank you!

Dear Ms. Greene:

I write to encourage you with the strongest possible recommendation to award Amoeba Music on Telegraph Avenue the permit to open a cannabis dispensary.

I have known, admired and played music with Amoeba's co-owner Marc Weinstein for over 25 years and have the utmost respect for his sense of civic responsibility. He is responsible, creative, a wonderful husband and father, and a businessman who can be trusted to work with the special needs, challenges and requirements of the very unique district which includes Telegraph Ave.

About myself:

I am a composer/teacher/musician in El Cerrito, and I spend countless hours (and lots of money!) in Berkeley. I would rather spend my cannabis dollars there than in Oakland, just as I would rather spend my vinyl/cd budget at Amoeba than anywhere else on the planet.

I am also a member of the tech star-up company EnChroma. We manufacture the spectacles that correct color deficiency, also located in Berkeley); I have two children, one an alumnus of Berkeley High, where my husband (also a musician/composer) teaches math, the other is a 7th-grader at Willard Middle School. I personally use cannabis daily for its medicinal properties, and, as I recover from the third spine surgery in as many years, am absolutely filled with gratitude that cannabis is available to me, as it has enabled me to function in a way I never could have if compelled to use only the addictive, debilitating pharmaceuticals which were prescribed (and which I kicked after 2 weeks).

Amoeba + cannabis= the perfect match for Telegraph!

I hope you see it the way I do. I know several hundred people who agree with me— perhaps they've written to you as well!

Yours,

Very sincerely, Mantra Plonsey
510-932-6329

DEC 21 2015

LAND USE PLANNING

Elizabeth Greene, c/o Medical Cannabis Commission
2120 Milvia Street Berkeley, California 94704

December 10 2015

Dear Elizabeth.

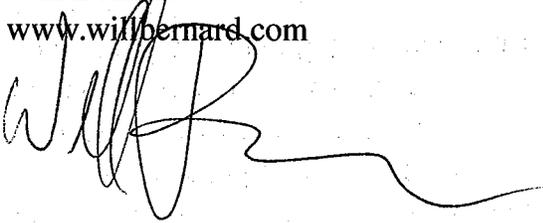
I am a faithful supporter of Amoeba music since the beginning. As a professional musician mostly involved in the small world of jazz, I have felt the support of Amoeba throughout the years as they have been so helpful with promoting and selling and promoting my music and the music of many other like-minded musicians who otherwise might not have an outlet for their music to be purchased in a brick and mortar environment.

Over the years Amoeba has stood for idealism in the arts and culture and has seemingly always taken the high moral ground when it comes action in the community.

I would like to continue my support in any way and if a marijuana dispensary will help keep this cultural icon afloat than I am for it.

All the best

Will Bernard
www.willbernard.com





Telegraph Business Improvement District

2437 Durant Ave. Suite 206, Berkeley, CA 94704

510-486-2366

stuart@telegraphberkeley.org

December 7, 2015

Medical Cannabis Commission
Elizabeth Greene, Secretary
2120 Milvia Street
Berkeley, CA 94704

Dear Elizabeth,

We write to you to express the Telegraph Business Improvement District's support of the dispensary application submitted by Amoeba Music.

Amoeba Music recently celebrated its 25th year anniversary on Telegraph Avenue. When they first opened the corner of Haste and Telegraph was something of a disaster zone. During this time, they have helped revitalize the street and have made the area cleaner, safer, and economically stronger. They have been a good neighbor and a good member of the community. They've also been a big supporter of many community events, causes and concerns over the years.

Amoeba Music has been a strong force in preserving the commerce and culture of Berkeley's most iconic street and would like to continue to do so. The music business is struggling now and they have stated the need for additional income to survive. Enabling them to supplement their business model by adding a dispensary to their location would not only create new jobs but would also enable them to save over 40 existing jobs at Amoeba as well.

We support their efforts towards keeping an anchor tenant in place as well as potentially bringing in new foot traffic into the district.

Sincerely,

A handwritten signature in black ink, appearing to read 'Stuart Baker', is written over a light blue circular stamp. The signature is fluid and cursive.

Stuart Baker
Executive Director

Medical Cannabis Commission
c/o Elizabeth Greene, Secretary
2120 Milvia Street
Berkeley, CA 94704

DEC 09 2015

LAND USE PLANNING

December 7, 2015

RE: Berkeley Innovative Health Proposed Dispensary

Dear Members of the Cannabis Commission:

We are writing to express our concerns about Berkeley Innovative Health's proposed medical marijuana dispensary at 1229 San Pablo Avenue, which is two blocks from our homes.

We strongly oppose a medical marijuana dispensary at this location, both because it would negatively impact the surrounding neighborhood and because the location would be unsafe for the dispensary's clients.

- The proposed dispensary has no adjacent parking, and the clients will be forced to park either in other nearby businesses' lots or on the street in the surrounding neighborhood. This will not only negatively impact other businesses, but will also exacerbate the existing parking shortage in the neighborhood, where residents already often struggle to find parking in the vicinity of their own homes.
- In addition to worsening the already bad parking situation in the area, the lack of on-site parking will jeopardize the safety of the dispensary's clients. The intersection of Gilman Street and San Pablo Avenue, where Berkeley Innovative Health proposes locating its dispensary, is a heavily trafficked area. Both Gilman and San Pablo are multi-lane, busy roads. Gilman provides the area's only freeway access, and with the recent addition of Whole Foods and other large retailers, the area has become further congested and unsafe for pedestrians. Many people who have medical marijuana cards are medically vulnerable or frail, and may have difficulty walking far or walking quickly. It would be very difficult and potentially unsafe for these individuals to have to brave the constant fast-moving traffic of these two wide boulevards in order to reach the dispensary to obtain their medication.
- The proposed location already has a high level of criminal activity and the presence of a business that will have both large amounts of cash and of marijuana will likely lead to an increase in criminal activity. While the dispensary will presumably employ on-site security to prevent crime on-site, the clients walking to the dispensary (with cash in their pockets) and leaving the dispensary (with medical marijuana on their persons) will be easy

targets for criminals. The farther that the clients have walk from their vehicles to the dispensary, the greater the probability that they will be victimized. Similarly, those clients traveling to the dispensary by public transportation will be at risk, as the nearby bus stops are a hub for illegal drug dealing and a large transient population.

We fully support the right of clients to obtain medical cannabis, but they should not have to risk their personal safety to fill their prescriptions.

Berkeley Innovative Health's application and their response to neighbors' concerns at the community meeting held at Ashkenaz on November 15th reflect poor planning. Innovative Health has failed to develop an adequate plan to ensure its clients' safety as they travel to and from the dispensary, or to address the serious impact on the neighborhood of increased traffic congestion and parking.

Thank you for your thoughtful consideration of this important issue.

Sincerely,



Phuong Le
1311 Kains Ave.
Berkeley, CA 94702



De Hieu Le
1311 Kains Ave.
Berkeley, CA 94702

Suzanne Anderson
1331 Kains Ave.
Berkeley, CA 94702

KAINS AVENUE NEIGHBORHOOD ASSOCIATION

1300 BLOCK KAINS AVENUE

LAND USE PLANNING

...To make our neighborhood safe, attractive, and a fun place to live
neighborhoodlink.com/berkeley/1300

To Whom it May Concern:

December 6, 2015

The Kains Avenue Associate representing the 1300 block of Kains is opposed to the Marijuana Dispensary proposal for Berkeley Innovative Health at 1229 San Pablo Ave.

Our major concerns are threefold: 1) Lack of parking; 2) Unresponsiveness of Berkeley Innovative Health at the community meeting and 3) Safety

Primarily, there is no parking designated for this proposed dispensary. The current tenants of 1229 San Pablo Ave are a rug cleaning operation. Because the rug cleaners pick up and drop of their customer's rugs, the business has very little foot traffic. The majority of the shops and businesses located on 1300 and 1200 section of San Pablo do not have parking available. This means that any patrons who come by car park on our block and the 1200 block of Kains Ave.

The dispensary will considerably increase the foot traffic coming and going on the 1200 block of San Pablo Ave. All of those people will have to park on our already congested block. Further, Berkeley Innovative Health indicated that they use the facility to bake edibles. This will bring a marked increase in the number of store employees who will be parking in front of our houses, since the site does not even have parking for employees. We are one of the few areas of Berkeley that does not have "lettered" parking. Thus, there will be nothing from stopping the employees and business owners from parking on our street.

Our second concern is the unresponsiveness of the Berkeley Innovative Health at the neighborhood meeting in November. Many of our members attended this meeting and we struck by the attitude of Berkeley Innovative Health. While they purported to be interested in working with the community, when issues such as parking were brought up their response was, "We don't know what we will do about parking. That does seem like a problem." They also seemed to just express surprise and awe that anyone came to the meeting at all. Their attitude seemed to suggest that for them the community meeting was just a formality that they had to engage in and not something that they had put thought into.

Lastly, we do have safety concerns. This is again related to parking. Many dispensaries employ guards in their parking lots to make sure the patrons are safe exiting the store and driving away with their medicinal marijuana. Here, patrons will have to walk to their cars parked on our dark residential street. This creates the perfect location for robberies, because our block is quieter, darker and more secluded than busy San Pablo. Any potential guard that Berkeley Innovative Health may employ would not be within eyesight of our block where patrons will park. A medical dispensary located at 1229 San Pablo will create a situation where people are known to walk with large quantities of marijuana onto our residential block to get into their cars. Given that the hours of the dispensary would be until 9pm, this is an invitation for robberies.

For the reasons stated above, we are strongly opposed to Berkeley Innovative Health opening a medical marijuana dispensary at 1229 San Pablo Ave.

Thank you,

NAME	SIGNATURE	ADDRESS
Sylvia V. Rowan	Sylvia V. Rowan	1318 Kains
Phuong Le	Phuong Le	1311 Kains Ave
De Hou Le, MD	De Hou Le	1311 Kains Ave
Karen Krolwisch	Karen Krolwisch	1317 Kains Ave
Suzy Anderson	Suzy Anderson	1331 Kains Ave
SANDRA LESSING	Sandra Lessing	1330 KAINS AVE
MARIA HIONIDES	Maria Hionides	1330 KAINS AVE
MITSUKO BAUM	Mitsuko Baum	1326 KAINS AVENUE
Rita Davies	Rita Davies	1320 Kains
Rosalind Gordon	Rosalind Gordon	1314 Kains Ave. #4
BARBARA PHILLIPS	Barbara Phillips	1322 KAINS (not particularly concerned with parking issue however am concerned with those who may loiter)
Mike Pierce	Mike Pierce	1301 Kains Ave
Melanie DAVIES	Melanie Davies	1343 Kains Ave Berkeley
CHRISTY PIERCE	Christy Pierce	1301 Kains Ave. Berkeley
OWEN DAVIES	Owen Davies	1343 KAINS AVE BERKELEY
Neil Berkman	Neil Berkman	1317 Kains Ave, Berkeley CA
Israel Vela	Israel Vela	1305 Kains Ave.
Rachel Hurwitz	Rachel Hurwitz	1309 Kains Ave.
Martha Westland	Martha Westland	1309 Kains Ave.

Petition Opposing Cannabis Dispensary at 1229 San Pablo

We, the undersigned Berkeley residents, oppose a cannabis dispensary being located at 1229 San Pablo Avenue. We feel that the cash based nature of a cannabis dispensary business poses safety and security concerns that make it incompatible with the residential character of the adjacent neighborhood. We also have concerns about lack of parking at the proposed site and on San Pablo in front of 1229. Parking on the residential streets next to San Pablo Avenue has already become difficult and this would only compound the problem.

First and Last Name	Address	Comments
Chandini Stanley	1230 Kains Ave., Berkeley, CA	
Gabe Winer	1112 Harrison St	
Terri Fashing	1112 Harrison St, Berkeley, CA	
Margaret Pritt	1231 Kains Avenue	Another critical concern is the number of children (especially those under the age of 5) that live on the block directly behind the proposed dispensary site.
Brett D'Ambrosio	1121 Gilman Street	
Erica Maier D'Ambrosio	1121 Gilman Street Berkeley, CA 94706	
Karen Gosling	1228 Kains Ave, Berkeley	I am concerned about the congestion in our area already with all the new businesses that have gone up in the last couple of years. Gilman is extremely crowded now. Having the dispensary so close to Gilman would really compound the parking problem.
Dan Corvello	1222 Kains Ave.	While I do not oppose cannabis dispensary's in principle, I just don't feel this is an appropriate location for such a business. We have great concerns for the safety of the children; and the parking situation is already a mess with all the recently opened business's on Gilman St.
Michael Ketema	1204 Kains Ave. Berkeley ,CA 94706	
Semainesh Debrezion	1204 Kains Ave. Berkeley , CA 94706	
Amy Kirtland	1229 Kains Ave	I am in support of this petition and as a single mother of two young children I am expressing my deep concern for the issues presented above along with general safety concerns, and the change to the neighborhood dynamics. Amy Kirtland
Paul Mansdorf	1236 Kains	
Daniel Aronen	1214 Kains Ave	
Kazumi Taniguchi	1214 Kains Ave.	
Jennifer Lovvorn	1208 Kains Ave	The City should decouple the selection of the dispensary operator from the selection of the site to allow for a more thorough and thoughtful process to determine the location of the 4th dispensary.
Enrico Medina	1210 Kains ave., Berkeley, CA 94706	Increased traffic affecting access to our homes and possible criminal activity impact.
Libby Black	1208 Kains Ave	
Tania Macdonald	1226 Kains Ave	I am strongly opposed to a cannabis dispensary at 1229 San Pablo
Hillary Curtis	1231 Stannage Ave	As a parent of young children, I am very concerned about the safety concerns associated with this proposed business.
Susie Altman	1209 Kains ave Berkeley, CA	Although we are not opposed to a medical marijuana dispensary, I believe the proposed location 1229 San Pablo is inappropriate. It will impact parking and more importantly, this location backs up to a residential neighborhood that has lots of children. It is also in close proximity to a preschool and to studio grow. Just a couple of blocks away is a light industrial zone which would seem to be a more fitting location for an all cash business such as a dispensary.
Raquel Pacheco	1037 Kains Ave	I am an Albany resident.

Petition Opposing Cannabis Dispensary at 1229 San Pablo

We, the undersigned Berkeley residents, oppose a cannabis dispensary being located at 1229 San Pablo Avenue. We feel that the cash based nature of a cannabis dispensary business poses safety and security concerns that make it incompatible with the residential character of the adjacent neighborhood. We also have concerns about lack of parking at the proposed site and on San Pablo in front of 1229. Parking on the residential streets next to San Pablo Avenue has already become difficult and this would only compound the problem.

First and Last Name	Address	Comments
Atsumi Sueishi	1246 Kains Ave Berkeley CA 94706	I am opposed anywhere near our street. I am very concerned about safety for the children on our street including my two children.
Carmen Figueras	1237 Kains Ave , Berkeley	<p>In my opinion a cannabis dispensary at that location is not compatible with the residential character of the neighborhood that abuts the commercial corridor. I live on Kains Avenue . My block of Kains Avenue is home to many young families and there are about 20 children.</p> <p>I strongly believe that such a business does not belong so closed to a residential area , not even one block away in this situation . This type of business belongs more in a industrial area , like in our instance closer to the freeway .</p> <p>I think that parking would be a problem , crime might become a problem , the potential for more homeless to settle near by . Because we don't have permit parking on our street, it is already used by employees of the businesses on San Pablo and Whole Food and other businesses customers . We heard at the public hearing that 100+ customers a day were expected . Will they sample the product on site , outside on the sidewalk ? Will we see side sales outside of dispensary . ? Legal or not , it is a mind altering drug . Will buyers / users drive off after sampling or smoking ? Based on the experience of some of our neighbors with a dispensary in their past neighborhood it does not look like we want this type of activities going on here.</p> <p>I am opposed to a dispensary being on San Pablo.</p>
Tara Madsen-Steigmeyer	1235 Kains Ave, Berkeley	
Zak Steigmeyer	1235 Kains Ave, Berkeley	
Elise obolensky	1116 Harrison street	
Dan Hayes	1116 Harrison St	It was clear from the community meeting that the proposed owners don't have a true picture of the neighborhood and what the impact of the dispensary will be.
John Allen	1229 Stannage Avenue	
Rachel Kimball	1229 Stannage Avenue	
Steven Kosach	1209 Kains Ave	I don't feel that the proposed cannabis dispensary belongs in a residential neighborhood. It would be far safer, and more appropriate to have it only a couple of blocks away in the commercial/industrial area just west of San Pablo Avenue. If the proposed dispensary is approved, I will do everything in my power to fight it as well as donate my money and time to the campaigns of those people who are running against any Berkeley City Council member who approves of this location.

Greene, Elizabeth

From: Siobhan Noble <siobhan.noble@gmail.com>
Sent: Monday, November 16, 2015 2:47 PM
To: Greene, Elizabeth
Subject: The Cannabis Center -- Application to Establish a Cannabis dispensary --

Dear Ms. Green,

I understand that a group called "The Cannabis Center" wants to establish a Cannabis Dispensary in my neighborhood in Poet's Corner, Berkeley. The address is 1440 University Avenue. There are a number of Churches schools and child care facilities near by. There are also s number of children's playgrounds nearby.

In fact, a licensed day care facility, Woolly Mammoth at 1484 University is less than 300 feet away from the proposed location. Netivot Shalom, a Jewish congregation is also around 300 feet away. Can you tell me why the dispensary is allowed to open so close to these organizations? I understood they needed to be more than 600 feet away.

Either way, please consider this an opposition to the opening of this facility. I am a neighbor living on ACton Street, a few blocks away from the proposed dispensary site. I am one of many parents in the neighborhood with young children, who do not want to have a dispensary close by. There are a number of other nearby child-related businesses and parks. These include the following:

The Berkeley School, which is approximately 1,100 feet away
Shu Ren School which is less than 600 feet away
Little Beans, a Licensed Day Care and Preschool at 2117 Acton Street
Charlie Dorr Mini Park, designed for children under 12 at 2218 Acton Street
Strawberry Creek Park, with a designated playground and
Berkeley Way Mini park.

Additionally, they have made no provision for parking. At the community meeting they held, which I attended, they claimed that their customers could use the parking lot at Savers. That lot is only available to Savers customers, and in fact, there was litigation a few years ago, which firmly established that that parking is only for Savers and that the owners of the building are within their rights to withhold the parking from the patrons of Strawberry Walk at 1440 University.

This means that the 300 people a day that the Cannabis Center proposes to service will be parking all over our neighborhood, in front of our homes and near child care centers, churches, and parks.

The location will not be a positive for this Berkeley community, and in fact, the location possibly goes against Berkeley Ordinances

Thank you,

Siobhan Noble
2206 Acton Street
Berkeley, CA 94702
415-318-6653

Greene, Elizabeth

From: M 064 Freeman <ojstudio@hotmail.com>
Sent: Thursday, November 12, 2015 2:45 PM
To: Greene, Elizabeth
Subject: Support for 1440 University as MCD site

Ms. Greene,

I live at 1508 Francisco Street, which is about five blocks from a proposed Medical Cannabis Dispensary (MCD) at 1440 or 1436 University Avenue. I support the use of that location for a dispensary. There are no other MCDs in the vicinity, the only nearby school is a preschool (which should not be a concern) and there is adequate parking and excellent access to BART and several bus lines. The location is not adjacent to any residents living on the ground floor of a building. An MCD at that location will enliven the area and bring business to nearby restaurants and other businesses.

I have spent time in many neighborhoods with dispensaries throughout the Bay Area and I have not observed any negative impact on neighborhoods with properly operated dispensaries. My experience is that all of Berkeley's dispensaries are properly operated. I have observed that the customers of MCDs are extremely diverse in every way and behave as well as all other Bay Area residents.

I have no opinions regarding the suitability of the proposed operators or how they compare to the other applicants for an MCD permit. I am writing to support the choice of location. However, I reviewed their application and business plan and it seems reasonable.

I have no affiliation with the applicants.

Thank you for your attention. Please put this message in the official record.

Michael B. Freeman
1508 Francisco Street
Berkeley, CA 94703

Greene, Elizabeth

From: Lee Nevo <leenevo@gmail.com>
Sent: Thursday, November 12, 2015 10:39 AM
To: Greene, Elizabeth
Subject: Objection to The Cannabis Center Medical Cannabis Dispensary Application

Dear Ms. Greene,

I would like to reach out to you in regards to them medical cannabis dispensary application submitted for The Cannabis Center at 1436 University Avenue.

Though I have no issues with medical cannabis in Berkeley, and do in fact support the legal and safe sale of cannabis to those who rely on it to relieve pain, nausea and other forms of suffering, the application for The Cannabis Center should be denied.

The application for The Cannabis Center contains false and misleading statements. Their neighborhood compatibly plan states:

"The use shall not be located within a six hundred (600) foot radius of a church, temple, or other places used primarily for religious worship, or a playground, park, library, licensed child day care facility, nursery school or school that is located within or outside the city. For the purposes of this requirement, "school" shall mean any property containing a structure, which is used for eduction or instruction, whether public, or private, at grade levels preschool and kindergarten through 12."

This claim on their application is false. There is a large preschool less than 200 feet away (about half a block) from the proposed location, that serves 30-40 children. Woolly Mammoth Childcare and Preschool is located at 1484 University Avenue, several storefronts away from 1436 University Avenue, on the same block and the same side of the street. These students would be severely negatively impacted by the presence of a cannabis dispensary at this location.

Little Beans Preschool and the Berkeley Chinese Community Church are also within the 600 foot radius circle.

In addition, Congregation Netivot Shalom, the Berkeley Chinese Baptist Church, and the Shu Ren International School Early Childhood Center are all within 700 feet, and the Berkeley School (preK-8th grade) is within 800 feet.

Opening a dispensary at this location would effect this community severely, and would not be a welcome addition to the neighborhood. I would like the city to consider rejecting The Cannabis Center's application on the grounds that it contains false and misleading information and would be a detriment to the neighborhood, dense with schools.

Do you know who I should contact to appeal or object to The Cannabis Center's medical cannabis dispensary application? I'd very much appreciate any information you have about this process. You can contact me at LeeNevo@gmail.com.

Thank you for your time.

Sincerely,

Lee Nevo
Berkeley Resident

--

LeeNevo@gmail.com

Greene, Elizabeth

From: emilia otoole <WOOLLYMAMMOTH@ATT.NET>
Sent: Monday, November 16, 2015 3:03 PM
To: Greene, Elizabeth
Subject: MEDICAL CANNABIS DISPENSARY

>
> Dear Ms.Greene,
>
> My name is Emilia O'Toole , I'm the director of Woolly Mammoth childcare and preschool at 1484 University
ave in Berkeley.
>
> I'm writing to you in regards to a notice that I just got in the mail . It states that a new medical cannabis
dispensary has applied for a permit at 1436 University Ave in Berkeley, just minutes away from my preschool
and three other schools also just minutes away.
>
> Woolly Mammoth has about 40 children, almost all the families live in the neighborhood and walk to school
every morning and again in the afternoon. This is a neighborhood full of children that would be severely
impacted by having a cannabis dispensary so close to all this schools.
>
> I really hope that you think of this innocent children when you do make your decision. I have been a business
owner in Berkeley for over 20 Years , I appreciate all that you do for the city's future.
>
>
> Sincerely
>
> Emilia O'Toole
> Owner and Director

HAMILTON MANAGEMENT, INC.

November 19, 2015

Ms. Elizabeth Greene
City of Berkeley
2120 Milvia St.
Berkeley, CA 94704

Re: The Cannabis Center, 1440 University Ave., Berkeley

Dear Ms. Greene,

I am the property owner of 1441 University Ave., also known as the Savers Building. We are strongly opposed to the proposed location of The Cannabis Center, next door at 1440 University.

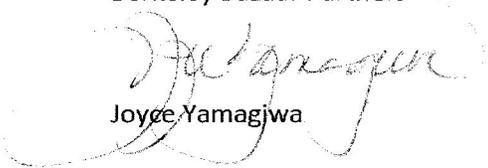
The location is inappropriate, as it does not have any parking. The Floor Plan included in the Application (page 12) does not accurately represent the site. The parking depicted is not available to the subject location, and should not have been reflected; please see exhibit A attached.

The Application states in Article III. Proposed Location, "The retail space is next door to restaurants, service providers, and a grocery store with plenty of parking including available parking on University Ave." The existing restaurant is operating under a conditional use permit, due to the lack of parking. The employees and patrons of the Taqueria have placed excessive demand on street parking, as well as our private parking. Again, parking at our site (the "grocery store with plenty of parking") is not available to employees or patrons of 1440 University. We adequately park our tenant (Savers Thrift), and have had great difficulty keeping surrounding residents and businesses from parking in our lot.

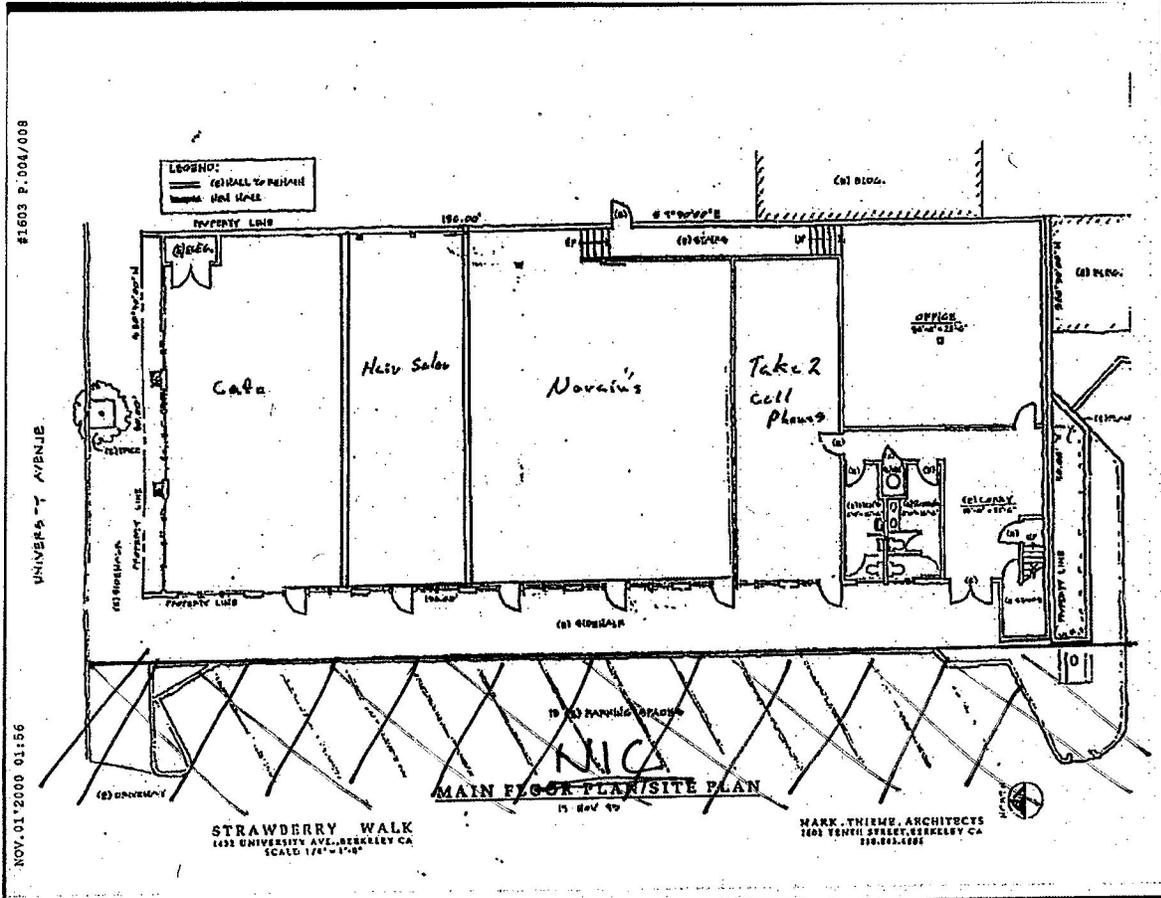
In addition to a dispensary, the Cannabis Center will also be providing medical services. The Cannabis Center plans to offer services onsite and offsite such as chiropractic care, acupuncture care, spiritual healing massage and mental health services. The parking requirement for medical is far greater than standard retail. Again, the proposed location has no parking, and The Cannabis Center will create an untenable situation for the neighborhood.

We currently have daily battles managing our parking lot. History has shown that the CUP for the restaurant should not have been approved assuming use of our parking lot. An additional pharmacy/medical business which requires ample and convenient parking should not be allowed to occupy 1440 University, as it will further exacerbate an existing parking shortage in the neighborhood.

Sincerely,
Berkeley Bazaar Partners


Joyce Yamaguchi

Floor Plan:
Current floor plan-



Greene, Elizabeth

From: Lee Nevo <leenevo@gmail.com>
Sent: Wednesday, December 02, 2015 11:44 PM
To: Greene, Elizabeth
Subject: Re: Objection to The Cannabis Center Medical Cannabis Dispensary Application

Dear Ms. Greene,

I have just a couple revisions to my previous email correspondence, both of which make the University Avenue location seem to be an even worse choice for the 4th cannabis dispensary.

I previously noted the Netivot Shalom is near the location. When including parking lots, it is actually within the 600 foot buffer, and not only houses a preschool, but also holds classes for kids in the K-12 range (though not a full-time school).

Secondly, the Shu Ren International School (about 600 feet away, though possibly just outside the official buffer) is not only a preschool but also a kindergarten.

In summary, these are the schools closest to the proposed location for The Cannabis Center:

-Woolly Mammoth Preschool (within just 200 feet) -Little Beans Preschool (within 600 feet) -Shu Ren International School (preschool and kindergarten, about 600 feet away) -Netivot Shalom (preschool as well as classes for kids in the K-12 range, within 600 feet) -Berkeley School (preK-8th grade, within 800 feet)

Some of these proximities, as well as other previously mentioned inaccuracies, make statements in The Cannabis Center's application false, and may also violate the Berkeley ordinance.

I hope this information helps you make the best possible decision for our city.

Thank you for your attention and consideration, Lee Nevo

On Sat, Nov 14, 2015 at 3:21 PM, Lee Nevo <leenevo@gmail.com> wrote:

> Ms. Greene,
>
> Thank you for your prompt response, and for including my prior email
> in your committee's packet. I appreciate the hard work that you all
> are putting into planning our city's future.
>
> As for your comment about the 600-foot buffer rule applying only to
> K-12 schools, I am aware that the presence of a preschool within 200
> feet (and another within 600 feet, as well as the elementary/middle
> school within 800 feet), do not violate this law. However, the
> application misrepresents the facts, as it clearly states that there
> is no "preschool" within 600 ft, which is false. I just wanted to make
> sure that you have the correct information when making your decisions.
>

> Thanks again,

> Lee

>

>

>

> On Thu, Nov 12, 2015 at 12:04 PM, Greene, Elizabeth

> <EGreene@ci.berkeley.ca.us> wrote:

>> Hello Lee -

>> I will include your e-mail in the correspondence received regarding

>> the dispensaries. This information will be included in the Medical

>> Cannabis Commission and City Council packets when they consider the six dispensaries.

>> If you wish to have addition information included in the packet,

>> please send it to me. These will be public meetings, so you may make

>> comments at the meetings as well. I will include your e-mail address

>> in the noticing list for these meetings.

>>

>> Just so you know, the City's regulations regarding location (which

>> match the State's), only require a 600-foot buffer from schools which

>> include students between kindergarten through 12th grade. There are

>> no regulations for distances between parks, churches or pre-schools.

>>

>> Sincerely,

>>

>> Elizabeth Ruess Greene, AICP

>> Secretary, Medical Cannabis Commission Senior Planner City of

>> Berkeley Planning and Development Department

>> Phone: 510-981-7484

>> Fax: 510-981-7420

>>

>> The City offices will be closed on the following days:

>> Wednesday, November 11th (Veteran's Day) Friday, November 13th

>> (Cost-savings measure) Thursday, November 26th (Thanksgiving Day)

>> Friday, November 27th (Day after Thanksgiving)

>>

>> I will be out of the office on the following day:

>> Wednesday, November 25th

>>

>>

>>

>> -----Original Message-----

>> From: Lee Nevo [mailto:leenevo@gmail.com]

>> Sent: Thursday, November 12, 2015 10:39 AM

>> To: Greene, Elizabeth <EGreene@ci.berkeley.ca.us>

>> Subject: Objection to The Cannabis Center Medical Cannabis Dispensary

>> Application

>>

>> Dear Ms. Greene,

>>

>> I would like to reach out to you in regards to them medical cannabis
>> dispensary application submitted for The Cannabis Center at 1436
>> University Avenue.
>>
>> Though I have no issues with medical cannabis in Berkeley, and do in
>> fact support the legal and safe sale of cannabis to those who rely on
>> it to relieve pain, nausea and other forms of suffering, the
>> application for The Cannabis Center should be denied.
>>
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>> statements. Their neighborhood compatibly plan states:
>>
>> "The use shall not be located within a six hundred (600) foot radius
>> of a church, temple, or other places used primarily for religious
>> worship, or a playground, park, library, licensed child day care
>> facility, nursery school or school that is located within or outside
>> the city. For the purposes of this requirement, "school" shall mean
>> any property containing a structure, which is used for education or
>> instruction, whether public, or private, at grade levels preschool and kindergarten through 12."
>>
>> This claim on their application is false. There is a large preschool
>> less than 200 feet away (about half a block) from the proposed
>> location, that serves 30-40 children. Woolly Mammoth Childcare and
>> Preschool is located at
>> 1484 University Avenue, several storefronts away from 1436 University
>> Avenue, on the same block and the same side of the street. These
>> students would be severely negatively impacted by the presence of a
>> cannabis dispensary at this location.
>>
>> Little Beans Preschool and the Berkeley Chinese Community Church are
>> also within the 600 foot radius circle.
>>
>> In addition, Congregation Netivot Shalom, the Berkeley Chinese
>> Baptist Church, and the Shu Ren International School Early Childhood
>> Center are all within 700 feet, and the Berkeley School (preK-8th
>> grade) is within 800 feet.
>>
>> Opening a dispensary at this location would effect this community
>> severely, and would not be a welcome addition to the neighborhood. I
>> would like the city to consider rejecting The Cannabis Center's
>> application on the grounds that it contains false and misleading
>> information and would be a detriment to the neighborhood, dense with schools.
>>
>> Do you know who I should contact to appeal or object to The Cannabis
>> Center's medical cannabis dispensary application? I'd very much
>> appreciate any information you have about this process. You can
>> contact me at LeeNevo@gmail.com.
>>

>> Thank you for your time.

>>

>> Sincerely,

>>

>> Lee Nevo

>> Berkeley Resident

>>

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>> LeeNevo@gmail.com

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> LeeNevo@gmail.com

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> LeeNevo@gmail.com

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LeeNevo@gmail.com

December 8, 2015

Ms. Elizabeth Greene
Secretary
Berkeley Cannabis Commission
2120 Milvia Street
Berkeley, CA 94704

**RE: The Cannabis Center Dispensary Application
1440 University Ave, Berkeley**

Dear Ms. Greene:

I am a property owner in the area that was noticed about the application to open a Medical Cannabis Dispensary at 1440 University Avenue. I have reviewed the application and other applications that are posted on the Berkeley Cannabis Commission web site. I am opposed to the dispensary locating at 1440 University for a number of reasons. I have experienced the activities of a dispensary first hand when my office in Oakland was located across the street from one on 17th Street. The primary reason I am opposed to the location is that it has no rights to off street parking. The parking referenced in the application does not belong to the landlord of the location. The applicant erroneously references a grocery store where parking is available which they have no rights to. In fact, the grocery store is gone and now a Savers thrift store is located in the building. A restaurant is located at the corner of the retail location already attracts many patrons that use the scarce street parking. Reading one of the alternative applications, it states after the first twelve months of operation an average of 176 patient visits per day, and after 5 years, 478 patient visits per day. Given the high daily visits the location can potentially attract, I do not believe the area can handle all the automobile traffic and combining it with the restaurant traffic, will make it even worse. My experience at the previous location is patrons double parking on a busy street and running into make their purchase. It caused havoc, lots of horn honking and many near auto accidents.

On page 40 of the application (PDF) it states the center will offer eight (8) additional services, mental health counseling, Chiropractic services, and Acupuncture to name three. These services will additionally impact the area stressing the limited street parking. When you and I spoke, you stated the location is a "retail use". Would the additional services not lean towards "medical uses", which I believe require off street parking?

As a final point to bring to your attention, the Berkeley School, referenced as being the closest school near the center may in fact not be the closest. I believe the Netivot Shalom located at 1316 University offers pre-school education and religious studies. The location should be confirmed that it is not within the 600 foot radius that would legally exclude the application.

Thank the Commission for considering the above issues when debating issuing the operating permit to the applicant.

Sincerely,



Greg Chovanes

Greene, Elizabeth

From: Katharine Bierce <kbierce@gmail.com>
Sent: Friday, October 23, 2015 10:49 AM
To: Greene, Elizabeth
Subject: Dispensary location question
Attachments: Nov7meeting.pdf

Hi there,

I live in South Berkeley and I don't think I want a pot dispensary next door to where I live. Can you please share how this location was selected? Are there already 3 dispensaries in N/W/E Berkeley?

Thanks,

Katharine

--

Katharine Bierce
kbierce@gmail.com
914-262-0314 cell
[About me](#)
Twitter: [@kbierce](#)

Greene, Elizabeth

From: Dave Cherry <dcherry@yumingschool.org>
Sent: Tuesday, October 27, 2015 11:27 AM
To: Greene, Elizabeth
Subject: Proposed Cannabis Dispensary at 3243 Sacramento St

Dear Elizabeth Greene (project planner),

I am writing to you because of our concern related to a proposed Cannabis Dispensary (iCANN) at 3243 Sacramento St, Berkeley.

The application for the Dispensary lists Malcolm X Elementary as the closest public school to the proposed Dispensary location. However, Yu Ming Charter School, located at 1086 Alcatraz Ave, Oakland 94608 is actually significantly closer – only 1584 feet away. While this is above the 1000 feet parameter set by the state, it is only 3 short blocks from the school to the proposed Dispensary location.

We have concerns about a Dispensary located so close to our elementary school and would like to urge the Medical Cannabis Commission to take this information into account when they make their final determination about which application to approve.

Thank you,
Dave Cherry

 Dave Cherry
Chair, Enrollment Committee
Yu Ming Charter School

Greene, Elizabeth

From: frances taylor <francesue@hotmail.com>
Sent: Friday, October 30, 2015 5:53 AM
To: Greene, Elizabeth
Subject: Fwd: Proposed cannabis dispensary at Sac/Alcatraz

Did you receive this email I sent you from Ms Pelegrino? For some reason I received a notification it was delayed. See below.

Be Well, Sue

Begin forwarded message:

From: frances taylor <francesue@hotmail.com>
Date: October 29, 2015 at 12:36:03 PM PDT
To: caryn pelegrino <caryn.pelegrino@gmail.com>, Darryl Moore <dmoore@ci.berkeley.ca.us>, "egreene@cityofberkeley.org" <egreene@cityofberkeley.org>
Cc: "alliphant@gmail.com" <alliphant@gmail.com>, "patrickdgoggin@gmail.com" <patrickdgoggin@gmail.com>, "kikisf@live.com" <kikisf@live.com>, "jamaaltaylor@hotmail.com" <jamaaltaylor@hotmail.com>, "kris@4front-advisors.com" <kris@4front-advisors.com>
Subject: RE: Proposed cannabis dispensary at Sac/Alcatraz

Hello Ms. Pelegrino, Thank you for your concerns, interest, and questions about our medical cannabis dispensary application in our Berkeley community. Our, iCANN/Craft's, proposal is for a cannabis dispensary that caters to seniors and will be a "one of a kind" dispensary. Our community meeting on November 7 will address all of your concerns. Security and parking are at the top of the meeting's agenda. The security plan was removed for safety reasons, however, our security team will be present to discuss the plan and answer questions. I'll check with Elizabeth Green regarding why our consolidated organizational chart with Craft that was submitted in August wasn't available for viewing. I sincerely hope you will be able to attend the November 7 meeting when your questions and many others will be addressed. If you are unable to attend, please let me know so we can try to arrange another time to meet with you. Thank you Ms. Pelegrino for reaching out to me about your concerns.

Sue Taylor, Commission on Aging 510 508-0269

Date: Tue, 27 Oct 2015 10:07:33 -0700
Subject: Proposed cannabis dispensary at Sac/Alcatraz
From: caryn.pelegrino@gmail.com
To: francesue@hotmail.com; DMoore@ci.berkeley.ca.us; egreene@cityofberkeley.org

Hello Ms Taylor,

Thanks for letting me know about your plans and the upcoming meeting.

You seem very sincere in your belief in the importance of what you are undertaking.

I am a property owner in the neighborhood and lived there for many years.
I have reviewed your proposal and have a few questions:

*The security plan was removed from the application available to the public. Would you please share the security plan?

*You plan to be open 7 days a week from 9am-9pm.

You anticipate 478 patients per day.

I see no mention of the impact on neighborhood parking and traffic congestion, especially given the long hours of operation 7 days a week.

How do you plan to study and anticipate the impact of hundreds of people in need of parking in a largely residential area?

*It seems iCann has merged with CRAFT, but I see no indication in the application I read that explains how that will look. I saw two separate applications: 1 for iCann and 1 for CRAFT with two sets of organizational charts, business plans, etc.

How will these two organizations combine their efforts?

*You stated that Malcolm X is the closest school to the proposed location. The closest school is in fact Yu Ming School at 1086 Alcatraz, .3 miles from the site.

*There is also a licensed day care center on the 1500 block of Alcatraz.

I look forward to hearing from on you on these matters.

Many thanks for your time.

Best regards,

Caryn Pelegrino

Greene, Elizabeth

From: Paul McElwee <paulmcelwee18@yahoo.com>
Sent: Wednesday, November 04, 2015 1:12 PM
To: Greene, Elizabeth; Councilmember Darryl Moore; Lau, Ryan
Subject: Fw: Fwd: Nov 7 - community meeting for proposed dispensary in south berkeley
Attachments: Nov7meeting.pdf

Hello Elizabeth,

I am unable to attend the meeting this coming Saturday, Nov 7, but I would like this email included as part of the discussion, and read aloud at the meeting during public comment time if possible.

Thanks,

Paul

I am a resident living at 1329 Alcatraz with two school age children at BUSD.

I'm in favor of access to medicine for those who need it, but I have a list of concerns I would like to see addressed:

- I would like to hear from the BPD (officers on the beats?) regarding the resources needed to effectively police dispensaries, and the changes in crime that have been observed where other dispensaries are now operating. Will resources be diverted with police spending more time near the dispensary?
- The scoring for the award of the fourth dispensary includes a public benefit requirement. I cannot see any tangible public benefit listed in the proposal from iCANN (although, I admit, I did not read all 650+ pages). Perhaps they could clarify this further at the meeting. Examples: Provide emergency supplies available to neighbors, enhanced streetscape improvements, etc.
- Parking is not clearly addressed - imagine there will be a lot of quick through traffic. How will this be managed?
- Security is "redacted" on the business plan. The neighborhood needs a guarantee that there will be security staff at or near the door at all times during operation. Will this individual be able to survey the street? Eyes on the street are critical for security. Dispensaries are windowless, however, so a guard constantly posted with a view of the surroundings is critical.
- Is the location suitable, given that there is a transition age youth housing community across the street?
- With the other three dispensaries south of university, does it make sense to add the fourth dispensary also in the southern half of Berkeley? This does not seem like an equitable distribution.
- The proposed remodel of the existing building is garish and uninspired. While it would be a benefit to have the vacant building remodeled, design review should be required.
- The low density of the existing one-story structure contributes poorly to the scale of the surrounding urban fabric. Consider partnership with a housing developer (non-profit affordable housing would provide additional public benefit) to add housing units to the "air rights" stories above the existing building. Housing units would also address the "eyes on the street" concern.
- Streetscape improvements and enhanced lighting, along with bicycle parking, should be required.

Dispensary operators make extremely large profits, and can afford to provide additional public benefit for the betterment of the community.

Paul McElwee

.....
Paul McElwee
1329 Alcatraz Avenue
Berkeley, CA 94702
650.201.6101

Greene, Elizabeth

From: robin wright <redrobinw@yahoo.com>
Sent: Tuesday, November 10, 2015 11:59 AM
To: Greene, Elizabeth
Subject: ICann dispensary app-Graffiti site

Hello Ms Greene,

I see that ICann has applied for a medical dispensary license at 3243 Sacramento Street. That property, the former One Stop Liquors is a mess of graffiti covering the Sacramento Street side. This indicates they have little concern for a public nuisance and little concern for neighbors or blight. ICann should have reported it to the owner who would be required to clean it up within 5 days notice from the city according to Municipal code. The last thing we need is more blight and crime or public nuisance in South Berkeley.

Robin Wright
3043 Ellis Street
Berkeley CA 94703
510-649-9909

Greene, Elizabeth

From: Nina Taylor <ninascene@gmail.com>
Sent: Tuesday, January 26, 2016 3:22 PM
To: Greene, Elizabeth
Subject: Re: Special Medical Cannabis Meetings, January 28 and February 4

Hello Miss Greene, I am out of town until Friday otherwise I would certainly attend Thursday's meeting. I am very concerned because apparently there have been some false letters of sabotage sent to you and the Cannabis Commission. If they are sent by other applicants, they should be studied carefully and those applicants should be disqualified. Amoeba has been a boon to the community and is the only truly local applicant whose funding comes from no one but themselves. If candidates are being backed by outside investors or already are part of a 'chain' of other dispensaries, then they are not actually 'local'. I would expect that you and the other members of the commission have the wisdom to see through the charade of false letters.....and to take a thorough look at who is backing all the applicants. As a life-long local, (born in Berkeley, 1950).....I have sadly witnessed unfavorable changes to this once lovely area. In the last 3 years another Walgreen's has replaced the well loved Elephant Pharmacy.....we deserve better.....in my first letter I sent you, I cited many other changes that I have witnessed over the years here. A well-run dispensary on the block of Telegraph between Haste and Dwight would revitalize that area.....the City and the University would benefit.....Please consider this carefully.....we have already lost too many book stores.....Amoeba is an important part of our local history.....please consider this.....thank you.....sincerely, Nina Taylor.....510-918-9548. ninascene@gmail.com

Sent from my iPad

On Jan 15, 2016, at 4:14 PM, Greene, Elizabeth <EGreene@ci.berkeley.ca.us> wrote:

Good afternoon!

You are receiving this notice because you have expressed an interest in medical cannabis issues in the City of Berkeley and/or have an interest in the medical cannabis dispensary selection process.

The Medical Cannabis Commission (MCC) will hold two meetings to consider the six applicants for the fourth and final dispensary in Berkeley. The MCC is a recommending body to the City Council. The meetings will be held at the following times and locations, with the following purposes:

- Thursday, January 28, 2016 (Special Meeting)
6:00 PM
North Berkeley Senior Center (1901 Hearst Avenue, corner of Hearst and MLK Jr. Way)
Applicant Presentations and Public Comment
- Thursday, February 4, 2016 (Regular Meeting)
2:00 PM
City Hall, 6th Floor (2180 Milvia Street)

Public Comment and MCC Discussion/Recommendation

Attached is the notice for these meetings. The agenda packet for the meetings will be posted on-line no later than 7 days prior to the meetings on the MCC's webpage: <http://www.ci.berkeley.ca.us/medicalcannabis/>.

Redacted versions of the six applications are available for viewing on-line at: http://www.cityofberkeley.info/Planning_and_Development/Commissions/Commission_for_Medical_Cannabis/Dispensary_Applications.aspx

Sincerely,

Elizabeth Ruess Greene, AICP
Secretary, Medical Cannabis Commission
Senior Planner
City of Berkeley Planning and Development Department
Phone: 510-981-7484
Fax: 510-981-7420

The City offices will be closed on the following days:
Friday, January 8th (Cost-savings measure)
Monday, January 18th (Martin Luther King Jr's Birthday)

<1-11-16_PHN POSTCARD MCC selection hearing.pdf>

LAW OFFICES OF
HALLINAN & HALLINAN

345 FRANKLIN STREET
SAN FRANCISCO, CA 94102
TEL (415) 863-1520 FAX (415) 863-1519



CEASE AND DESIST

MEDICAL CANNABIS COMMISSION
Elizabeth Greene, Secretary
2120 Milvia Street
Berkeley, CA 94704
EGreene@CityofBerkeley.info

cc:
Office of the City Attorney, Berkeley
attorney@cityofberkeley.info

Re: Irregularities in Dispensary Scoring, Amoeba Music

Ms. Greene:

This letter is being sent to you in your capacity as Secretary of the Berkeley Medicinal Cannabis Commission on behalf of our client, the Berkeley Compassionate Care Center. Please forward this letter to any concerned stakeholders not listed above.

Our office represents Amoeba Music, and the recently released "Special Meeting Agenda" for the January 28th meeting of the Berkeley Medical Cannabis Commission contains numerous false and libelous statements from blatantly fraudulent email accounts - from "concerned citizens" such as "Fifi Poop," "Ms, Safari Print," [sic], "Airy Filter," "Juty Blue," and "Coco Kind."

Needless to say, not one of these purported individuals shows up on any Google search, despite the proliferation of individual search sights such as Intellius and readily accessible social media outlets such as Facebook, Twitter, and LinkedIn. Although a Google search for Jakie Pansi turns up a couple online comments (one of which concerns this very application process), there does not appear to be a single individual named "Pansi" residing in the State of California.¹ Like the aforementioned *faux* individuals "Poop," "Print," "Filter," "Blue," and "Kind," a Google search for the alleged Ms. "Pansi" does not reveal any type of realistic internet footprint. Although Pansi is an Italian name, she claims to be from an Indian family, or, based on the salutation in her second email, Hispanic. Ms. "Filter" claims in her two emails to be, alternately, from Berkeley, or San Francisco.

These identities are clearly fraudulent, and for another applicant to try to undermine a long-time and well-respected member of the Berkeley business community such as Amoeba Records

¹ <http://www.ancestry.com/name-origin?surname=pansi>

through such libelous, easily refutable and tortious conduct bespeaks a level of moral turpitude completely inappropriate for an operator of a medicinal cannabis dispensary. Such clearly outrageous, libelous and fraudulent emails should never have been republished by the Commission. The emails in question have been attached as Exhibit A, and, based on common grammatical mistakes, repetitive themes, and consistent stylings, such as an obsessive use of “allcaps,” have all been clearly written by the same person.

I am writing this letter with a view towards addressing, and hopefully correcting, this disturbing pattern of behavior that is almost certainly the handiwork of a competitor, and which threatens to invalidate the entire process of selecting a dispensary operator for the City of Berkeley. Our office will not hesitate to pursue all remedies available at law and equity.

The emails in dispute violate California Business and Professions Code §§ 17200, et seq., as well as the common law torts of slander, libel, tortious interference with business relations, and diminution of trade name, among others. In this particular matter, the injuries to Amoeba’s trade name, trademarks, business goodwill, and reputation are clear, ongoing, potentially long-term, and substantial. The emails in question falsely allege that Amoeba has been a detriment to its neighbors in the Haight - even attempting to connect it, outrageously, to murder and unlawful pornography. Your republication of these clearly fraudulent, “astroturf” emails only compounds the damages suffered by our client.

The public comments regarding the Berkeley Compassionate Care Center application for the sole available dispensary permit consist of pages thirty-one through one hundred and thirteen (31-113) of the published Agenda, or sixty-four (64) separate pieces of correspondence.² Of these, fifty-three (53) are overwhelmingly positive, and are from respected members of the Telegraph community, such as owners and employees of Moe’s Books, or the Executive Director of the Telegraph Business Improvement District, Stuart Baker. The eleven (11) negative responses are all from Ms. Poop, Ms. Print, Ms. Filter (2), Ms. Kind (2), Ms. Pansi (2) and Ms. Blue, and are nearly identical, both stylistically and in content. The first four (4) of the lot were all sent on October 8th, 2015, within one hour of each other, between 2:04 pm and 2:53 pm. One of Ms. Filter’s comments is almost a cut-and-paste copy of an online comment by the alleged Ms. Pansi, Exhibit B (highlighted in both.)

Only one other candidate, the Cannabis Center, received a single supportive email, along with six (6) comments in opposition. The Apothecarium received one (1) comment in opposition, Berkeley Innovative Health received two comments in opposition (as well as a petition in opposition with forty-nine [49] signatories), and iCANN Health received three (3) comments in opposition and two (2) that were ambiguous. That was it for public comment – fifty-three to one (53 to 1) in favor of the Amoeba location.

In light of the fact that of all the potential locations only Amoeba received overwhelming community support (as demonstrated by the fifty-three (53) comments in support, compared to one (1) for the entire rest of the field), and the experience of the proposed dispensary management, it is shocking that the Berkeley Compassionate Care Center has been ranked only

² Some of the emails consist of threads, which have been treated herein as singular pieces of correspondence.

fourth by your staff. The existence and republication of these blatantly defamatory emails calls into serious question the transparency of this entire bidding process.

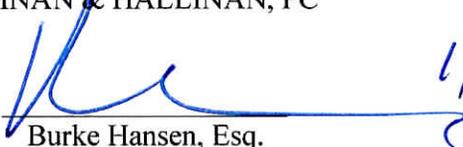
Spreading false, destructive, and defamatory rumors about a respected local business, Amoeba, in such a manner violates California law, and subjects the sender of the emails and those who republish them to compensatory and punitive damages. Furthermore, continued publication of the emails in question compounds the libel on a daily basis, constitutes tortious interference with economic advantage and violates California's unfair competition statute. Your Commission's continuing, and apparently willful and reckless, intentional tortious conduct in this matter constitutes legal grounds for both temporary and permanent injunctions against under California Business and Professions Code § 17203. The California Supreme Court has held that false or misleading commercial speech is not entitled to First Amendment protection and may be prohibited entirely. *Kasky v. Nike*, (2002) 27 Cal. 4th 939. The United States Supreme Court agrees. *Virginia State Board of Pharmacy, et al., v. Virginia Citizens Consumer Council, Inc., et al.*, (1976) 425 U.S. 748.

Some basic, common sense due diligence in evaluating the emails would have prevented this opaque travesty of justice from occurring by eliminating the taint of these clearly fraudulent comments from the evaluation process.

On behalf of our client, we demand that you immediately **cease and desist** your unlawful republication of these tortious emails, and provide our client with written assurance by **January 28th, 2016** that you will cease and desist from further such unlawful conduct. In the event you fail to meet this demand, please be advised that we will pursue all available legal remedies, including compensatory damages, punitive damages, injunctive relief, and an order that the Commission pay court costs and attorney's fees.

Please give this offer your prompt attention and contact me as soon as possible regarding settlement. I sincerely hope that we can resolve this case without further expenditure of time, effort, and money by either side.

Very truly yours,
HALLINAN & HALLINAN, PC

By: 
Burke Hansen, Esq.

1/27/2016

EXHIBIT A

Greene, Elizabeth

From: juty blue <jutyblue@yahoo.com>

Sent: Thursday, October 08, 2015 2:21 PM

To: Greene, Elizabeth

Subject: Cannibas dispensary next to Amoeba music Please do not vote to allow a Cannibas dispensary next to Amoeba music on Telegraph.

Doing Business in this area is already very challenging; we do not need more social problems to make things more difficult.

I sympathize with Amoeba's plight, times are hard in record and CD sales, but this is just not the place to open a Cannibas dispensary.

There are many social problems and dangerous activity which I feel, will only become worse. I can barely walk home from work, after a long day in this area and am hassled constantly for spare change, weed, etc.

They will only ask this more frequently if this horrible idea - location is approved.

Thanks for passing on my vote on NO for Amoeba in the pot business,

Sincerely,

Juty Blue

(Page 31 of 139)

Greene, Elizabeth

From: airy filter <filterairy@gmail.com>

Sent: Thursday, October 08, 2015 2:04 PM

To: Greene, Elizabeth

Subject: Amoeba pot dispensary

Please do not allow Amoeba to have a medical cannabis dispensary on Telegraph Ave.

Telegraph already has so many social problems, adding a pot shop would only make things worse and would accelerate the downward spiral.

Also, places like Shakesphare Books have left, due to the thug quality on telegraph.

We simply do not need more social problems on Telegraph Avenue!

Please relay this NO ON AMOBEA FOR POT SALES or the next door to the record store, to the authorities at the city of Berkeley.

Many people are against this, and for good reasons.

Neighbors in the area do not need more muggings at night while walking home, it will draw a bad element to the area.

Thank You,

Airy

Berkeley, Ca

(Page 32 of 139)

Greene, Elizabeth

From: coco kind <kind.coco@yahoo.com>

Sent: Thursday, October 08, 2015 2:26 PM

To: Greene, Elizabeth

Subject: Medical pot on Telegraph

Hello,

I just saw an article about this in high times.

although I am a medical patient, I would NOT want to come to and from Telegraph, especially in the area near Amoeba music to purchase my medicine.

I believe people who are frail, like myself, or vulnerable disabled will be mugged or hurt after leaving the dispensary.

I am afraid for my life on telegraph every time I go to buy a new item, and so another location would be preferred for people who are the patients.

Thanks for considering the safety element regarding location on this important issue.

have a great day!

Coco Kind

(Page 33 of 139)

Greene, Elizabeth

From: safariprint@juno.com

Sent: Thursday, October 08, 2015 2:53 PM

To: Greene, Elizabeth

Subject: Pot Dispensaries

Dear city of Berkeley Officials:

As a home and business owner in the area, for many decades, I do not want a pot shop nearby on Telegraph.

As, also, a Medical pot patient, I would not feel safe taking product from the location back home. The area is rife with muggings, danger, and thug element already; the last thing I or my family or employees need is yet another Social problem to contend with.

Please look at other location options other than the stated Amoeba Telegraph location for the medical pot dispensary.

That simply is the worst location for this sort of thing.

Thanks for your consideration of my plea,

Ms, Safari Print

Berkeley, Ca

(Page 34 of 139)

Greene, Elizabeth

From: fifi poop <fifipoop@yahoo.com>

Sent: Monday, October 12, 2015 6:04 PM

To: Greene, Elizabeth

Subject: Pot at Amoeba

Please, please do not allow this to happen!

As it is my Teen age children have to wade through the filth of Telegraph to and from school, and we have to do the same to get back and forth from work daily.

Outings on weekends are only worse.

Telegraph simply has way too many negative social issues to add a pot club to the mix.

Find another vendor, please.

Amoeba is not the place!

Thanks much,

A local family
(Page 36 of 139)

Greene, Elizabeth

From: pansijakie <pansijakie@yahoo.com>

Sent: Tuesday, October 13, 2015 1:14 PM

To: Greene, Elizabeth

Subject: Medical Marijuana for sale on Telegraph/Amoeba music

Dear Board and who this concerns:

This would be a disaster! Amoeba has financial problems, but don't make it OUR problem, the people living nearby and the many children in the area.

Not to mention the poor patients who will likely be mugged or robbed, if the local street urchins took clothing out of the free box at P.Park to sell, they will surely be taking weed off of frail and unsuspecting medical patients once they are out the door of the dispensary.

We, as a family who lives locally, are very concerned about this.

Have the pot club anywhere else, but NOT on Telegraph. There is a pot dispensary above the Haight Street Amoeba which causes only trouble in the neighborhood with street people and underground pot dealing stemming exactly from this dispensary.

I know because I commute daily to work nearby and witness the pot sales near GG park, and in the area. they do it right out in the open.

If you want to see underground pot dealing, possible murders and drugged up street urchins (even more than there are already lurking around daily) go ahead and let Amoeba have their silly idea.

If you want safety for all, including the many children who live in the area, please dismiss Amoeba's request for a pot sales club attached to their store.

It is not the neighbors fault their business is failing, Rasputin's up the street is always packed and thriving so I don't know what the problem is, however I will say the people running the Amoeba store often reek of pot as do their employees.

Thank you for passing my letter on to the appropriate party, board working on this project,

Sincerely,

Jakie Pansi (and family of 5)

An Indian family living off of Telegraph for many years

Berkeley, Ca

94704

(Page 37 of 139)

Greene, Elizabeth

From: airy filter <filterairy@gmail.com>

Sent: Friday, October 16, 2015 3:00 PM

To: Greene, Elizabeth

Subject: Re: Amoeba Pot club application

PS - I forgot one very important issue your Board should strongly consider:

There is a ton of underground pot and other drug(s) dealing in the area of both stores. The Haight Pot club above Amoeba brought in a ton of street Thug types who followed people buying their medicine, with muggings occurring to obtain the pot to re - sell.

There is also likely underground pot deals going down on Telegraph, too, so that could pose a safety problem for customers coming and going and heavy street traffic (Not of the good kind). It can only bring more problems to your area. The Haight has only gotten worse, and I am sure you heard of the GG park murder a few weeks ago, of the young Canadian woman right near the area of the pot club.

Thanks again for any confidentiality, these guys are scary!

On Fri, Oct 16, 2015 at 2:55 PM, airy filter <filterairy@gmail.com> wrote:

To whom it may concern:

I am writing to let you know many people oppose Amoeba having the Pot club dispensary on Telegraph, due to these reasons:

- Bad Business people - the reason the stores have been run into the ground is they are bad at business.

- Stoned often in the back rooms, likely this idea is to supply them with Cash as money is the main reason they are doing this, and pot to endlessly smoke.

- Terrible treatment of Amoeba employees - No health insurance for years on end, Sexist attitudes toward women, possible Porn side business (not sure on this one)?

- Bad business practices such as re - wrapping old and used CD's they re - buy at a very low price, and after they are re - wrapped the sometimes scratched up CD's are sold at a much higher price. I can only imagine how they will handle medical pot, with keeping the best grades for themselves and selling low grade at a high price to potential buyers.

- They live in lofty, expensive areas while the employees can barely keep a roof over their heads. They are often sexist in regards to female employees, lewd and make disgusting remarks.

Call me a dis-gruntled ex - employee, but as a young woman just trying to get by in the world I have never been treated worse.

Due to the sensitivity of this letter, please keep it as private and on the down - low as you can. They may be able to guess it is me as I complained a lot to them about their shady business practices, etc, and I want no troubles from these unethical, sleazy characters who own the Business.

Thanks,
Ms. Filter
SF, Ca
(Pages 39-40 of 139)

Greene, Elizabeth

From: pansijakie <pansijakie@yahoo.com>

Sent: Friday, October 16, 2015 3:29 PM

To: Greene, Elizabeth

Subject: wrote you last week

I am the family woman near the Telegraph.

I know I wrote you last week, but wanted to tell you that today, when I was walking to BART a street guy offered to sell me pot. this was early in the morning. so if they are doing this, won't it be a frequent occurrence if there is a medical marijuana dispensary right up the street?

My kids get offered pot too, when walking back home from the library or school. I really hope Berkeley will not allow this. I am worried about my teen age son becoming involved with drugs as both my husband and I must work long hours to pay the housing cost. it is already too sketchy in the Telegraph area.

Gracias,
Jakie Pansi
(Page 41 of 139)

Greene, Elizabeth

From: coco kind <kind.coco@yahoo.com>
Sent: Sunday, October 18, 2015 2:14 PM
To: Greene, Elizabeth
Subject: Please read the Yelp reviews on the Haight St Amoeba Pot club

Dear Board:

Please read the yelp reviews before you make your very important decision re: Amoeba and pot sales on Telegraph people love the place in the Haight because ANYONE can get a card no matter what! So this is just a way around the recreational use versus for Medical Necessity. As a true Medical card holder I find this very offensive and unfair.

The owners of Amoeba are struggling, and know Pot is a big money maker. So they are trying to go that route in Berkeley, as they have in SF on Haight Street.

The big issue I hope you will look at, is that it is ALL recreational under the guise of Medical use so that Amoeba can make big bucks.

As a medical patient, who truly suffers from multiple health issues, I don't feel this is fair. Plus as someone who is around both areas due to work and school, there is so much underground pot sales going on it's ridiculous.

We are approached daily to buy weed on the street, due to the Haight Amoeba pot club as anyone who has the cash up - front can simply join, buy, and easily re - sell on the streets.

Is this what you really want in an area already full of crime and drug trafficking?

Remember, this is coming from a Medical cannabis user who feels this is unfair and unjust.

Amoeba is just trying to find a way to make money, as money is the bottom line for them.

Thanks again,

Coco Kind

Berkeley resident for 20 years in the Telegraph area

(Page 42 of 139)

Greene, Elizabeth

From: juty blue <jutyblue@yahoo.com>
Sent: Wednesday, October 28, 2015 1:37 PM
To: Greene, Elizabeth

Subject: Please put me on your email mailing list for Medical MJ comission

I was wondering what date the vote is for the Medical MJ vote?

Could you let me know? and / or put me on the email mailing list for your future votes, information of the commission.

I wrote to you previously in strong opposition to the Amoeba pot club being approved due to the social problems already happening on Telegraph, and lack of safety, plus the multiple new

problems having a medical pot club would bring to the area in terms of street thugs, possible muggings of clients after they leave the club.

Thanks for letting me know the date of the club vote with the city, and putting me on the email info list.

Sincerely~

Juty Blue

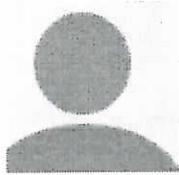
Berkeley resident

(Page 66 of 139)

EXHIBIT B

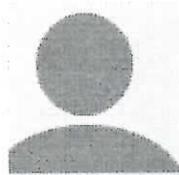
<https://edit.billboard.com/articles/business/6730143/amoeba-records-pot-dispensary-marc-weinstein> (Accessed January 27, 2016)

https://disqus.com/home/discussion/billboardcom/amoeba_records_co_founder_marc_weinstein_on_getting_into_the_pot_dispensary_business/#comment-2311199200 (Accessed January 27, 2016)



Join the discussion...

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Jakie Pansi - 3 months ago

this is a VERY bad idea due to underground drug dealing in the Haight and Telegraph. Of course this contributes to it and the numerous Social problems in both areas.

They are bad business people and it will only get much worse.

I hope the city of Berkeley sees the social problems it will bring to the Avenue, which is already riddled with tons of problems. my vote is NO and I am certain the city of Berkeley will also refuse them!

They treat their employees badly, with no health ins. for years, under pay them, and are known to re-wrap old and damaged CD's they buy at a very low cost, and over charge for the scratched up items they sell at a much higher profit.

Bad business practices and being stoned and out of it is why they have failed and the Haight and Telegraph should not bear the brunt of their inadequacies.

Lastly, they are sexist toward females, may be dealing with Porn on the side on some level (not sure?) will likely smoke up most of the product, and sell low grade to the customers. They are stoned all day long in the back room(s).

They also have expensive digs in very lofty areas while their employees can barely pay the rent, and

they never take the time to consider this fact. NO to Amoeba on all accounts. Terrible people. Money is all that matters to these leeches. Call me a dis-gruntled ex - employee, but I have seen and heard a lot, and it's 99.9% Negative!

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Mary Jane Patton Jakie Pansi · 3 months ago

^^Sounds like a personal issue to me. I too am a former employee of Amoeba and the owners of Amoeba were some of the greatest people I have ever known. They were exceptional bosses who treated their employees with tremendous kindness, paid their employees higher than the average retail job, offered many benefits (including insurance), supported diversity, empowered women & minorities, and worked tirelessly to curate a musical selection and retail experience that could not be matched. Obviously, you are bitter about something, but it's extremely rare for me to hear anyone utter a bad word about these people. In fact, I'm still friends with countless Amoeba staffers, both current and former, who remain die-hard Amoeba loyalists, like myself. These bizarre accusations of dealing with porn and suggesting they're just "stoned out of their mind" is pretty outrageous and just makes you sound like a judgmental, negative loon. Based on that, I guess I can see why you might not have fit in with their culture.

In any case, your assertion that putting a legal, regulated cannabis dispensary on Telegraph will increase crime is completely without merit - in fact, statistics clearly show that crime goes down in areas that allow dispensaries. The only time I've seen evidence of an increase in crime was when Los Angeles closed a few hundred cannabis dispensaries and crime did in fact rise by 40% as a result of their CLOSURES. Regulated dispensaries allow cannabis consumers to safely purchase quality medicine in a secure environment, putting the criminal element of unregulated street peddling out to pasture. Struggling cities and blighted neighborhoods have benefitted greatly from the many social services that dispensaries have contributed to their communities. One only has to look to neighboring Oakland to see how the tax revenues from cannabis have helped to transform the city in many positive ways over the years. So, I'm sorry but your predictions that the

neighborhood will suffer or that these future dispensary directors will just "be stoned all day" or carry inferior medicine is simply not based in fact or truth.

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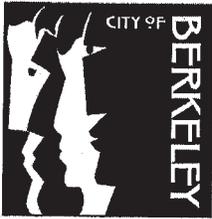
Jackie Pansi [Mary Jane Patton](#) · [3 months ago](#)

wrong on all.

glad it worked out for you though!

This was in LA and SF and with various female employees in both locations, not only one person or one place.

you must have been doing something right to be on their good side?!!



Office of the City Attorney

January 28, 2016

Burke Hansen
Hallinan & Hallinan
345 Franklin Street,
San Francisco, CA 94102

Re: City of Berkeley Medical Cannabis Dispensary Selection Process

Mr. Hansen:

I received your "Cease and Desist" letter at 5:13 p.m. yesterday.

The emphatic assertions in your letter are without merit. The City of Berkeley and its Medical Cannabis Commission decline your request to censor the public record on behalf of your client, and reject your demand that they cease and desist from continuing with the public proceedings in this matter.

It appears that your motivating concern is the integrity and fairness of the City's process for selecting a fourth medical cannabis dispensary. You are concerned about some comments submitted to the Commission, which you state are "easily refutable" and come from "clearly fraudulent" identities created by "another applicant". It is not uncommon for participants in public processes to make negative statements about other participants, and for the subjects of those statements not to like what their opponents say about them. In this country, the remedy for such speech is more speech, not government censorship. This is especially the case in the context of public hearings before governmental bodies, which implicate the right to petition.¹

It may be that your request that the government censor public testimony arises from a misunderstanding of the process in which your client is participating, so I will attempt to clear up a few issues.

¹ For instance: "The right of the people to inform their representatives in government of their desires with respect to the passage or enforcement of laws cannot properly be made to depend upon their intent in doing so. It is neither unusual nor illegal for people to seek action on laws in the hope that they may bring about an advantage to themselves and a disadvantage to their competitors." (*E. R. R. Presidents Conference v. Noerr Motor Freight, Inc.*, 365 U.S. 127, 139 (1961).)

Burke Hansen
January 28, 2016
Page 2

First, your client is not involved in a “bidding” process, as you state. Rather, it is participating in a public competition among six applicants for a single dispensary slot. After ranking by City staff as provided in Resolution No. 66,711-N.S., the applications will be considered at public hearings before both the Medical Cannabis Commission and the City Council.

Second, staff's ranking did not include consideration of the e-mails about which you complain, because the staff members who did the ranking – based on the criteria in Resolution No. 66,711 – were unaware of them. Thus your assumption that the e-mails had an effect on staff's ranking is incorrect. Your client's ranking of fourth out of six was based on staff's evaluation of its application based on the criteria in the resolution, not public comments.

Third, as a public proceeding before legislative bodies in the State of California, the City's process, and particularly its handling of communications to its legislative bodies, is not only subject to the public's constitutional right to petition the government, but also by the Brown Act. (Gov. Code §§ 54950 *et seq.*). As you might imagine, the First Amendment prohibits government employees from censoring what communications their legislative bodies are allowed to see.² The Brown Act requires that communications sent to a legislative body be made available to the public. (Gov. Code §54957.5.) That is what has happened here: communications have been provided to the legislative body and the public.

Finally, I do not agree with your assumption that the e-mails are defamatory. For the most part they do not accuse your client of anything at all, except being situated on Telegraph Avenue. One e-mail, which you have provided in a very similar form as an online comment in Exhibit B to your letter, could be considered insulting. However it does not strike me as falling outside, or indeed, even close to, the bounds of vigorous public discourse that one often sees when people address their government. Regardless, such communications are privileged under Civil Code section 47.

Very truly yours,



Zach Cowan
City Attorney

cc: Beth Greene

² Even if it did, it is not the policy of Berkeley or any other city or governmental agency I am aware to authorize them to do so.)

To Elizabeth Green

From: Kathy Olival

Re: Medical Marijuana Permit

Dear Ms. Green and Council Members,



RECEIVED

JAN 28 2016

LAND USE PLANNING

My name is Kathy Olival and I am the General Manager of Amoeba Music in San Francisco. I would like to clear up a few misrepresentations and allegations directed at the Amoeba owners. I realize making the decision to grant one permit is a difficult one, so I would like to be sure you have the correct facts about the Amoeba Owners.

There is not and never has been a marijuana dispensary in the Haight Street location in San Francisco. There is a medical marijuana clinic, where people can meet with a Dr. and either qualify or not for a medical marijuana card.

As for the business acumen of the Amoeba owners I would say it is very good. When I moved to the Bay area in the late 80's, Telegraph Ave. had 7 different stores to purchase music. Today the street is down to 2 and one of them is Amoeba. With the changing landscape of how to buy music these days I would say the owners have done a very good job running the business and staying relevant.

It has also been mentioned that Amoeba does not offer Health insurance for their staff. Almost 50% of the staff has Blue Shield health insurance that is paid for almost entirely by Amoeba. Amoeba also offers health insurance to all employees per the Affordable Care act.

It has also been mentioned that the Amoeba owners are sexist toward women. All 3 Amoeba stores have a female General Manager.

I realize your decision is a difficult one and I appreciate the time and effort you are putting into making the best decision for the city of Berkeley. Thank you for reading this and I hope this helps to clear up any concerns regarding the owners of Amoeba Music.

iCANN Health Center Proposal

This letter is issued in opposition to the iCANN Health Center proposal for 3243 Sacramento St., Berkeley, CA 94702. The letter represents the views of the author and other residents of 1423 Alcatraz.

We attended the community meeting for the medical cannabis dispensary proposed by iCANN Health Center. The organization and people occur as very professional with the necessary professional consultants in tow. iCANN's CEO represented a heart felt intent to serve seniors. In that context, the location, directly across from a senior center, makes sense as iCANN also offers ancillary services that may be a support to seniors in the neighborhood. However, a number of issues were deliberately obscured and this causes us to seriously question intent and we stand in opposition to the proposal.

Scope of Operation

While the discussion was about edibles and the senior market, the presenters were careful to avoid any indication of exclusivity for market or product. Without exclusion by age and/or product, edibles versus smokables, it seems almost certain that iCANN intends to service the broad dispensary market. Broad market and product scope causes one to doubt whether the senior focus is little more than a marketing and branding scheme to win approval for this location. This concern is reinforced by the proposed operating hours of 9 AM to 9 PM 7-days a week which seems completely out of range for a senior clientele.

This facility might be different from other dispensaries in concept, but the failure of iCANN to make a strong case with market and product data cause valid concern that profit maximization with a broad segment and product inventory rather than senior market and product segmentation is the overriding agenda. I do not have market data at hand, however, I feel comfortable in positing that seniors do not make up a high percentage of the average dispensary client base. Thus, it's also easy to speculate that this facility will attract a similarly balanced demographic.

Impact on Neighborhood

This is not a walk up business that the neighborhood could economically support on its own. Whether exclusive to seniors or not, the facility would be a magnet facility drawing people in from across Berkeley and Oakland. That means cars and traffic.

If the clientele is predominately youthful, then the volume of people drawn to the facility may be greater than anticipated - youth travel, seniors far less so. A youthful clientele would most likely have greater impact on the neighborhood, opening to more problems than seniors.

The necessity for security is largely based in the nature of their clientele. Seniors are not a problem, younger people can be. Rather than making the neighborhood safer, the position taken by the security expert falls within the logic that "we are going to create a problem by drawing in people that does not now exist and trust us to take care of the problem". However professional they may be, and they seem very professional, the logic is difficult to support.

Parking

The foregoing issues feed into another dominant issue, parking. Senior parking can likely be handled with valet and a distant parking lot. However, with a more youthful clientele that changes dramatically. Having worked next to a dispensary in downtown Oakland I can attest that even with the extreme risk of parking tickets, during peak times the young clientele consumed every possible parking space on the block and for many blocks nearby, then doubled parked, sometimes two to three cars doubled parked in a row. The reason is that young people are more inclined to get in and get out fast, and less likely to want a parking valet to park and retrieve their car.

Let's do the numbers. I was advised that the facility expects 478 clients per day. Depending on the validity of market studies that could be a very conservative number. Nonetheless, based on 12 hours per day of operation with largely single occupant cars, we are talking about 39.83 cars per hour. Assume an average visit of 20 minutes and that is about 13.28 cars needing parking at any one time. But, this is on average. Peak times could result in 2 to 4 x's greater demand for parking spaces.

Due to the presence of a senior health center and clinic on this corner and limitations of their clientele for walking long distances, this Sacramento and Alcatraz intersection requires a certain amount of available parking for seniors during day time operating hours. There is only street parking and that is limited and already filled for at least 1 to 2 blocks in each direction most times Monday through Friday. The proposed facility would swamp the neighborhood pushing parking access out an addition 1 to 2 blocks or more. I have been a patient of this clinic and am well aware of the health of the clientele. It is often fragile. We can't expect these seniors to walk the additional blocks to reach the clinic.

After 4 PM the residents require parking for their vehicles. With an operating hours that run until 9 PM the facility is then in competition with the neighbors. Should this proposal be accepted, I can only imagine issues from the neighbors once the full impact on early evening residential parking in the neighborhood is fully realized.

The parking issue would be of less concern if the facility had an adequately sized parking lot. There is a large lot for sale/lease next door. For whatever reason, that does not seem to be a viable option for iCANN. From my experience working next to a dispensary valet parking is not a workable concept.

Bogus Argument

iCANN had a parking consultant on their community meeting panel. He had not yet run the necessary parking study and what he speculated on occurred as entirely bogus. The logic that he (and iCANN) appears to be standing on is that, if not them, the facility could be used in the future by another magnet commercial operation generating the same high volume parking concerns, therefore, the parking issue should be seen as neutral.

The parking issue is not neutral and the consultant's position is entirely bogus because as any real estate agent would quickly attest, the facility's total square footage, the very limited amount of foot traffic, and limited parking, taken together, severely limit commercial use.

The best use is probably a neighborhood directed business focused on local walk-up traffic. But, this is a poor neighborhood and the demographics do not favor a broad range of businesses. This is likely why the corner has been vacant for many years. The next best use is a low-volume high-margin magnet business. A high-volume magnet business, such as iCANN proposes, is viable only if it transfers the real estate's parking issue to the neighborhood and that proposition is entirely unacceptable.

Summary

Berkeley seems to be accepting of a dispensary in this general area. If iCANN leased or acquired the empty lot next door with what looks to be room for 20 parking spaces they could likely win us over regarding parking concerns. We could then go on to discuss the fundamental issues of the nature of a dispensary business and the impact of its clientele on the neighborhood. However, without a parking lot or another viable parking solution, iCANN has a very weak case for this proposal. We therefore stand in strong opposition and recommend that the proposal be rejected.

Ken Vanosky, Katherine Bierce, Jules Winters
1423 Alcatraz Ave.

Greene, Elizabeth

From: Caryn <caryn.pelegrino@gmail.com>
Sent: Wednesday, January 27, 2016 6:42 PM
To: Greene, Elizabeth
Subject: Fwd: Proposed iCann dispensary at Sacramento/Alcatraz

Hello,
This is my letter regarding the proposed dispensary. See below.
Please include it in your meeting packet.
Thank you,
Caryn Pelegrino

Sent from my iPhone

Begin forwarded message:

From: caryn pelegrino <caryn.pelegrino@gmail.com>
Date: November 10, 2015 at 12:56:56 PM PST
To: Darryl Moore <DMoore@ci.berkeley.ca.us>, Ryan Lau
<RLau@ci.berkeley.ca.us>
Subject: Proposed iCann dispensary at Sacramento/Alcatraz

Esteemed City Council of Berkeley,
I own property at 1421 Alcatraz and called that house a home for many years.

I am writing to you to express my opposition to the proposed Cannabis
Dispensary at Sacramento and Alcatraz (iCann/CRAFT.)

EQUITY:

I am not opposed to medical marijuana in principal, but oppose its placement in
this location.

If approved, this would be the 2nd dispensary in District 2.

It is not equitable to locate 2 out of 4 Berkeley dispensaries in the same district.
Why are there no dispensaries in North Berkeley?

PARKING:

This is a dense, residential area. We cannot accommodate the approximately 500
clients per day, over the course of a 12 hour day, 7 days a week (as is proposed in
the iCann application.)

The Center for Elder Independence is located across the street from the proposed
site and the neighborhood residents already struggle to park near their homes in
light of the number of staff and clients of CEI who park in the neighborhood.

SENIORS:

iCann is marketing itself as a dispensary "exclusively" for seniors, but they in fact do not plan to serve only seniors. Their message is misleading.
In addition, I see no letter of support from anyone at CEI within their application. They want to place themselves across the street from CEI and claim to want to serve the same population, but don't appear to have their support.
The seniors who use CEI will in fact be heavily impacted by the 500 clients who will be vying for parking in the same area, along with CEI staff.

COMMUNITY:

The fact that iCann misidentified the nearest school (it is Yu Ming, not Malcolm X) suggests to me that they do not know this neighborhood.

Yu Ming is very visible just a few blocks down Alcatraz.

Many of my neighbors within less than a block of the proposed dispensary received no notice of this proposal, yet would be heavily impacted if it is approved.

iCann did not adequately inform the community of these plans.

Again, if you plan to have 4 dispensaries in Berkeley, spread them out. Do not place 2 within the same district.

If you do so, it will appear that you prefer to place dispensaries in lower-income areas of town, as you did with liquor stores.

Would you want to live across the street from a dispensary, that will be open 7 days a week, 12 hours a day, (and add hundreds of cars to the already busy streets of Alcatraz and Sacramento?)

Is this the right kind of business for a neighborhood that has lots of liquor stores, but little fresh food? A neighborhood that already contends with heavy traffic and insufficient parking?

Please think it through carefully and think EQUITY.

Thanks for your time and consideration.

Caryn Pelegrino

1421 Alcatraz

Greene, Elizabeth

From: Lau, Ryan
Sent: Thursday, January 28, 2016 11:29 AM
To: 'Ray Pelegrino'; Moore, Darryl
Cc: Greene, Elizabeth
Subject: RE: Proposed iCann dispensary at Sacramento/Alcatraz

Hi Ray,

I think the most important part would be to get this to the commission, as they have a special meeting this evening to discuss the 4th dispensary, and another meeting on February 4th. Once the Medical Cannabis Commission makes their recommendations, then it will come to the City Council. I think distributing a letter to the Council right now would get buried and would also not get to the appropriate body that is currently considering the matter.

I've copied the secretary of the commission. I'm not sure what the requirements are for being able to present documents to the commission, but if it isn't included in the discussion today's meeting, maybe she can include it in the Feb 4th meeting's packet.

Sincerely,
Ryan Lau
Council Aide
Councilmember Darryl Moore, District 2
City of Berkeley
2180 Milvia Street, 5th Floor
Berkeley, CA 94704
(510) 981-7120 (Voice)
(510) 981-7122 (Fax)
rlau@cityofberkeley.info

-----Original Message-----

From: Ray Pelegrino [mailto:ray.pelegrino@gmail.com]
Sent: Thursday, January 28, 2016 11:21 AM
To: Moore, Darryl <DMoore@ci.berkeley.ca.us>; Lau, Ryan <RLau@ci.berkeley.ca.us>
Subject: Proposed iCann dispensary at Sacramento/Alcatraz

Hi Darryl, Ryan,

As a homeowner I oppose the proposed iCann dispensary.
I wanted to ask if this note can be sent to the entire council.
Please advise.
Thank you,
Rinaldo Pelegrino
1421 Alcatraz.

--

Esteemed City Council of Berkeley,
I own property at 1421 Alcatraz and called that house a home for many years.

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Please think it through carefully and think EQUITY.



Support Seniors' Access to Medical Cannabis in Northern California

180 Signatures Goal: 1,000

9 Shares



Sue Taylor (Berkeley)



180 Signatures

Goal: 1,000

SIGN PETITION



When I first received a call from my son, telling me that opening a medical cannabis dispensary might be the path to open the holistic health center for seniors that I dreamed of, I thought for sure that all my years of parenting had gone up in smoke and I was losing him to drugs! After much research, working with seniors and professionals in the medical cannabis industry my awareness changed.

After being a Catholic school principal, the same love and care that I had for children is now focused on improving the lives of others who desperately need our care - seniors.

iCann's dispensary model will be the first of its kind: A true health center focused on meeting the needs of our city's most vulnerable and in-need population, Seniors. Our focus will be that of healing, health, and a balanced lifestyle. Our competitors are proposing to bring dispensary models to Berkeley that are in line and in competition with those already available throughout the Bay Area, serving a similar demographic. iCann instead will focus on the most under-served populations: seniors and low-income patients.

SIGN PETITION

The chronic illness and health conditions specific to the aging population can be positively impacted the most by having access to high quality, sustainable medical cannabis. This natural alternative to pharmaceutical drugs offers seniors a holistic path to healing, providing them a quality of life not found in the pain management approach to medicine that is so common.

iCann is the only applicant with a truly diverse ownership and leadership. We are an African American family company comprised of professional women, seniors and Berkeley residents.

iCann has teamed up with CRAFT Industries in a consolidated effort to see this vision come to life. CRAFT has been a locally licensed collective for the last 4 years. They have exemplified the highest quality and safety standards while delivering their clean green certified, organic and award winning medicine to the patients of Berkeley and surrounding areas. We collectively bring decades of holistic health, business, education and medical cannabis experience to this project. Our team is the only consolidated team in this application process. Together our two teams have formed one A+ team who has deep local roots in the Berkeley community.

Our leadership team has extensive medical cannabis experience deep rooted in scientific research, education and activism. We are building upon our collective retail operating experience and have additionally contracted with 4Front Advisors, the nation's leading dispensary operations consulting firm. 4Front currently works with eighteen licensed dispensaries across the country. Their team includes the former executive director of SPARC in San Francisco, the former director of training for Hillstone Restaurant Group, and the designer of retail operating protocols for Einstein Brothers Bagels, Old Navy, and Panera Bread. Jamaal Taylor served as general manager for a medical cannabis dispensary in San Jose, owned and operated a successful luxury auto dealership, and currently owns and operates a tax franchise.

iCann will be the only facility in the Bay Area to offer California state certified educational courses specifically related to seniors and medical cannabis. Our executive director, Sue Taylor, is a nationally recognized expert on the issue of seniors and medical cannabis. She has been invited to address audiences of seniors all across the country on this topic. This is Ms. Taylor's opportunity to build a showcase for her nationally acclaimed program to educate and counsel seniors, right in her hometown.

SIGN PETITION

AARP statistics show that between 2011 and 2018 baby boomers will be turning 60 at a rate of 8,000 per day. In Berkeley, 59% of households have one or more persons over 60 in the home. With aging comes aging related illnesses and conditions. Medical cannabis is a viable natural alternative to the prescription pharmaceuticals that most seniors use on a regular basis. iCann is the only dispensary applicant in Berkeley proposing to focus on educating, counseling, and serving the population.

Berkeley is a small city with a big reputation and is known for its grassroots and progressive culture. iCann Health Center will further highlight that spirit.

Please show your support by signing our petition and sharing with others. We want to let the Berkeley City Council and the Berkeley Medical Cannabis Commission know that the community supports our vision.

Thank you,

Sue Simon Taylor and the whole CRAFT Industries / iCANN LLC team

1 HIGHLIGHT

December 30

We are now live!

62 COMMENTS

Filter ▶

Travis Porter United States, Oakland
Jan 28, 2016

← Jan 28, 2016
upvote reply show

Craft has the best, pure, organic medicine available! It would make sense for Berkeley to have them integrated in the new dispensary, especially given Berkeley's reputation as a hub for natural health and organic lifestyles.

SIGN PETITION



Claudia Mercado United States, Oakland
Jan 27, 2016

← Jan 27, 2016
upvote reply show

Glad to support an organization that has the elders in mind.



Ray United States, Oakland
Jan 27, 2016

← Jan 27, 2016
upvote reply show

Love you Sue



Sharmilla Patil MD Swaziland, Mbabane
Jan 26, 2016

← Jan 26, 2016
upvote reply show

I vote for Sue Taylor hands down and her project to support senior citizens. This will add such value to the community distinguishing the markets and also providing the much needed education for the senior generation. GIVE THE VOTE TO iCANN!



Didi Davis United States, San Rafael
Jan 26, 2016

← **SIGN PETITION**
upvote reply show



We absolutely need a dispensary for seniors in the Bay Area. Please vote yes for Sue Taylor's ICANN petition. It will set a standard to serve all patients better!



Brian Nash United States
Jan 25, 2016

← Jan 25, 2016
upvote reply show

This industry needs honest and compassionate people and that is exactly what the community will receive from Sue Taylor and the iCANN/Craft team.



Don Duncan United States, Van Nuys
Jan 25, 2016

← Jan 25, 2016
upvote reply show

Seniors need safe and legal access to medical cannabis, and we need community-based access models that provide for their needs.



Anna Grigorieva United States, Berkeley
Jan 24, 2016

← Jan 24, 2016
upvote reply show

CRAFT has to stay. Best club all around

Swami Prem Kavyo United States, West Linn
Jan 24, 2016

← **SIGN PETITION**
upvote reply show



Seniors need access to cannabis therapy and education to dispel 70 years of misinformation tied to the war on drugs.



Neki Edwards United States, Oakland
Jan 24, 2016

← Jan 24, 2016
upvote reply show

The best Service!



Victoria Tolbert United States, Antioch
Jan 24, 2016

← Jan 24, 2016
upvote reply show

My stepmother is 87 with late stage dementia. A single bite of an edible stops her sun downing for 24 hours....



Tyler Frick United States, Oakland
Jan 23, 2016

← Jan 23, 2016
upvote reply show

Thanks Craft
Look Forward to the brick and mortar!

Derrick Fennell United States, San Pablo
Jan 23, 2016

← **SIGN PETITION**
upvote reply show



Fantastic job Sue Keep up the ground breaking work.



Bradley Stewart United States, Nehalem
Jan 23, 2016

← Jan 23, 2016
upvote reply show

the time to stop this war on the people is now.



Barbara Rogers United States, Berkeley
Jan 23, 2016

← Jan 23, 2016
upvote reply show

CRAFT has provided incredible service and impeccable product to help alleviate suffering in our community.



Jane Fix

Jane Fix United States, Chandler
Jan 23, 2016

← Jan 23, 2016
upvote reply show

Seniors are a natural fit with Cannabis as medicine.

Khahlil Kirtman United States
Jan 23, 2016

← Jan 23, 2016
upvote reply show

Keep up the good work Jamaal

SIGN PETITION



Scott McKay United States, Kokomo
Jan 22, 2016

← Jan 22, 2016
upvote reply show

It's only fair! Everyone should have safe access to medicine. EVERYONE



Amanda Reiman

Amanda Reiman United States, Oakland
Jan 22, 2016

← Jan 22, 2016
upvote reply show

Go Sue! Berkeley really needs this!



Betty United States
Jan 22, 2016

← Jan 22, 2016
upvote reply show

Super for the seniors. I support these guys.

Christa Konopatzke United States, San Jose
Jan 22, 2016

← Jan 22, 2016
upvote reply show

This is such a beautiful dream and way of work! People deserve to medicate freely and safely in our free country! Keep up the good work CRAFT, medical

SIGN PETITION



Eddie Duckworth United States, San Francisco
Jan 21, 2016

← Jan 21, 2016
upvote reply show

Craft is a great provider of quality meds I would love to see get a store front!!!



David Johnson United States, Walnut Creek
Jan 21, 2016

← Jan 21, 2016
upvote reply show

I support C.R.A.F.T. and iCANN in their efforts to assist seniors and others to have access to medicinal cannabis.



Anonymous
Jan 21, 2016

← Jan 21, 2016
upvote reply show

I have been a medical patient for 9 years in both CO and CA and in my experience CRAFT has easily been the best and most professional service I have dealt with. Easily.



Anonymous
Jan 21, 2016

← **SIGN PETITION**
upvote reply show



Having medical marijuana available to my husband after his chemo treatments was THE answer for his being able to fall asleep without opiates, etc. 2-3 drops of a cannabis tincture, RX by his understanding physician, was all it took. (And I've found that it's THE help I need for when clutched by a migraine. No longer do I even use aspirin.) Because of my husband's age particularly (83 yrs old) I had to search for info online so I'd know nearly as much as employees as our local dispensary. Why? The "bud tenders" are all young with gaps in their understanding of how a senior's body works, what its needs are. Definitely we need a focus on the needs of seniors.



Cyrus Cross United States, Lafayette

Jan 21, 2016



Jan 21, 2016

upvote reply show

I support these guys



Clayton Lambert United States

Jan 21, 2016



Jan 21, 2016

upvote reply show

CRAFT is a wonderful dispensary! They really take the time and care with each individual patient so that they are getting the best treatment that they have to offer.



Frances Anderson United States, Richmond

Jan 21, 2016



Jan 21, 2016

upvote reply show

As a senior and sufferer of multiple sclerosis, cannabis has been my choice of relief for a good deal of my pain. I look forward to the opening of this dispensary in Berkeley.

Ben Waller United States, San Francisco

Jan 21, 2016

← SIGN PETITION

Jan 21, 2016

upvote reply show



Stop limiting access to this amazing medicine! CRAFT pointed me here, a collective with the highest quality products and a genuine passion for helping their patients.



Rob Juarez United States, San Francisco
Jan 21, 2016

← Jan 21, 2016
upvote reply show

Keep up the good work!



Nate Seider United States, Oakland
Jan 21, 2016

← Jan 21, 2016
upvote reply show

Love this collective and more than happy to support!



Anonymous
Jan 20, 2016

← Jan 20, 2016
upvote reply show

I am a medical cannabis patient and a Bay Area native who supports safe access points for our community. Please help our public safety and health with sound policy based on facts, not fear.

NKS United States
Jan 20, 2016

← **SIGN PETITION**
upvote reply show



ICANN and CRAFT are my two leading lights in medical cannabis advocacy. Reducing seniors' opiate dependence is an issue near and dear to my family. I fully support their efforts to improve the lives of our parents, elderly relatives, and senior citizens.



Annemarie Brown United States, Santa Rosa
Jan 20, 2016

← Jan 20, 2016
upvote reply show

Two great teams working to serve a very important audience who needs our help.



John Vallino United States, Manteca
Jan 20, 2016

← Jan 20, 2016
upvote reply show

Craft is just amazing , able to provide excellent service , and providing quality medicinal marijuana that no one can compare to , everything about this collective screams yes



dave brown United States, Hayward
Jan 20, 2016

← Jan 20, 2016
upvote reply show

I love CRAFT. They are very knowledgable, and provide clean, good medicine at a great price.

Kevin United States, Concord
Jan 20, 2016

← **SIGN PETITION**
upvote reply show



Great companies for a great cause! The future of the medical industry!



vakey rujevic United States, Oakland
Jan 20, 2016

← Jan 20, 2016
upvote reply show

CRAFT has the drive and team to provide clean and pure medical cannabis that is made with love, sweat, tears and laughs.



Kayleen Agostini United States, Oakland
Jan 20, 2016

← Jan 20, 2016
upvote reply show

CRAFT has the drive and team to provide clean and pure medical cannabis that is made with love, sweat, tears and laughs.



Trenton Potter United States, Tracy
Jan 20, 2016

← Jan 20, 2016
upvote reply show

The citizens research alliance is by far the best MEDICAL marijuana service arguably in Northern California as a whole. Their staff is GENUINELY COMMITTED to providing safe, high quality medicine to people who need it. They have the NICEST, MOST RESPECTFUL staff I have ever encountered at ANY delivery service or B&M dispensary in the east bay and I say this with ABSOLUTE conviction. CRAFT is the best.

Kenneth Michael Koehn United States, San Francisco
Jan 20, 2016

← SIGN PETITION
Jan 20, 2016
upvote reply show



I believe CRAFT has the integrity and experience to operate a well run dispensary. We know that they handle product of high quality.



Lance Schlawer United States, Berkeley
Jan 20, 2016

1  Jan 20, 2016
upvote reply show

Craft has provided high quality and Clean Green certified medicine for several years. I trust and believe in their dedication and highly recommend them to open a store front location in the city of Berkeley.



Darryl Towles United States, San Pablo
Jan 20, 2016

1  Jan 20, 2016
upvote reply show

C.R.A.F.T. has made such an enormous contribution to the Medical Cannabis Community and certainly to my life. There is a need for a retail location to bring services to seniors and the community as a whole. Opiates can and do kill. C.R.A.F.T. provides patients with the highest quality medicine alleviating physical and mental pain and eliminating the need for opiates. They offer an invaluable community service.



Carroll Niki Deerfield United States, Berkeley
Jan 20, 2016

1  Jan 20, 2016
upvote reply show

CRAFT has made a positive difference in my life. I no longer use opiates and believe other seniors would benefit from medical cannabis. There is a real need for education in a comfortable setting for seniors.

Anonymous

Jan 20, 2016

1  Jan 20, 2016
upvote reply show

SIGN PETITION



The best, operated correctly. Nothing shady, if there's only one this should be the place



Patrick Donohue United States, Berkeley
Jan 20, 2016

1  Jan 20, 2016
upvote reply show

I stand with CRAFT and am thankful for all the support and compassion they have shared with me and their other patients. :)



David Goldman United States, San Francisco
Jan 20, 2016

1  Jan 20, 2016
upvote reply show

As seniors, my husband and I are excited by the prospect of seeing a new dispensary in Berkeley with a focus on seniors.



Robert Owens United States, Los Angeles
Jan 19, 2016

1  Jan 19, 2016
upvote reply show

CRAFT is by far and away the most patient centered collective that I belong to. They work hard to supply patients with information and therapeutic MMJ>

Anonymous
Jan 19, 2016

1  **←SIGN PETITION**
upvote reply show



I've been working on a beginner's guide about medical marijuana for new patients who want to try using cannabis safely and responsibly as part of their healthcare. I support the idea that seniors gain access to cannabis as it can help them reduce their dependency on dangerous and expensive pharmaceuticals.



Uri Korn United States, Oakland
Jan 19, 2016

1  Jan 19, 2016
upvote reply show

Craft makes the Highest level of medicine available.



Anonymous
Jan 19, 2016

1  Jan 19, 2016
upvote reply show

Bay Area Craft!



Cole Woodman United States, Berkeley
Jan 19, 2016

1  Jan 19, 2016
upvote reply show

Keep craft alive! It's a must need!

Brian Fullerton United States, San Francisco
Jan 19, 2016

1  **SIGN PETITION**
upvote reply show



Cannabis saved my life. Without cannabis I would be taking dangerous medication. Medication which has been proven to cause mental illness and even death.



Rudy lozito United States, Berkeley
Jan 19, 2016

1 Jan 19, 2016
upvote reply show

Craft is by far the best, nicest most caring, considerate cannabis club they're is I don't think they could get any better, they really care about they're patients and aren't trying to sell weed to make money, & they would set the bar even higher if they were to open a dispensary, & it's certified organic it I don't think doesn't get much more Berkeley than that



luke villanueva United States, Novato
Jan 19, 2016

1 Jan 19, 2016
upvote reply show

i support this.



Zoe Schreiber United States, Oakland
Jan 19, 2016

1 Jan 19, 2016
upvote reply show

safe access is needed for seniors and a dispensary location that caters to the needs of seniors in education and products.

Ed Bentzen United States, San Francisco
Jan 19, 2016

1 **SIGN PETITION**
upvote reply show



CRAFT is an incredible collective. They provide clean and wonderful cannabis to the community.



David Huber United States, Owego
Jan 19, 2016

1  Jan 19, 2016
upvote reply show

I support CRAFT.



Sarah United States, Oakland
Jan 19, 2016

1  Jan 19, 2016
upvote reply show

My favorite place - tested, high quality, incredibly fast and friendly service. this is top notch and very deserving of a retail location to demonstrate how a dispensary should be.



Richie Curtis United States
Jan 19, 2016

1  Jan 19, 2016
upvote reply show

Please allow craft to continue to provide clean medicine in a safe environment, thank you, richie curtis.

Anonymous
Jan 19, 2016

1  **←SIGN PETITION**
upvote reply show



I love CRAFT!



Josef Wallach United States, Oakland
Jan 15, 2016

1  Jan 15, 2016
upvote reply show

We believe in cannabis, and you should too!

[Sign in to comment](#)

[Sign in to comment](#)

180 SIGNATURES



just now
Mitzi Enriquez United States
just now



just now
Eric Rheinheimer United States
just now

SIGN PETITION



21 hours ago
Travis Porter United States
21 hours ago



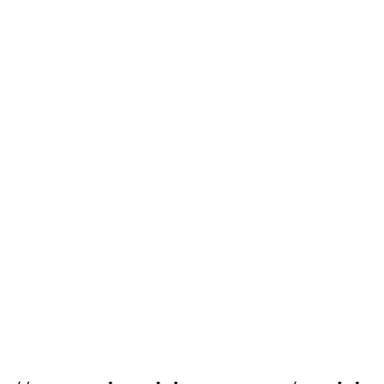
1 day ago
Claudia Mercado United States
1 day ago



2 days ago
Ray United States
2 days ago



2 days ago
Carina Law United States
2 days ago



2 days ago
Sharmilla Patil MD Swaziland
2 days ago

SIGN PETITION



2 days ago
Didi Davis United States
2 days ago



3 days ago
Brian Nash United States
3 days ago



3 days ago
Vanessa niles United States
3 days ago



4 days ago
Joseph hill United States
4 days ago

SIGN PETITION



4 days ago
Don Duncan United States
4 days ago

4 days ago
Pam Hill United States
4 days ago

4 days ago
Anna Grigorieva United States
4 days ago

4 days ago
Swami Prem Kavyo United States
4 days ago

SIGN PETITION



4 days ago
Joy Beckerman United States
4 days ago



5 days ago
Nneki Edwards United States
5 days ago



5 days ago
Victoria Tolbert United States
5 days ago



5 days ago
Tyler Frick United States
5 days ago

SIGN PETITION



5 days ago
Colleen Hooks United States
5 days ago

5 days ago
Tanya Dennis United States
5 days ago

5 days ago
Derrick Fennell United States
5 days ago

5 days ago
Bradley Stewart United States
5 days ago

SIGN PETITION



5 days ago
Barbara Rogers United States
5 days ago

5 days ago
Merrilee Morgan United States
5 days ago

6 days ago
Joyce Williams United States
6 days ago

6 days ago
Blake Rogers United States
6 days ago

SIGN PETITION



6 days ago
Kathy Inman United States
6 days ago



6 days ago
Ryan Miller United States
6 days ago



6 days ago
Valerie Harvey United States
6 days ago

6 days ago
Maxine Yelding Wilson United States
6 days ago

SIGN PETITION



6 days ago
Jane Fix United States
6 days ago

6 days ago
Khahlil Kirtman United States
6 days ago

6 days ago
Sean Baker United States
6 days ago

6 days ago
Ilana Bull United States
6 days ago

SIGN PETITION



6 days ago
Rebecca Coleman United States
6 days ago

6 days ago
Jacqueline Eubanks United States
6 days ago

6 days ago
Raea United States
6 days ago

6 days ago
Teal Tolbert United States
6 days ago

SIGN PETITION



6 days ago
Lisa Bartlett United States
6 days ago

6 days ago
Michele United States
6 days ago

6 days ago
marla miller United States
6 days ago

6 days ago
Candace Wiggins United States
6 days ago

SIGN PETITION



6 days ago
Scott McKay United States
6 days ago

6 days ago
Aundre Speciale United States
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6 days ago
Amanda Reiman United States
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6 days ago
Betty United States
6 days ago

SIGN PETITION



6 days ago
Kinchasa United States
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Khalid United States
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greg United States
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6 days ago
Nicholas Morrow United States
6 days ago

SIGN PETITION



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LB United States
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6 days ago
Christa Konopatzke United States
6 days ago



6 days ago
Catherine Maclay United States
6 days ago



7 days ago
Jacob Sindel United States
7 days ago

SIGN PETITION



7 days ago
Robert Weinstein United States
7 days ago



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James Kriedt United States
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7 days ago
Jonah Schwartz United States
7 days ago



7 days ago
Kelsey Davis United States
7 days ago

SIGN PETITION



7 days ago
Jonathan United States
7 days ago



7 days ago
Earl McGhee United States
7 days ago



7 days ago
Eddie Duckworth United States
7 days ago



7 days ago
Jon Long United States
7 days ago

SIGN PETITION



1 week ago
David Johnson United States
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1 week ago
Lauren Sinton United States
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Jonathan Long United States
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Nichole United States
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SIGN PETITION



1 week ago
Anela Hobbs United States
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Cyrus Cross United States
1 week ago

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Clayton Lambert United States
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Monica Hopkins United States
1 week ago

SIGN PETITION



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J Martin United States
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star wolde United States
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1 week ago
Frances Anderson United States
1 week ago



1 week ago
Ben Waller United States
1 week ago

SIGN PETITION



1 week ago
Rob Juarez United States
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DeidreDolce United States
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Kevai Floyd United States
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Nate Seider United States
1 week ago

SIGN PETITION



1 week ago
owen shibata United States
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1 week ago
john harvey United States
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Ellen Holland United States
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NKS United States
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SIGN PETITION



1 week ago
Colin Douglass United States
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John Cookenboo United States
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Annemarie Brown United States
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John Vallino United States
1 week ago

SIGN PETITION



1 week ago
LiaMari Cox United States
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1 week ago
dave brown United States
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1 week ago
Kevin United States
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1 week ago
kristina coleman United States
1 week ago

SIGN PETITION



1 week ago
lisa agostini United States
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vakey rujevic United States
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Kayleen Agostini United States
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Jonathan Stafford United States
1 week ago

SIGN PETITION



1 week ago
Mario United States
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Melodye Montgomery United States
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Erika Parker United States
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Trenton Potter United States
1 week ago

SIGN PETITION



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Kenneth Michael Koehn United States
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Adrienne pavloff United States
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Devin Shealy United States
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Lance Schlaffer United States
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SIGN PETITION



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Darryl Towles United States
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Amber Christiansen United States
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Christina Gin Law United States
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martin tapia United States
1 week ago

SIGN PETITION



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Carroll Niki Deerfield United States
1 week ago



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Galen Beck United States
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Andrew Yee United States
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daniel leyva United States
1 week ago

SIGN PETITION



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Patrick Donohue United States
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David Goldman United States
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Dasan Smith United States
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Robert Owens United States
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SIGN PETITION



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Brad mears United States
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Blaise Juan United States
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Uri Korn United States
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Michael LaCroix United States
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SIGN PETITION



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Cole Woodman United States
1 week ago



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Brian Fullerton United States
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Gracie United States
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Julie Cline United States
1 week ago

SIGN PETITION



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Mallory United States
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Amber Ulve United States
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Rudy lozito United States
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1 week ago
luke villanueva United States
1 week ago

SIGN PETITION



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Ryan Rodriguez United States
1 week ago

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Jack Dillon United States
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Zoe Schreiber United States
1 week ago

1 week ago
Ed Bentzen United States
1 week ago

SIGN PETITION



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Allie United States
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Brandon clark United States
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David Huber United States
1 week ago



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Peter SArn saelee United States
1 week ago

SIGN PETITION



1 week ago
Sarah United States
1 week ago



1 week ago
Richie Curtis United States
1 week ago



1 week ago
Rachel Smith United States
1 week ago



2 weeks ago
Josef Wallach United States
2 weeks ago

SIGN PETITION



3 weeks ago
Jamaal United States
3 weeks ago

SIGN PETITION

Petition Opposing Cannabis Dispensary at 1229 San Pablo

We, the undersigned Berkeley residents, oppose a cannabis dispensary being located at 1229 San Pablo Avenue. We feel that the cash based nature of a cannabis dispensary business poses safety and security concerns that make it incompatible with the residential character of the adjacent neighborhood. We also have concerns about lack of parking at the proposed site and on San Pablo in front of 1229. Parking on the residential streets next to San Pablo Avenue has already become difficult and this would only compound the problem.

First and Last Name	Address	Comments
Chandini Stanley	1230 Kains Ave., Berkeley, CA	
Gabe Winer	1112 Harrison St	
Terri Fashing	1112 Harrison St, Berkeley, CA	
Margaret Pritt	1231 Kains Avenue	Another critical concern is the number of children (especially those under the age of 5) that live on the block directly behind the proposed dispensary site.
Brett D'Ambrosio	1121 Gilman Street	
Erica Maier D'Ambrosio	1121 Gilman Street Berkeley, CA 94706	
Karen Gosling	1228 Kains Ave, Berkeley	I am concerned about the congestion in our area already with all the new businesses that have gone up in the last couple of years. Gilman is extremely crowded now. Having the dispensary so close to Gilman would really compound the parking problem.
Dan Corvello	1222 Kains Ave.	While I do not oppose cannabis dispensary's in principle, I just don't feel this is an appropriate location for such a business. We have great concerns for the safety of the children; and the parking situation is already a mess with all the recently opened business's on Gilman St.
Michael Ketema	1204 Kains Ave. Berkeley ,CA 94706	
Semainesh Debrezion	1204 Kains Ave. Berkeley , CA 94706	
Amy Kirtland	1229 Kains Ave	I am in support of this petition and as a single mother of two young children I am expressing my deep concern for the issues presented above along with general safety concerns, and the change to the neighborhood dynamics. Amy Kirtland
Paul Mansdorf	1236 Kains	
Daniel Aronen	1214 Kains Ave	
Kazumi Taniguchi	1214 Kains Ave.	
Jennifer Lovvorn	1208 Kains Ave	The City should decouple the selection of the dispensary operator from the selection of the site to allow for a more thorough and thoughtful process to determine the location of the 4th dispensary.
Enrico Medina	1210 Kains ave., Berkeley, CA 94706	Increased traffic affecting access to our homes and possible criminal activity impact.
Libby Black	1208 Kains Ave	
Tania Macdonald	1226 Kains Ave.	I am strongly opposed to a cannabis dispensary at 1229 San Pablo
Hillary Curtis	1231 Stannage Ave	As a parent of young children, I am very concerned about the safety concerns associated with this proposed business.
Susie Altman	1209 Kains ave Berkeley, CA	Although we are not opposed to a medical marijuana dispensary, I believe the proposed location 1229 San Pablo is inappropriate. It will impact parking and more importantly, this location backs up to a residential neighborhood that has lots of children. It is also in close proximity to a preschool and to studio grow. Just a couple of blocks a way is a light industrial zone which would seem to be a more fitting location for an all cash business such as a dispensary.
Raquel Pacheco	1037 Kains Ave	I am an Albany resident.

Petition Opposing Cannabis Dispensary at 1229 San Pablo

JAN 28 2016

LAND USE PLANNING

We, the undersigned Berkeley residents, oppose a cannabis dispensary being located at 1229 San Pablo Avenue. We feel that the cash based nature of a cannabis dispensary business poses safety and security concerns that make it incompatible with the residential character of the adjacent neighborhood. We also have concerns about lack of parking at the proposed site and on San Pablo in front of 1229. Parking on the residential streets next to San Pablo Avenue has already become difficult and this would only compound the problem.

First and Last Name	Address	Comments
Atsumi Sueishi	1246 Kains Ave Berkeley CA 94706	I am opposed anywhere near our street. I am very concerned about safety for the children on our street including my two children.
Carmen Figueras	1237 Kains Ave , Berkeley	In my opinion a cannabis dispensary at that location is not compatible with the residential character of the neighborhood that abuts the commercial corridor. I live on Kains Avenue . My block of Kains Avenue is home to many young families and there are about 20 children. I strongly believe that such a business does not belong so closed to a residential area , not even one block away in this situation . This type of business belongs more in a industrial area , like in our instance closer to the freeway . I think that parking would be a problem , crime might become a problem , the potential for more homeless to settle near by . Because we don't have permit parking on our street, it is already used by employees of the businesses on San Pablo and Whole Food and other businesses customers . We heard at the public hearing that 100+ customers a day were expected . Will they sample the product on site , outside on the sidewalk ? Will we see side sales outside of dispensary .? Legal or not , it is a mind altering drug . Will buyers / users drive off after sampling or smoking ? Based on the experience of some of our neighbors with a dispensary in their past neighborhood it does not look like we want this type of activities going on here. I am opposed to a dispensary being on San Pablo.
Tara Madsen-Steigmeyer	1235 Kains Ave, Berkeley	
Zak Steigmeyer	1235 Kains Ave, Berkeley	
Elise obolensky	1116 Harrison street	
Dan Hayes	1116 Harrison St	It was clear from the community meeting that the proposed owners don't have a true picture of the neighborhood and what the impact of the dispensary will be.
John Allen	1229 Stannage Avenue	
Rachel Kimball	1229 Stannage Avenue	
Steven Kosach	1209 Kains Ave	I don't feel that the proposed cannabis dispensary belongs in a residential neighborhood. It would be far safer, and more appropriate to have it only a couple of blocks away in the commercial/industrial area just west of San Pablo Avenue. If the proposed dispensary is approved, I will do everything in my power to fight it as well as donate my money and time to the campaigns of those people who are running against any Berkeley City Council member who approves of this location.

This event is dedicated to the memory of Rosebud Denovo, killed August 25, 1992.
She was the founder of the Berkeley Green Panthers.

LATE ITEMS
MGC Special Meeting
01-28-2016
Page 83 of 133

People's Park

Saturday, August 24, 1996

11:30am to 5pm

Dan McMullan presents

A Berkeley Green Panthers Cannabis Action Network Event

Featuring Music By
Larry Hunt and the Blue Flame
Technical Difficulties
Fah Q
Annulus
Stamina
The Infamous Bones
Fetish
San Francisco Legacy
Carol Denney
Country Joe McDonald

*Special Guest Appearances by
Speakers for the
Cannabis Buyers Club*
Dennis Peron
Brownie Mary
plus NORML's Dale Gieringer
and Jim Henry
of the Green Panther Task Force

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JAN 28 2016

LAND USE PLANNING

Poetry By
Julia Vinograd

The video *People's Park Then and Now* produced by ART & EDUCATION MEDIA will be available.
People's Park events are filmed by Claire Burch, author of *Homeless in the Nineties*,
available from Regent Press, Oakland, (510) 547-7602.



IN SUPPORT OF
THE COMPASSIONATE USE INITIATIVE OF 1996
**FOR MEDICAL USE
OF MARIJUANA**
**VOTE YES ON
PROPOSITION 215**

Special Thanks to:

Spud Brothers (1734 San Pablo Avenue);
Amoeba Music (2455 Telegraph Avenue);
Regent Press (547-7602)



THE
APOTHECARIUM
BERKELEY

LAND USE PLANNING

The Apothecarium Berkeley will be unlike any medical cannabis dispensary in the East Bay area. The founders are invested in creating an aesthetically pleasing, upscale environment that will reflect the spirit of the neighborhood. The interior will include patient waiting areas and an elegantly designed pharmacy counter where medication will be dispensed. The exterior of the building will resemble a retail boutique with discreet signage that will not advertize medical cannabis services.



Upgraded facade at our Shattuck Ave. location



Unites States Congresswomen Dina Titus tours the Apothecarium

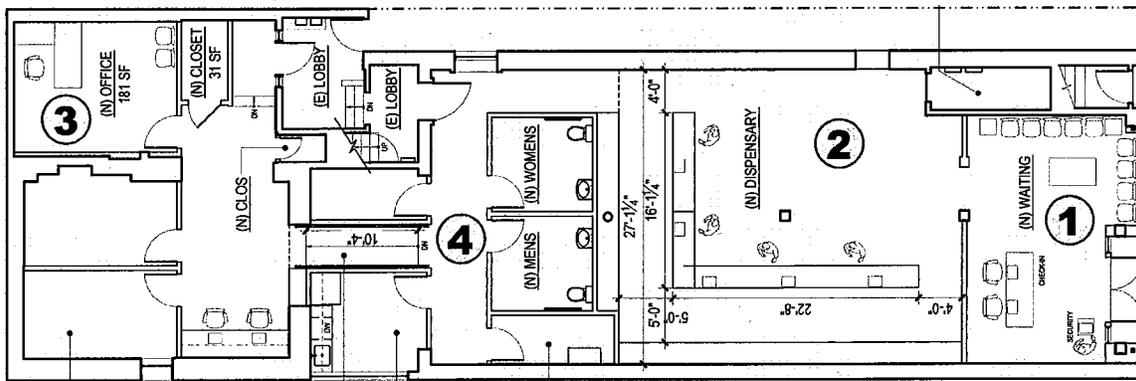
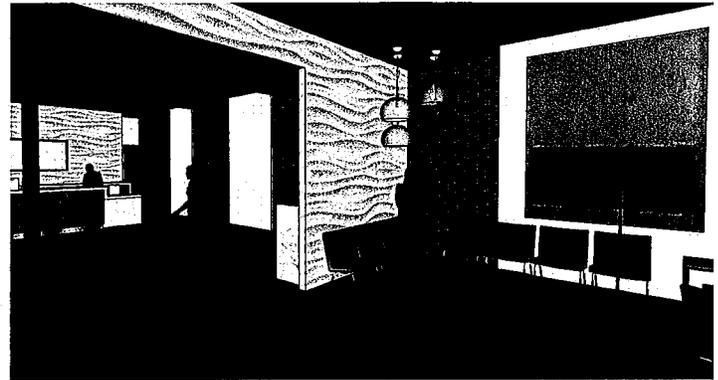
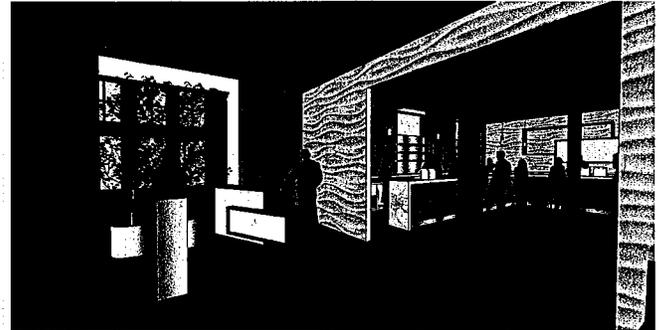


Our dispensary on Market Street

LEARN MORE ABOUT APOTHECARIUM @ WWW.APOTHECARIUMSF.COM

THE APOTHECARIUM BERKELEY

The Apothecarium Berkeley, at 2578 Shattuck Ave. will serve the East Bay patient community by providing a patient-focused dispensary that operates in an identical manner to The Apothecarium Castro. The organization will offer medical cannabis products produced by our collective, as well as medicine obtained from other patients with legal cultivation rights in the state of California. The dispensary will be staffed with educated professionals that provide in-depth consultations and product information to patients.



1) Waiting area and lobby. Adorned with local art and comfortable seating.

2) Consultation bar and dispensary area. Wheelchair accessible space included.

3) Office space for management use, product processing and staff breaks.

4) Mens and Womens restrooms, storage space for products and staff belongings.

Support For The Apothecarium



"...the elegantly appointed Apothecarium is the opposite of the image so often associated with such places. Spotlessly clean and with a friendly security team at the front door, the club's interior features artwork and crystal chandeliers. A knowledgeable staff works behind the counter to answer clients' questions."

— *The Bay Area Reporter*

"The Castro store feels like the lobby of a small hotel — retro flocked wallpaper, marble countertops, rotating art exhibit...."

— *The San Francisco Chronicle*

"This December I came to your dispensary after my husband was, again, hospitalized. He is battling cancer and has great difficulty swallowing and is suffering with nausea and pain. The ER doctor recommended medical marijuana. I came to your dispensary totally ignorant of what product would best serve my husband. Your staff has been absolutely wonderful advising me what might be best suited for him. After he took one medicated blueberry he felt great. I want to thank your caring staff and I am grateful for the services you provide."

— **Member of The Apothecarium**

"...in the case of The Apothecarium, everything they promised to do for the neighborhood actually came to pass. Ryan Hudson, Michael Thomsen and their management team are very ethical people, and they live up to the commitments they make. They told us how their business would operate; how they would benefit our neighborhood and then they made it all happen. They operate a clean, quiet, honest business that has improved the neighborhood significantly. If that weren't enough, they have also donated \$300,000 -- and counting -- to community nonprofit groups."

— **David Troup, President, Duboce Triangle Neighborhood Association**

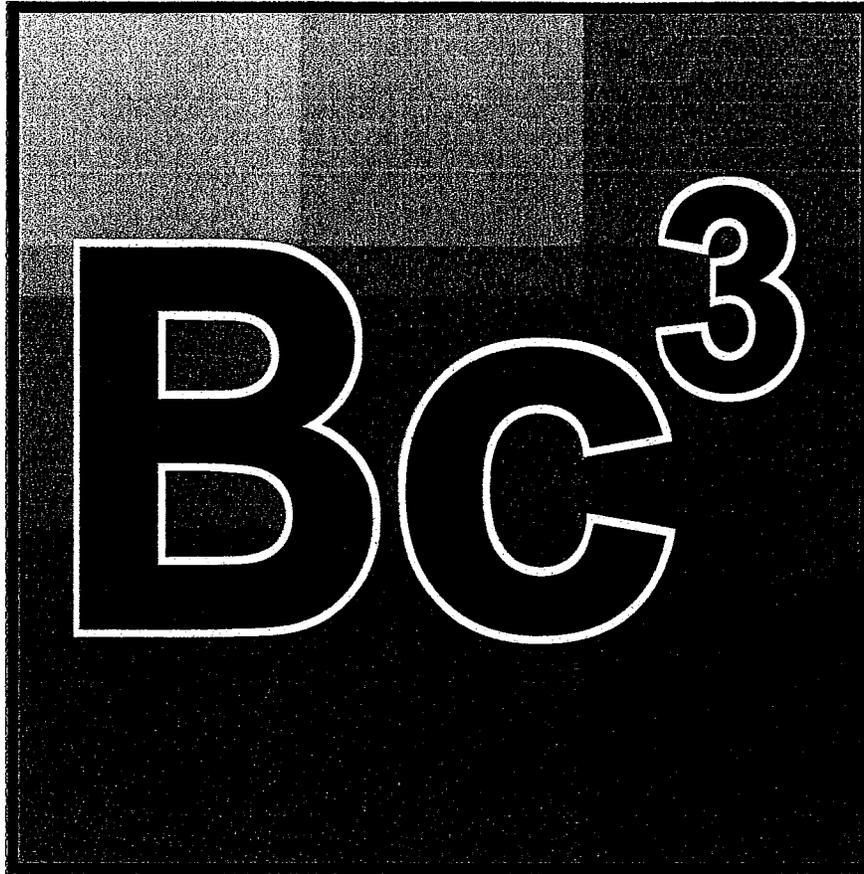
"I served in The United States Navy and The United States Army and am an Operation Iraqi Freedom and Operation Enduring Freedom veteran....Knowing about The Apothecarium's commitment to community engagement...I suggested they start a veterans group. They liked the idea immediately and were quick to offer their support. I think their willingness to respond to a community member's idea for public service speaks highly of them."

— **Chris Kempton, Facilitator, The Apothecarium's Veterans Support Group**

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JAN 28 2016

LAND USE PLANNING



Berkeley Compassionate Care Center

2465 Telegraph Avenue

Berkeley, CA 94704

Intro/Principals

Amoeba Music recently celebrated its 25th year anniversary on Telegraph Avenue. When we first opened, our corner was a disaster zone. A blighted, abandoned storefront that had major issues.

We came in and helped revitalize the street while making it cleaner, safer, and economically stronger for the past 25 years.

We opened a world class record store that has brought joy to thousands of Berkeley music fans. We've employed 100's of people and have paid over \$40 million in payroll over the years and over \$5 million in health benefits over the same amount of time. We understand the intricacies, issues, and difficulties of running a successful business in Berkeley.

This, then, is our proposal for a medical cannabis dispensary. We will use the space that is our jazz room now and consolidate the record store into the corner building.

The principal players are as follows: me – Dave Prinz. I have over 30 years' experience in retail. I founded the Bay Area's first video store, Captain Video, in the eighties, and cofounded Amoeba Music in 1990 with my partner – Marc Weinstein. Marc also has over 30 year experience in retail having managed Streetlight Records before we started Amoeba. Marc is well-known for his good deeds in the Berkeley community.

Marc and I have been running a medical cannabis recommendation clinic, with a physician, in San Francisco for the last two years and have experienced firsthand all of the diverse segments of the populace that medical cannabis can help and heal.

Heading our management team is Debby Goldsberry. Debby cofounded Berkeley Patients Group in 1999 and directed its growth for over 11 years. She developed and implemented operating procedures for procurement, product safety, patient relations, and business management which have been replicated by other dispensaries nationwide.

Ms. Goldsberry co-founded and directed Americans for Safe Access (ASA), the Medical Cannabis Safety Council (MCSC), and the Cannabis Action Network (CAN). She is a board member of NORML, an instructor at Oaksterdam University, and is one of the most respected voices in the Medical Marijuana Movement. We go back over 20 years with Debby – supporting her in various ways when she ran the NORML table on Telegraph advocating for prop 215.

We have been credited by Rolling Stone magazine as having built the best record store in the world. With our retail experience and ability coupled with Debby's expertise we feel that we can build a world-class facility that will be unique to Berkeley and truly serve the entire community and culture.

Security/Location

We will have state of the art security systems including hi-resolution cameras and high-end storage and retrieval systems. We will also have a very capable, resourceful, and well-trained security staff both inside and outside the facility during business hours.

This part of Telegraph Avenue has been problematic for the neighborhood for decades in terms of loitering, vagrancy, low-level crime, harassment, and street dealing.

A dispensary at this location can greatly help this situation with the increased security presence it would provide.

A dispensary at our location would be more than merely compatible with our neighborhood – it would be a tremendous boost in facilitating the economic recovery and sustainability of the Telegraph Avenue corridor. We have a good deal of merchant and local support and had no neighborhood opposition at our community meeting. All of the other applicants did have some to a good deal of neighborhood opposition at their meetings. We also have a letter of support from the Telegraph Avenue Business Improvement District Association, who are all local property owners.

There is easy public access by car, Bart, or bus. And there is plenty of metered street parking available with Sather Gate garage easily able to accommodate any overflow.

The Telegraph Avenue corridor is the counterculture hub of the East Bay and clearly a good fit for a medical cannabis dispensary. If there was one location where a patient would expect to find a dispensary in the entire East Bay – it would be here.

What Distinguishes This Proposal From Others

1. We will be a truly ecologically responsible entity. We will recycle, use compostable and recycled products, and build with green materials.
2. We are the only applicant to offer to solar our building – this reducing our carbon footprint even further.
3. We have given tens of thousands of dollars to the Rainforest Action Network, and have saved millions of rainforest acres. A successful dispensary will enable us to save millions more.
4. We are the only applicant to be a party to a collective bargaining contract with a certified labor union (the UCFW), thus providing heightened salaries, benefits, and stability for our staff.
5. All the other applicants are either from out of town or funded by out-of-state money:
A. Blum was just brought by Terratech, a publicly traded company, and have a number of dispensary permits in Las Vegas (5, we believe). B. Apothecarium has two dispensaries in San Francisco, a permit for a third dispensary in San Francisco, and a permit for a dispensary in Las Vegas. C. Icann is being funded by 4Front, a large medical marijuana conglomerate and are obligated to pay 5% of their gross and 10% interest on money invested to 4Front. How much money will be left for the community? D. The other two candidates are from Hercules and Hayward. We are the only local entity funded entirely with our own money, not beholden to outside money sources. The money we generate will stay in this community. We have proven ourselves here – serving thousands of Berkeley residents over 25 years with a stellar record of giving back to the community. None of the other applicants has ever given Berkeley a second thought until this dispensary opportunity presented itself.
6. We truly believe in the plant. We believe it has tremendous medicinal and healing qualities that patients have the right to have access to. We will focus on organic topicals, tinctures, edibles, and healing strains. BCCC is committed to the development and procurement of therapeutic Cannabidiol (CBD) based treatments. BCCC will direct significant resources into the development and testing of CBD rich

strains of medical cannabis. Although THC is the primary active ingredient in cannabis, CBD rich strains have shown unparalleled anti-inflammatory, neuroprotective and antioxidant properties which lead to the treatment of a wide variety of conditions including strokes, cardiovascular disease, and cancer. BCCC is committed to developing, locating, and offering to its patient members the most cutting edge and effective CBD focused medicines available.

Community Benefits

- A. BCCC will provide at least 40 new jobs to the local community. We will focus on recruiting within the city of Berkeley. Emphasis will be placed on hiring qualified individuals from within the city of Berkeley. It is the intention of BCCC to hire at least 80% of our staff from within the city of Berkeley.
- B. In addition to creating these new jobs, the supplemental income generated by the sublease to Amoeba will enable Amoeba to stay open and help preserve our 40 existing jobs and the cultural and commercial integrity of the Telegraph Avenue corridor.
- C. We have grossed over \$150 million in 25 years at this location and have generated over \$10 million in taxes for the state and over \$3 million in taxes for Berkeley. A dispensary at this site will most likely out perform any of the proposed locations and will thus generate more revenue for the city. It is also the only proposed site that can actually uplift the surrounding businesses and thus provide a much needed boost to the overall economy of the corridor and overall tax revenues for Berkeley.
- D. We have contributed to many Berkeley causes, events, and concerns over the years and will continue to do so- Attachment included
- E. We have supplied Berkeley High School, and other schools, musical instruments and donations over the years. We would continue to support local music causes and events.
- F. We will have classes and support groups for substance abuse education and rehabilitation.
- G. We will have a support program that offers a variety of discounts for seniors, terminally ill, veterans, and low income patients in Berkeley. An eligibility program will be used to qualify patients. The primary criteria for relief will be compassion, identified need, and inability to pay. We will also have a program that offers free medical cannabis to truly indigent patients

Lastly, we feel the need to address some of the many inconsistencies in the scoring system that staff has employed for its recommendations. For example, neighborhood compatibility - 0 points for not compatible at all, 400 points for totally compatible.

I attended the meeting for the Icann location at Sacramento and Alcatraz. 14 people spoke – of those 14, 11 people from the neighborhood spoke out against this location. Their issues ranged from the difficult parking situation to the fact that this was a quiet non-commercial neighborhood that didn't want to be disrupted by a destination location

such as a dispensary – and that this was a bad fit for the neighborhood. Several people spoke of the desire for a market to move in which would better serve the majority of an area with limited retail space.

Over 20 people spoke at our meeting – all positive feedback. No neighbors or merchants opposed our proposal. We are on a street that is perfectly designed for a dispensary with more than adequate parking and access. A, once vital, but now struggling street that could surely use an economic boost and the heightened security presence that a dispensary provides.

Yet, Icann received a rating of 300 points for neighborhood compatibility despite all the negatives and neighborhood opposition. We received 50 points for ours – despite all the positives and no opposition. How does this add up?

This is one of many head-scratching examples of questionable scoring.

We also received 50 points for our community location and Icann received 350 points. How does this make any sense?

Bottom line is – This scoring system lacks objectivity and accountability and the commission and the council should not place too much stock in these scores.

Finally, we'd like to say that we really care about Berkeley and its culture. We've been very community oriented for 25 years and we are in the top ten in cumulative taxes paid by Berkeley businesses over that time span.

We feel strongly that safe and easy access to medical cannabis is a human rights issue. As a 25 year Berkeley institution, we are well aware of how this community places human rights very high on its list of political priorities. We have been and will continue to be a shining example of a business that reflects Berkeley's values. We would really like to be part of this movement and use our dispensary as a platform to help patients heal, and to do good work for the community and the planet.

**A Sampling of Groups that Amoeba has supported in the past
and would like to support in the future with BC3 :**

Berkeley High School Music Program

Ashkenaz Music and Dance Community Center

Berkeley Youth Orchestra

Youth Radio

Jazz School

Berkeley Symphony Orchestra

Julia Morgan Center for the Arts

Berkeley Arts Festival

La Pena Cultural Center

SEVA Foundation

Aurora Theatre Company

Crowden School

Center for Independent Living

KPFA/Pacifica

KALX Radio

Shotgun Players, Inc...

Cazadero Performing Arts Camp



BERKELEY INNOVATIVE HEALTH

MEDICAL CANNABIS DISPENSARY APPLICATIONS

RECEIVED

JAN 28 2016

LAND USE PLANNING

Berkeley Innovative Health is a non-profit organization founded to serve the needs of Medical Cannabis patients in Berkeley, CA. It is founded and operated by a committed team of industry leaders with over 21 years of combined dispensary management experience. This application project is inspired by the success of the Garden of Eden, one of two licensed medical cannabis dispensaries in Alameda county. Berkeley Innovative Health will use the most cutting edge technology and bring the highest levels of compassion and customer service to ensure patients receive the proper care and medicine they deserve, as well as contributing positively to the community and neighborhood in Berkeley.

The team at Berkeley Innovative Health is already operating under a successful model of providing patients with lab-tested, high quality medicine. The commitment to safety, comfort, health-conscious, and environmentally friendly model of operations has set us apart within the industry. We hope to continue to bring this level of attention and quality to Berkeley, CA. Below are some of the key points that make Berkeley Innovative Health's model to stand out from other proposals.

- a. Depth of Experience:** Over 21 years of combined successful dispensary management.
- b. Local Character:** Being based solely in Alameda County enables us to better understand the needs of our community and serve them directly
- c. Technologically Advanced Model:** Our technological innovation has enabled us to improve the experience for everyone involved, including regulators, employees, suppliers, and patients. Our tracking system has reduced theft and diversion to near-zero.
- d. Serving the Under-Served:** Our proposed location in Northwest Berkeley serves a neighborhood whose needs are not being met by any proposed or existing dispensary.
- e. Community Involvement:**
 - i. Proven Track Record:** Through support of local charitable organizations; and robust discount program for patients in need: seniors, disabled, and low-income;
 - ii. Plans for our future in Berkeley:** Commitment to donating 15% of net proceeds to local charities; commitment to community involvement, youth outreach, and neighborhood cleanup; and commitment to continuing discount program to patients in need above city mandate.



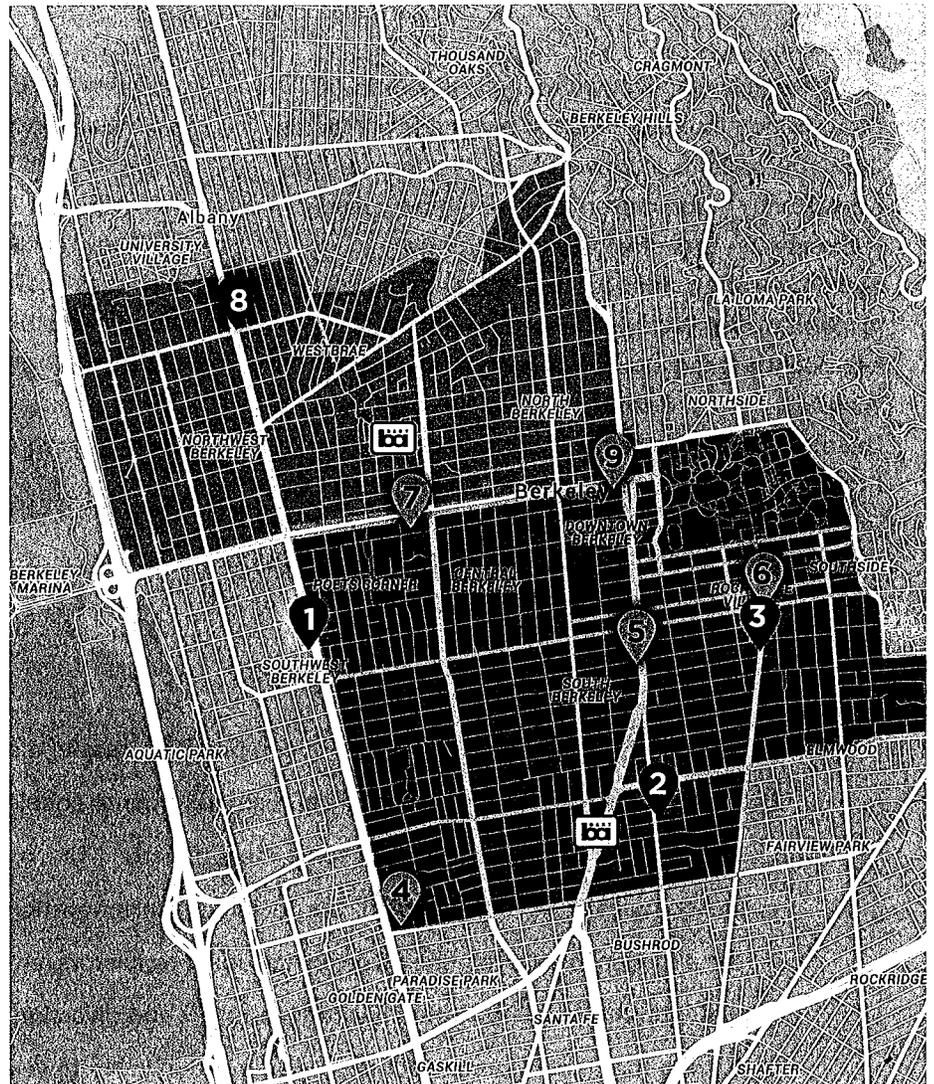
BERKELEY INNOVATIVE HEALTH MEDICAL CANNABIS DISPENSARY APPLICATIONS

EXISTING

- 1 **Berkeley Patients Group**
2366 San Pablo Ave
- 2 **CBCB**
3033 Shattuck Ave
- 3 **Berkeley Patients Care Collective**
2590 Telegraph Ave

PROPOSED

- 4 **iCANN Health Center**
3243 Sacramento Street
- 5 **The Apothecarium**
2578 Shattuck Avenue
- 6 **Berkeley Compassionate Care Center**
2465 Telegraph Avenue
- 7 **The Cannabis Center**
1436 University Avenue
- 8 **Berkeley Innovative Health**
1229 San Pablo Avenue
- 9 **Berkeley Women's Cannabis Alliance, DBA Blum Boutique**
2067 University Avenue



EXISTING DISPENSARY LOCATIONS



PROPOSED DISPENSARY LOCATIONS



DISPENSARY IN AN UNDERSERVED DISTRICT

Please note:

As the map above shows, the area of Northwest Berkeley is currently being under-served by existing dispensaries in the area, as well as by any proposed dispensary. Berkeley Innovative Health recognizes the need for a dispensary that will directly serve the needs of the patients in that neighborhood, which is why the proposed location was selected specifically in the area shown above. The existing and proposed dispensaries appear to be clustered in once specific area, leaving Northwest Berkeley without a local dispensary.

The Cannabis Center

Changing Medicine. Changing Lives.

The Cannabis Center Proposal

- ▶ We proposed to the city of Berkeley to offer the highest quality tested medicine available at the best prices. Providing a professional and safe environment with services that include one on one patient counseling for medicine recommendation.
- ▶ In addition to holistic services, such as Holistic MD Doctor treatments, Chiropractic treatment, Massage Therapy, Oxygen Therapy, Acupuncture, and more. All of our holistic services will be offered free to all members. We want to lift our communities in assisting with the healing process.
- ▶ Plus activating a unique free educational resource system to our members and community that will be available offline and online.

Our Background

- ▶ Hercules Health Center 2010
 - ▶ We were the Managing Team for HHC
 - ▶ First Union Dispensary with the UFCW Local 5
 - ▶ First Dispensary Located in a Medical Building
 - ▶ Offered Free Holistic Services (Hyperbaric Chamber, Chiropractic Treatment, Oxygen Therapy, World Renowned Healer Cosme, Massage Therapy, Doctor Consultation, Support Groups, & More)
 - ▶ Work hand and hand with testing facility founders Dr. Robert Martin with CW Analytics & Dr. Kymron with Halent Laboratories.
 - ▶ Created Mandatory Testing for all products.
 - ▶ Participated with ALL community charity events (Rotary Club, Lyons Club, City Chamber, Cancer Events, Crab Feeds, Little League Sports, Golf Tournaments, & More)
 - ▶ Designed and Implemented a homeless program with Axis of Love in SF.
 - ▶ We have over 30 years combined experience in running businesses.
 - ▶ References available via YouTube: {Type} “Hercules Health Center” & {Search}

Neighborhood Compatibility Plan

- ▶ Development and Performance Standards. To assure that the operations of the Cannabis Center is in full compliance with California law.
- ▶ The Cannabis Center will install lighting to illuminate the exterior of the building and all entrances and exits to the facility. Exterior lighting shall be one-foot candle, and shall remain on until at least one hour after the closing of the dispensary.
- ▶ Security guards shall be provided at the main entrances and exits during all hours of operation. All security guards employed by The Cannabis Center shall be licensed and possess a valid Department of Consumer Affairs “Security Guard Card” at all times.
- ▶ The Cannabis Center will enable a neighborhood security guard patrol for a two-block radius surrounding the dispensary during all or specified hours of operation.
- ▶ The Cannabis Center will operate only between the hours of 9:00am and 9:00pm.

Conti. Neighborhood Compatibility Plan

- ▶ Use of medical marijuana shall be limited to the patient identified on the doctor's recommendation. We will reinforce that secondary sale, barter or distribution of medical marijuana is a crime and can lead to arrest.
- ▶ Patrons must immediately leave the site and not consume medical marijuana until at home or in an equivalent private location. Dispensary staff shall monitor the site and vicinity to ensure compliance.
- ▶ The Cannabis Center will not provide marijuana to any individual in an amount not consistent with personal medical use.
- ▶ The Cannabis Center shall not store more than two hundred dollars (\$200.00) in cash reserves overnight on the premises.
- ▶ Any patient under eighteen (18) years of age shall be accompanied by a parent or legal guardian.
- ▶ The Cannabis Center shall provide law enforcement and all interested neighbors with the name and phone number of an on-site community relations' staff person to notify if there are operational problems with the establishment.
- ▶ Berkeley code enforcement officers, sheriff's deputies or other agents or employees of the city requesting admission for the purpose of determining compliance with these standards shall be given unrestricted access.

Safety & Security Plan

- ▶ We have developed a comprehensive Security Plan for protecting our equipment, inventory, product and more importantly, our patients. Our Security Plan considers many policies, procedures, and systems that provide sufficient protection.
- ▶ The Security Plan is divided into two main sections: Facility Security and Operational Security. Both categories are designed to minimize security exposure and prevent breaches before they even occur. However, in the event that preventative measures fail, the Operational Security Plan is designed to quickly observe, monitor, protect, counter, and report any situations that do occur.
- ▶ **Our Facility Security Plan includes:**
 - ▶ Location and Site Security Characteristics
 - ▶ Secured Employee Parking
 - ▶ Around the Clock Coverage
 - ▶ Security Systems
 - ▶ Maintenance of Security Systems
 - ▶ Access Control
 - ▶ Perimeter Security
 - ▶ Product Security

Conti. Safety & Security Plan

▶ **Our Operational Security Plan includes:**

- ▶ Security Threats & Contingency Planning
- ▶ Transactional Security
- ▶ Delivery Security
- ▶ Human Resources Policies
- ▶ Employee Security Training
- ▶ Inventory Control
- ▶ Guest, Media, & Visitor Procedures
- ▶ Neighborhood Involvement
- ▶ Emergency Response

Our Concept

- ▶ Safe Access & Quality Tested Medicine
- ▶ Free Holistic Services for Optimal Care.
 - ▶ Holistic MD Doctor treatments, Chiropractic Treatment, Massage Therapy, Oxygen Therapy, Acupuncture, & More
- ▶ What makes us more unique is adding an educational platform system to help educate our community and members. We believe education is the key importance as our goal is to increase the awareness to our members and community, so they will have a better understanding of the usage, effect, and the law of medical marijuana
- ▶ Our unique educational program is a vast curriculum to help educate our members and the community. While giving us the opportunity to unite all dispensaries on a national level.
 - ▶ Creating a new Stage for Educators
 - ▶ Free Education Resources Offline & Online

Our Community Involvement

- ▶ The Cannabis Center would provide, support, and/or contribute to the following communities:
 - ▶ Re-entry jobs or job training to the unemployed
 - ▶ Domestic violence prevention program
 - ▶ Park/Recreational Centers, Libraries, arts, culture. entertainment and environmental programs
 - ▶ Children/Youth programs and intervention services
 - ▶ Substance abuse education and rehabilitation programs
 - ▶ High quality medical cannabis to low income members
 - ▶ Berkeley Chamber of Commerce involvement

Conti. Our Community Involvement

- ▶ Animal Shelter
- ▶ Homeless Action services
- ▶ City of Berkeley Shelter
- ▶ Personal and spiritual growth
- ▶ Women's Shelter
- ▶ Child Abuse Prevention Programs
- ▶ West Berkeley Lions Club
- ▶ Berkeley Food Pantry
- ▶ Gun Buy Program working with the Berkeley Police Department

Thank You

The Cannabis Center

Changing Medicine. Changing Lives.



iCann

iCann's dispensary model will be the first of its kind:

A true health center focused on meeting the needs of our city's most vulnerable and in-need population, Seniors.

Our competitors are proposing to bring dispensary models to Berkeley that are in line and in competition with those already available throughout the Bay Area, serving a similar demographic. iCann instead will focus on the most underserved populations: seniors and low-income patients.

iCann is the only applicant with a truly diverse ownership and leadership. We are an African American family company comprised of professional women, seniors and Berkeley residents.

iCann has teamed up with CRAFT Industries in a consolidated effort to see this vision come to life. CRAFT has been a locally licensed collective for the last 4 years. They have exemplified the highest quality and safety standards while delivering their clean green certified, organic and award winning medicine to the patients of Berkeley and surrounding areas. We collectively bring decades of holistic health, business, education and medical cannabis experience to this project. Our team is the only consolidated team in this application process. Together our two teams have formed one A+ team who has deep local roots in the Berkeley community.

Our leadership team has extensive retail operating experience. Jamaal Taylor served as general manager for a medical cannabis dispensary in San Jose, owned and operated a successful luxury auto dealership, and currently owns and operates a tax franchise. Alix Hadley and Alan Sorrentino will utilize their extensive medical cannabis backgrounds to serve as Director of Inventory and Director of Education while using their current retail experience to strengthen operations overall. Kitshwa Genama assisted Harborside Health Center with Human Resources and owned a residential property management company. Our

executive director, Sue Taylor, is a nationally recognized expert on the issue of seniors and medical cannabis. She has been invited to address audiences of seniors all across the country on this topic. This is Ms. Taylor's opportunity to build a showcase for her nationally acclaimed program to educate and counsel seniors, right in her hometown.

We have contracted with 4Front Advisors, the nation's leading dispensary operations consulting firm. 4Front currently works with eighteen licensed dispensaries across the country. Their team includes the former executive director of SPARC in San Francisco, the former director of training for Hillstone Restaurant Group, and the designer of retail operating protocols for Einstein Brothers Bagels, Old Navy, and Panera Bread.

iCann will be the only facility in the Bay Area to offer California state certified educational courses specifically related to seniors and medical cannabis.

AARP statistics show that between 2011 and 2018 baby boomers will be turning 60 at a rate of 8,000 per day. In Berkeley, 59% of households have one or more persons over 60 in the home. With aging comes aging related illnesses and conditions. Medical cannabis is a viable natural alternative to the prescription pharmaceuticals that most seniors use on a regular basis. iCann is the only dispensary applicant in Berkeley proposing to focus on educating, counseling, and serving the population.

Berkeley is a small city with a big reputation and is known for its grassroots and progressive culture. iCann Health Center will further highlight that spirit.

iCann

1330 Sacramento Street – Unit 24
Berkeley, Ca. 94702





SUE *Simon* TAYLOR

Speaker | Trainer | Consultant

An experienced educator, ordained minister and County Commissioner on Aging in CA, Sue provides education that uplifts and informs. She is excited that cannabis can help people enjoy better health and provide an alternative to pharmaceuticals, and is dedicated to eliminating the stigma that plagues the plant so that we can all benefit.

"My goal is to help people see their power and value - whatever their age, to empower what is inside of us so we can experience a meaningful, high-quality life."

AS A SPEAKER, TRAINER AND CONSULTANT, SUE HELPS:

- SENIORS AND ACTIVE-AGERS UNDERSTAND CANNABIS MEDICINE SO THEY CAN MAKE EDUCATED CHOICES ABOUT THEIR WELLNESS.
- CANNA-BUSINESSES ESTABLISH A POSITIVE PRESENCE IN THEIR COMMUNITY, PROVIDE SUPERIOR SERVICE TO THEIR 'NICHE' MARKETS AND DEVELOP A MOTIVATED & LOYAL STAFF.
- ADMINISTRATORS AND CAREGIVERS KNOW THE HEALTH, SOCIAL AND LEGAL PERSPECTIVES INVOLVED SO THEY CAN SERVE THEIR CONSTITUENTS WITH PEACE OF MIND.

FOR SENIORS AND ACTIVE-AGING GROUPS: *Sue provides insights, inspiration and information for living a full and vibrant life - whatever your age. Talks or training sessions on themes like "Your Best You: Inspiration for Active Aging" or "Cannabis & Aging: How Medical Marijuana Might Help You 'Just Say No' to Pharmaceuticals."*

FOR DISPENSARY OWNERS AND STAFF: *Motivate your dispensary staff, educate them with training on "Cannabis and Seniors" or "Serving your Senior Audience," access potential clients with regional training or improve public relations with community outreach help. Train-the-trainer programs also available.*

FOR ADMINISTRATORS AND CAREGIVERS: *Sue dispels myths, trains in protocols and updates you on trends, laws and possibilities. Informative, fun and tailored to residents and families, caregivers or administrators - programs focus on the medical benefits of cannabis and how it relates to treating conditions for seniors, legalization, caregivers and the variety of products available that are beneficial to seniors. CEU credits available.*

FOR CIVIC AND BUSINESS ORGANIZATIONS: *Cannabis is happening in your community, impacting the economy and challenging social mores. Sue opens the door to understanding cannabis, facilitating conversations that dispel myths and answer questions, while sharing research and resources.*





LEASE

THIS LEASE ("*Lease*") is made as of January 27 , 2016 (the "*Effective Date*"), by and between Dorothy J. Henderson Revocable Intervivos Trust of 1991 C/O Ocie D. Henderson, Virginia H Nelson ("*Landlord*") and iCann, LLC, a California limited liability company ("*Tenant*").

1. **BASIC LEASE PROVISIONS.** These Basic Lease Provisions set forth the basic terms of this Lease. In the event of any inconsistency between the terms set forth in these provisions and any other provision of this Lease, the Basic Lease Provisions shall prevail.

1.1 **Tenant:** iCann, LLC, a California limited liability company

Address for Notices

3243 Sacramento Street

Berkeley, CA 94703

1.2 **Landlord:** Dorothy J. Henderson Revocable Intervivos Trust of 1991

C/O Ocie D. Henderson, Virginia H. Nelson

1.3 **Premises:** The "*Premises*" consists of the real property and improvements commonly known as, 3231 Sacramento St. Berkeley, California.

1.4 **Term:** Commencing on the Commencement Date and ending at 11:59 p.m. on the last day of the calendar month twenty-four (24) months thereafter (the "*Expiration Date*").

1.5 **Commencement Date:** The day following the Tenant's receipt of a provisional certificate to operate a marijuana dispensary (or the equivalent).

1.6 **Rent**

Commencement

Date: Commencement Date

1.7 **Expiration Date:** 11:59 p.m. on the last day of the twentieth (20th) full calendar months following the Commencement Date.

1.8 **Fixed Rental:** \$2,667.00 per Month

1.9 **Permitted Use:** Parking

2. **Lease of Premises; Term**

2.1 **Lease of Premises.** In consideration of the rents agreed to be paid and of the covenants and agreements made by the respective parties hereto, Landlord hereby demises and leases to Tenant and Tenant hereby leases from Landlord the Premises, upon and subject to the terms, conditions and provisions set forth in this Lease.

2.1 **Initial Term.** The Term shall be for the period designated in the Basic Lease Provisions commencing on the Commencement Date and ending on the Expiration Date, unless the Term is sooner terminated or extended as provided in this Lease.

2.2 **Cancelable Term.** Lease is cancelable by either Landlord or Tenant beginning on the first day of the 13th month until the end of the lease with one hundred twenty (120) days notice.

3. **CONDITION OF PREMISES.** Tenant agrees (i) to accept the Premises on the Commencement Date (and by taking possession of the Premises Tenant shall be deemed to have accepted the Premises) as then being suitable for Tenant's intended use in its then existing "AS IS" and "WITH ALL FAULTS" condition, and (ii) that neither Landlord nor any of Landlord's agents, representatives or employees has made any representations as to the suitability, fitness or condition of the Premises for the conduct of Tenant's business or for any other purpose.

4. **RENT.**

4.1 **Fixed Rental.** The "Fixed Rental" shall be as set forth in Section 1.8 above, payable in advance on or before the first day of every month in monthly installments commencing on the Rent Commencement Date and continuing until the expiration or earlier termination of this Lease. Fixed Rental for any partial month shall be prorated, based on the number of days in such calendar month.

5. **USE OF PREMISES.**

5.1 **Permitted Use.** Tenant will use and occupy the Premises only for the purpose set forth in Section 1.9 and no other purpose.

5.2 **Compliance with Laws.** During the Term of this Lease, Tenant shall, at Tenant's sole cost and expense, promptly comply with any applicable statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, governmental order, or other requirement or rule of law of any governmental authority, including but not limited to the Americans with Disabilities Act of 1990 and California Title 24, California Compassionate Use Act, California Health & Safety Code §11362.5, and the Medical Marijuana Program Act, California Health & Safety Code §§ 11362.7-11362.83 (collectively, "**Laws**"). For the purposes of this Agreement, "**Law**" does not include federal criminal laws relating to the manufacture, distribution, sale, and/or possession of cannabis (including but not limited to the federal Controlled Substances Act and applicable money-laundering laws). If physical changes to the Premises or Property are required by applicable Laws for any reason whatsoever, Tenant shall be required to make such physical changes at its sole cost and expense. Pursuant to California Civil Code § 1938, Landlord hereby states that the Premises have not undergone inspection by a Certified Access Specialist (CASp) (defined in California Civil Code § 55.52).

6. **INDEMNIFICATION AND EXCULPATION.**

6.1 Subject to the waiver of subrogation set forth in Section 8 below, Tenant will indemnify, defend and hold and save Landlord and its employees, officers, directors, shareholders, managers, members and agents (each, an "*Indemnitee*") harmless from all fines, suits, losses, costs, expenses, liabilities, claims, demands, actions, damages and judgments ("*Liabilities*") suffered by, recovered from or asserted against Landlord or any Landlord Indemnitee, of every kind and character resulting from (i) the operation, condition, maintenance, use or occupancy of the Premises by any party, (ii) any bodily injury, death or property damage occurring in, about or related to the use of the Premises, (iii) any act, omission or negligence of Tenant, any subtenant, licensee or their respective employees, contractors, agents, members, directors, shareholders, partners, officers, directors, managers, successors and assigns or affiliates (collectively, "*Tenant Parties*") or (iv) any breach or Default in the performance of any obligation, restriction, or condition on Tenant's part to be performed or abided by under this Lease. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury or death to persons, in, upon, about or related to the Premises arising from any cause, and Tenant hereby waives, to the fullest extent permitted by law, all claims against the Landlord and any Landlord Indemnitee for personal injury or death, loss of, damage or destruction of any tangible or intangible property, including economic losses and consequential and resulting damages. Tenant's indemnification obligation under this Section 12 and elsewhere in this Lease shall survive the expiration or earlier termination of this Lease.

6.2 If any such proceeding is brought, the indemnifying party will retain counsel reasonably satisfactory to the indemnified party to defend the indemnified party at the indemnifying party's sole cost and expense. All such costs and expenses, including attorneys' fees and court costs, shall be a demand obligation owing by the indemnifying party to the indemnified party. Additionally, the indemnified party shall have a right to be kept informed of all material developments and events relating to any claim, and no claim shall be settled without the prior written consent of the indemnified party, which consent shall not be unreasonably withheld. The indemnifying party's obligations under this Section 12 shall survive the termination or expiration of this Lease. The indemnification provisions herein are independent of the parties' insurance obligations herein, and neither party's obligation to indemnify shall be limited or modified by such party's insurance coverage or obligations herein.

7. INSURANCE.

7.1 Tenant shall maintain, at its sole cost and expense, the following:

7.1.1 Comprehensive commercial general liability and property damage insurance against claims arising out of the conduct, use and condition of the Premises or any portion thereof with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for personal injury, bodily injury, death, property damage and destruction.

7.1.2 Worker's compensation insurance with limits as mandated by applicable laws in California and employers liability insurance with a limit not less than \$1,000,000 per occurrence.

7.1.3 Personal property insurance, including fire, extended coverage, sprinkler leakage, vandalism, theft and malicious mischief, covering all of Tenant's personal property in or on the Premises, including inventory, furniture and equipment, and fixtures and Alterations and improvements installed by Tenant, in an amount not less than 100% of their actual replacement cost from time to time.

7.1.4 All risk insurance with respect to the Premises, including but not limited to, loss or damage by fire, lightning or other risks from time to time included under "extended coverage" policies and against loss or damage by any leakage, vandalism and malicious mischief, in amounts not less than the full replacement value of the improvements located thereon.

7.1.5 All insurance maintained by Tenant pursuant to this Article 7 shall: (i) name Landlord and its lenders as an additional insured; (ii) include effective waivers by the insurer of all claims for insurance premiums against Landlord, and all rights of subrogation against any named insured; (iii) provide that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at least thirty days after receipt of written notice thereof by Landlord; (iv) be issued by companies with a rating of at least A- and a financial rating of VIII or better (or a comparable standard under an international rating system) and otherwise satisfactory to Landlord, authorized to do business in the State of California; (v) provide that the policy may not be canceled or reduced in amount or coverage below the requirements of this Lease, without at least thirty (30) days' prior written notice; (vi) be reasonably satisfactory in all other respects to Landlord.

7.1.6 Upon the request of Landlord, Tenant will deliver to Landlord the originals of all insurance policies required to be maintained by Tenant or certificates evidencing such, together with evidence as to the payment of all premiums then due thereon. From time to time during the Term, Landlord may require insurance policy limits to be raised to conform with requirements of Landlord's lender and/or to bring coverage limits to levels then being generally required of new tenants of comparable properties; provided, however, that the increased amount of coverage is consistent with coverage amounts then being required by owners of similar properties with tenants occupying similar size premises in the geographical area in which the Project is located.

8. **MUTUAL RELEASE/WAIVER OF SUBROGATION.** Notwithstanding anything to the contrary set forth in this Lease, Landlord and Tenant each hereby release the other from any and all liability or responsibility for any loss or damage to property located within the Premises, or any contents caused by fire or any other casualty, or accident during the Term of this Lease or any extensions thereof, even if such fire, casualty, or accident may have been caused by the negligence (but not the gross negligence or willful misconduct) of the other party or one for whom such party may be responsible; provided, however, that the foregoing release shall be effective only to the extent that the releasing party is either compensated for its loss by insurance proceeds or such party would have been compensated for its loss by insurance proceeds had it complied with the insurance requirements imposed under Section 13. Inasmuch as the above mutual waivers will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), each party hereto hereby agrees, if required by said policies, to give to each insurance company which has issued to it policies of fire, extended coverage insurance, All Risk and other insurance, written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waivers. To the extent either party is waiving its subrogation rights or is required to obtain waivers of subrogation rights with respect to its insurance policies, any such waiver by either party is expressly conditioned on (1) such a waiver not invalidating such party's insurance policies and (2) the availability of waiver of subrogation rights under such insurance policies

9. **Right of First Refusal.** Tenant shall have the right of first refusal to purchase the Real Estate upon the terms set forth herein. If at any time during the term, Landlord shall receive an Offer (as defined below) from a third person (which does not have the power of eminent domain) for the purchase of the Real Estate that Landlord desires to accept, Landlord shall promptly deliver to Tenant a copy of such Offer. Tenant shall have the right, by written notice to Landlord given no later than five (5) days after receipt or attempted delivery of the Offer, to purchase the Real Estate at the same purchase price as set

forth in such Offer, which notice shall include a contract executed by Tenant. If Tenant does not give written notice within said time or if such written notice does not include the executed Contract and earnest money check, then this Article 9 shall thereafter be null and void, but this Lease shall in all other respects remain in full force and effect.

IN WITNESS WHEREOF,

the parties hereto have executed this Lease as of the date first above written.

LANDLORD:

TENANT: ICANN, LLC

Dorothy J. Henderson Revocable Intervivos Trust
of 1991 C/O Ocie D. Henderson, Virginia H. Nelson

By: *Virginia H. Nelson*
Name: VIRGINIA H. NELSON

Its: CO-TRUSTEE
Ocie D. Henderson
Ocie D. HENDERSON
CO-TRUSTEE
1/27/2016

By: _____
Name: *Frances Lee Taylor*
Its: _____



TELEPHONE: 510-531-7784 • FAX: 510-531-7785
E-MAIL: LANDMARKREMGMT@SBCGLOBAL.NET

January 8, 2016

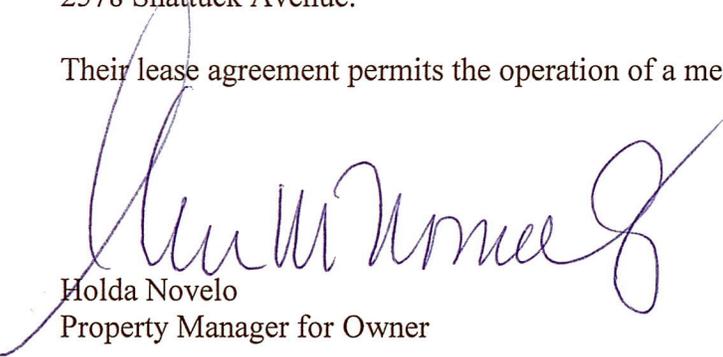
City of Berkeley
Medical Cannabis Commission
2120 Milvia Street
Berkeley, CA 94704

Re: 2578 Shattuck Avenue

To Whom It May Concern:

Landmark Real Estate Management, as property manager/agent for the owner, **Stewart Johnston**, has entered in to a lease agreement with **BTHHM, LLC** for 2578 Shattuck Avenue.

Their lease agreement permits the operation of a medical cannabis dispensary on the premises.



Holda Novelo
Property Manager for Owner

Friday, January 22, 2016

To whom it may concern;

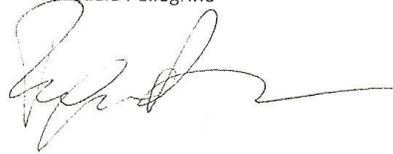
I, Pasquale Pellegrino owner of the property at 2465 Telegraph Avenue, Berkeley,

Would like to verify that my property is still available for Amoeba Music to use as

A dispensary site, if so granted.

Thank you in advance for your support.

Pasquale Pellegrino

A handwritten signature in black ink, appearing to read 'Pasquale Pellegrino', with a long horizontal flourish extending to the right.



January 26, 2016

To whom it may concern:

The Berkeley Innovative Health Group has entered into a contract to purchase the building at 1229 San Pablo Ave as of January 20, 2016. We have been in talks with Michael Hoffman, current owner, to purchase the building before we submitted our application for the fourth MCD permit. Our purchase agreement allows us to take control of the building in a manner that is congruent to the timeline the city has laid out. We have attached a copy of the executed purchase agreement.

A handwritten signature in blue ink, appearing to read 'Shareef El-Sissi', with a long horizontal flourish extending to the right.

Shareef El-Sissi
Principal



Date Prepared: 12/15

1. OFFER:

- A. THIS IS AN OFFER FROM BERKELEY INNOVATIVE HEALTH ("Buyer").
B. THE REAL PROPERTY to be acquired is 1229 san pablo, situated in (City), (County), California, (Zip Code), Assessor's Parcel No. ("Property").
C. THE PURCHASE PRICE offered is Dollars \$ 2,000,000
D. CLOSE OF ESCROW shall occur on (date) (or) 120 Days After Acceptance.
E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

2. AGENCY:

- A. DISCLOSURE: The Parties each acknowledge receipt of a [X] "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD)
B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:
C. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a [X] "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

- A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 30,000
(1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, [] cashier's check, [] personal check, [] other within 3 business days after Acceptance (or)
OR (2) [] Buyer Deposit with Agent: Buyer has given the deposit by personal check (or) to the agent submitting the offer (or to), made payable. The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or). Deposit checks given to agent shall be an original signed check and not a copy.

(Note: Initial and increased deposit checks received by agent shall be recorded in Broker's trust fund log.)

- B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ within Days After Acceptance (or). If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.
C. [] ALL CASH OFFER: No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or [] Buyer shall, within 3 (or) Days After Acceptance, Deliver to Seller such verification.
D. LOAN(S):

- (1) FIRST LOAN: in the amount of \$ 1,700,000
This loan will be conventional financing or [] Seller financing (C.A.R. Form SFA), [] assumed financing (C.A.R. Form AFA), [] subject to financing, [] Other. This loan shall be at a fixed rate not to exceed % or, [] an adjustable rate loan with initial rate not to exceed %. Regardless of the type of loan, Buyer shall pay points not to exceed % of the loan amount.
(2) [] SECOND LOAN in the amount of \$
This loan will be conventional financing or [] Seller financing (C.A.R. Form SFA), [] assumed financing (C.A.R. Form AFA), [] subject to financing, [] Other. This loan shall be at a fixed rate not to exceed % or, [] an adjustable rate loan with initial rate not to exceed %. Regardless of the type of loan, Buyer shall pay points not to exceed % of the loan amount.

- E. ADDITIONAL FINANCING TERMS: AMORTIZED AT 50% FOR 10 YEARS PAYMENT EACH MONTH
F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of \$ 270,000 to be deposited with Escrow Holder pursuant to Escrow Holder instructions.
G. PURCHASE PRICE (TOTAL): \$ 2,000,000
H. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within 3 (or) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. ([] Verification attached.)

Buyer's Initials () ()

Seller's Initials () ()

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COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 1 OF 11)



Property Address: 1229 SAN PABLO, Berkely, 94706

Date: December 15, 2015

- I. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (or is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 14, in writing, remove the appraisal contingency or cancel this Agreement within 17 (or) Days After Acceptance.
- J. LOAN TERMS:
 - (1) LOAN APPLICATIONS: Within 3 (or) Days After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (Letter attached.)
 - (2) LOAN CONTINGENCY: Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement.
 - (3) LOAN CONTINGENCY REMOVAL: Within 21 (or) Days After Acceptance, Buyer shall, as specified in paragraph 18, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
 - (4) NO LOAN CONTINGENCY: Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.
 - (5) LENDER LIMITS ON BUYER CREDITS: Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.
- K. BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.
- 4. SALE OF BUYER'S PROPERTY:
 - A. This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.
 - OR B. This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).
- 5. ADDENDA AND ADVISORIES:

A. ADDENDA: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><input type="checkbox"/> Back Up Offer Addendum (C.A.R. Form BUO)</td> <td style="width: 50%;"><input type="checkbox"/> Addendum # (C.A.R. Form ADM)</td> </tr> <tr> <td><input type="checkbox"/> Septic, Well and Property Monument Addendum (C.A.R. Form SWPI)</td> <td><input type="checkbox"/> Court Confirmation Addendum (C.A.R. Form CCA)</td> </tr> <tr> <td><input type="checkbox"/> Short Sale Addendum (C.A.R. Form SSA)</td> <td><input type="checkbox"/> Other</td> </tr> </table>	<input type="checkbox"/> Back Up Offer Addendum (C.A.R. Form BUO)	<input type="checkbox"/> Addendum # (C.A.R. Form ADM)	<input type="checkbox"/> Septic, Well and Property Monument Addendum (C.A.R. Form SWPI)	<input type="checkbox"/> Court Confirmation Addendum (C.A.R. Form CCA)	<input type="checkbox"/> Short Sale Addendum (C.A.R. Form SSA)	<input type="checkbox"/> Other	B. BUYER AND SELLER ADVISORIES: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><input checked="" type="checkbox"/> Buyer's Inspection Advisory (C.A.R. Form BIA)</td> <td style="width: 50%;"><input type="checkbox"/> Probate Advisory (C.A.R. Form PAK)</td> </tr> <tr> <td><input type="checkbox"/> Trust Advisory (C.A.R. Form TA)</td> <td><input type="checkbox"/> Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)</td> </tr> <tr> <td><input type="checkbox"/> Short Sale Information and Advisory (C.A.R. Form SSI)</td> <td><input type="checkbox"/> REO Advisory (C.A.R. Form REO)</td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td></td> </tr> </table>	<input checked="" type="checkbox"/> Buyer's Inspection Advisory (C.A.R. Form BIA)	<input type="checkbox"/> Probate Advisory (C.A.R. Form PAK)	<input type="checkbox"/> Trust Advisory (C.A.R. Form TA)	<input type="checkbox"/> Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)	<input type="checkbox"/> Short Sale Information and Advisory (C.A.R. Form SSI)	<input type="checkbox"/> REO Advisory (C.A.R. Form REO)	<input type="checkbox"/> Other	
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<input type="checkbox"/> Other															
- 6. OTHER TERMS: 1. This offer is subject to the cancellation of seller's current escrow

- 7. ALLOCATION OF COSTS
 - A. INSPECTIONS, REPORTS AND CERTIFICATES: Unless otherwise agreed, in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report.
 - (1) Buyer Seller shall pay for a natural hazard zone disclosure report, including tax environmental Other: _____ prepared by SELLER'S CHOICE
 - (2) Buyer Seller shall pay for the following Report _____ prepared by _____
 - (3) Buyer Seller shall pay for the following Report _____ prepared by _____
 - B. GOVERNMENT REQUIREMENTS AND RETROFIT:
 - (1) Buyer Seller shall pay for smoke alarm and carbon monoxide device installation and water heater bracing. If required by Law. Prior to Close Of Escrow ("COE"), Seller shall provide Buyer written statement(s) of compliance in accordance with state and local Law, unless Seller is exempt.

Buyer's Initials (_____) (_____) Seller's Initials () (_____)

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SE

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Date: December 15, 2015

- (2) (i) Buyer Seller shall pay the cost of compliance with any other minimum mandatory government inspections and reports if required as a condition of closing escrow under any Law.
- (ii) Buyer Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards required as a condition of closing escrow under any Law, whether the work is required to be completed before or after COE.
- (iii) Buyer shall be provided, within the time specified in paragraph 18A, a copy of any required government conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

C. ESCROW AND TITLE:

- (1) (a) Buyer Seller shall pay escrow fee EACH PAY OWN COSTS
- (b) Escrow Holder shall be seller's choice
- (c) The Parties shall, within 5 (or ___) Days After receipt, sign and return Escrow Holder's general provisions.
- (2) (a) Buyer Seller shall pay for owner's title insurance policy specified in paragraph 17E
- (b) Owner's title policy to be issued by SELLER'S CHOICE
- (Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

D. OTHER COSTS:

- (1) Buyer Seller shall pay County transfer tax or fee
- (2) Buyer Seller shall pay City transfer tax or fee BUYER TO PAY TRANSFER TAX
- (3) Buyer Seller shall pay Owners' Association ("OA") transfer fee
- (4) Seller shall pay OA fees for preparing all documents required to be delivered by Civil Code §4525.
- (5) Buyer Seller shall pay OA fees for preparing all documents other than those required by Civil Code §4525.
- (6) Buyer to pay for any HOA certification fee.
- (7) Buyer Seller shall pay for any private transfer fee
- (8) Buyer Seller shall pay for
- (9) Buyer Seller shall pay for

8. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as Included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in paragraph 8 B, C or D.

B. ITEMS INCLUDED IN SALE:

- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water features and fountains, water softeners, water purifiers, security systems/alarms.
- (3) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in paragraph 18.
- (4) Seller represents that all items included in the purchase price are, unless identified pursuant to 10B(7) otherwise specified, owned by Seller. Within the time specified in paragraph 18, Seller shall give Buyer a list of fixtures not owned by Seller.
- (5) Seller shall deliver title to the personal property by Bill of Sale, free and clear of all liens and encumbrances, and without seller warranty of condition regardless of value.
- (6) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.

(7) LEASED OR LIENED ITEMS AND SYSTEMS: Seller shall, within the time specified in paragraph 18A, (i) disclose to Buyer if any item or system specified in paragraph 8B or otherwise included in the sale is leased, or not owned by Seller, or specifically subject to a lien or other encumbrance, and (ii) Deliver to Buyer all written materials (such as lease, warranty, etc.) concerning any such item. Buyer's ability to assume any such lease, or willingness to accept the Property subject to any such lien or encumbrance, is a contingency in favor of Buyer and Seller as specified in paragraph 18B and C.

C. ITEMS EXCLUDED FROM SALE: Unless otherwise specified, the following items are excluded from sale:

D. OTHER ITEMS:

- (1) Existing integrated phone and automation systems, including necessary components such as intranet and internet-connected hardware or devices, control units (other than non-dedicated mobile devices, electronics and computers) and applicable software, permissions, passwords, codes and access information, are are NOT included in the sale.

B. CLOSING AND POSSESSION:

- A. Seller-occupied or vacant property: Possession shall be delivered to Buyer: (i) at 6 PM or (AM/ PM) on the date of Close Of Escrow; (ii) no later than ___ calendar days After Close Of Escrow; or (iii) at ___ AM/ ___ PM on ___
- B. Seller Remaining In Possession After Close Of Escrow: If Seller has the right to remain in possession after Close Of Escrow, (i) the Parties are advised to sign a separate occupancy agreement such as C.A.R. Form CL; and (ii) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (iii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.
- C. Tenant Occupied Units: Possession and occupancy, subject to the rights of tenants under existing leases, shall be delivered to Buyer on Close Of Escrow.
- D. At Close Of Escrow: (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale; and (ii) Seller shall Deliver to Buyer available Copies of any such warranties. Brokers cannot and will not determine the assignability of any warranties.

Buyer's Initials (_____) (_____)

Seller's Initials (SM) (_____)

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COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 3 OF 11)

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Property Address: 1229 SAN PABLO, Berkely, 94706

Date: December 15, 2015

E. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems and intranet and Internet-connected devices included in the purchase price, and garage door openers. If the Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Owners' Association ("OA") to obtain keys to accessible OA facilities.

10. SECURITY DEPOSITS: Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the Civil Code.

11. SELLER DISCLOSURES:

- A. ENERGY DISCLOSURE: Seller shall provide Buyer, at least 24 hours prior to execution of this Agreement, the Disclosure Summary Sheet, Statement of Energy Performance, Data Checklist, and the Facility Summary for the building as required by Public Resources Code Section 25402.10 and California Code of Regulations, Title 20, Sections 1680 through 1685. This requirement is effective for a building with total gross floor area square footage as follows: more than 50,000 square feet, July 1, 2013; more than 10,000 square feet and up to 50,000 square feet, January 1, 2014; and at least 5,000 square feet up to 10,000 square feet, July 1, 2014. For more information, see <http://www.energy.ca.gov/AB1103/index.html>
- B. NATURAL AND ENVIRONMENTAL DISCLOSURES: Seller shall, within the time specified in paragraph 18, if required by Law: (i) Deliver to Buyer earthquake guides (and questionnaire) and environmental hazards booklet; (ii) even if exempt from the obligation to provide an NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- C. ADDITIONAL DISCLOSURES: Within the time specified in paragraph 18, Seller shall Deliver to Buyer, in writing, the following disclosures, documentation and information:
 - (1) RENTAL SERVICE AGREEMENTS: (i) All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; and (ii) a rental statement including names of tenants, rental rates, period of rental, date of last rent increase, security deposits, rental concessions, rebates, or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any concession, rebate, or other benefit, except as set forth in these documents.
 - (2) INCOME AND EXPENSE STATEMENTS: The books and records, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business, and used by Seller in the computation of federal and state income tax returns.
 - (3) TENANT ESTOPPEL CERTIFICATES: (If checked) Tenant estoppel certificates (C.A.R. Form TEC) completed by Seller or Seller's agent, and signed by tenants, acknowledging: (i) that tenants' rental or lease agreements are unmodified and in full force and effect (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit.
 - (4) SURVEYS, PLANS AND ENGINEERING DOCUMENTS: Copies of surveys, plans, specifications and engineering documents, if any, in Seller's possession or control.
 - (5) PERMITS: If in Seller's possession, Copies of all permits and approvals concerning the Property, obtained from any governmental entity, including, but not limited to, certificates of occupancy, conditional use permits, development plans, and licenses and permits pertaining to the operation of the Property.
 - (6) STRUCTURAL MODIFICATIONS: Any known structural additions or alterations to, or the installation, alteration, repair or replacement of, significant components of the structure(s) upon the Property.
 - (7) GOVERNMENTAL COMPLIANCE: Any improvements, additions, alterations or repairs made by Seller, or known to Seller to have been made, without required governmental permits, final inspections, and approvals.
 - (8) VIOLATION NOTICES: Any notice of violations of any Law filed or issued against the Property and actually known to Seller.
 - (9) MISCELLANEOUS ITEMS: Any of the following, if actually known to Seller: (i) any current pending lawsuit(s), investigation(s), inquiry(ies), action(s), or other proceeding(s) affecting the Property, or the right to use and occupy it; (ii) any unsatisfied mechanic's or materialman's lien(s) affecting the Property; and (iii) that any tenant of the Property is the subject of a bankruptcy.
- D. WITHHOLDING TAXES: Within the time specified in paragraph 18A, to avoid required withholding Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law, (C.A.R. Form AS or QS).
- E. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.
- F. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:
 - (1) SELLER HAS: 7 (or ___) Days After Acceptance to disclose to Buyer whether the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or SSD).
 - (2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or ___) Days After Acceptance to request from the OA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the OA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of OA minutes for regular and special meetings; and (v) the names and contact information of all OAs governing the Property (collectively, "CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the OA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 18B(3). The Party specified in paragraph 7, as directed by escrow, shall deposit funds into escrow or direct to OA or management company to pay for any of the above.

Buyer's Initials (_____) (_____)

Seller's Initials (_____) (_____)

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COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 4 OF 11)

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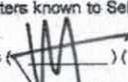
Handwritten initials 'JE' in blue ink.

Property Address: 1229 SAN PABLO, Berkeley, 94706

Date: December 15, 2015

12. ENVIRONMENTAL SURVEY (if checked): Within _____ Days After Acceptance, Buyer shall be provided a phase one environmental survey report paid for and obtained by Buyer Seller. Buyer shall then, as specified in paragraph 18, remove the contingency or cancel this Agreement.
13. SUBSEQUENT DISCLOSURES: In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer of which Buyer is otherwise unaware, Seller shall promptly Deliver a subsequent or amended disclosure or notice in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies disclosed in reports ordered and paid for by Buyer.
14. CHANGES DURING ESCROW:
- A. Prior to Close Of Escrow, Seller may only engage in the following acts, ("Proposed Changes"), subject to Buyer's rights in paragraph 18: (i) rent or lease any vacant unit or other part of the premises; (ii) alter, modify, or extend any existing rental or lease agreement; (iii) enter into, alter, modify or extend any service contract(s); or (iv) change the status of the condition of the Property.
- B. At least 7 (or _____) Days prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of any Proposed Changes.
15. CONDITION OF PROPERTY: Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.
- A. Seller shall, within the time specified in paragraph 18A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.
- B. Buyer has the right to conduct Buyer Investigations of the property and, as specified in paragraph 18B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
- C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.
16. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:
- A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 18B. Within the time specified in paragraph 18B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2); (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property including the availability and cost of flood and fire insurance; (v) review and seek approval of leases that may need to be assumed by Buyer; and (vi) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations except for minimally invasive testing required to prepare a Pest Control Report; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 18B, complete Buyer Investigations and either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all such investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
- C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.
- D. Buyer indemnify and seller protection for entry upon property: Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.
17. TITLE AND VESTING:
- A. Within the time specified in paragraph 18, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 18B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 18A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.

Buyer's Initials (_____) (_____)
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Seller's Initials () (_____)



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Notified

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Property Address: 1229 SAN PABLO, Berkeley, 94706

Date: December 15, 2015

- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- E. Buyer shall receive a standard coverage owners CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.
- 18. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).
 - A. SELLER HAS: 7 (or ___) Days After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 5A, 6, 7, 8B(7), 11A, B, C, D and F, 12, 15A and 17A. Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement if Seller has not Delivered the items within the time specified.
 - B. (1) BUYER HAS: 17 (or ___) Days After Acceptance, unless otherwise agreed in writing, to:
 - (i) complete all Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 8B(7) and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property.
 - (2) Within the time specified in paragraph 18B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.
 - (3) By the end of the time specified in paragraph 18B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 18A, then Buyer has 5 (or ___) Days After Delivery of any such items, or the time specified in paragraph 18B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.
 - (4) Continuation of Contingency: Even after the end of the time specified in paragraph 18B(1) and before Seller cancels, if at all, pursuant to paragraph 18C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 18C(1).
 - C. SELLER RIGHT TO CANCEL:
 - (1) Seller right to Cancel; Buyer Contingencies: If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
 - (2) Seller right to Cancel; Buyer Contract Obligations: Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a letter as required by paragraph 3J(1); (iii) Deliver verification as required by paragraph 3C or 3H or if Seller reasonably disapproves of the verification provided by paragraph 3C or 3H; or (iv) In writing assume or accept leases or liens specified in 8B7; (v) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 25B; or (vi) Provide evidence of authority to sign in a representative capacity as specified in paragraph 23. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
 - D. NOTICE TO BUYER OR SELLER TO PERFORM: The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2 (or ___) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 18.
 - E. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES: If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
 - F. CLOSE OF ESCROW: Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller, and (ii) give the other Party at least 3 (or ___) Days After Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days Prior to the scheduled close of escrow.
 - G. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).

Buyer's initials (_____) (_____)
CPA REVISED 11/14 (PAGE 6 OF 11)

Seller's initials (_____) (_____)



COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 6 OF 11)

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Untitled

SE

Property Address: 1229 SAN PABLO, Berkely, 94706

Date: December 15, 2015

19. REPAIRS: Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable law including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration pursuant to paragraph 15 or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.

20. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final verification of the Property within 5 (or ___) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 15; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).

21. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, OA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.

22. BROKERS:

A. COMPENSATION: Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.

B. BROKERAGE: Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultations and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify, defend, and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representations in this paragraph.

C. SCOPE OF DUTY: Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

23. REPRESENTATIVE CAPACITY: If one or more Parties is signing the Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 40 or 41 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on the Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

24. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4B, 5A, 6, 7, 10, 11D, 17, 18G, 21, 22A, 23, 24, 30, 38, 39, 41, 42 and paragraph D of the section titled Real Estate Brokers on page 11. If a Copy of the separate compensation agreement(s) provided for in paragraph 22A, or paragraph D of the section titled Real Estate Brokers on page 11 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 7C(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 (or ___) Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 7, 11 or elsewhere in this Agreement.

Buyer's Initials (_____) (_____)
CPA REVISED 11/14 (PAGE 7 OF 11)

Seller's Initials (_____) (_____)

COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 7 OF 11)

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Unlisted

Handwritten initials 'E'

Property Address: 1229 SAN PABLO, Berkely, 94706

Date: December 15, 2015

- B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days After Acceptance (or _____). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 10C, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.
- C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 22A and paragraph D of the section titled Real Estate Brokers on page 11. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 22A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.

25. REMEDIES FOR BUYER'S BREACH OF CONTRACT:

- A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.
- B. LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM RID).

Buyer's Initials SE Seller's Initials [Signature]

26. DISPUTE RESOLUTION:

- A. MEDIATION: The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Consumer Mediation Center (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 26C.
- B. ARBITRATION OF DISPUTES: The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 26C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials (SE) (_____)
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Buyer's Initials SE Seller's Initials [Signature]

Buyer's Initials (SE) (_____)
Seller's Initials ([Signature]) (_____)

SE

Property Address: 1229 SAN PABLO, Berkely, 94706

Date: December 15, 2015

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

- (1) EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.
- (2) PRESERVATION OF ACTIONS: The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.
- (3) BROKERS: Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.
- 27. SELECTION OF SERVICE PROVIDERS: Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 28. MULTIPLE LISTING SERVICE/PROPERTY DATA SYSTEM: If Broker is a participant of a Multiple Listing Service ("MLS") or Property Data System ("PDS"), Broker is authorized to report to the MLS or PDS a pending sale and, upon Close Of Escrow, the terms of this transaction to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS or PDS.
- 29. ATTORNEY FEES: In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorneys fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 2
- 30. ASSIGNMENT: Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the written consent of Seller. Such consent shall not be unreasonably withheld unless otherwise agreed in writing. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller (C.A.R. Form ACAA).
- 31. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.
- 32. ENVIRONMENTAL HAZARD CONSULTATION: Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Broker(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Broker(s) has/have made no representation concerning the existence, testing, discovery, location and evaluation of, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.
- 33. AMERICANS WITH DISABILITIES ACT: The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. The ADA can require, among other things, that buildings be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact an attorney, contractor, architect, engineer or other qualified professional of Buyer's or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.
- 34. COPIES: Seller and Buyer each represent that Copies of all reports, documents, certificates, approvals and other documents that are furnished to the other are true, correct and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
- 35. EQUAL HOUSING OPPORTUNITY: The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 36. GOVERNING LAW: This Agreement shall be governed by the Laws of the state of California.
- 37. TERMS AND CONDITIONS OF OFFER: This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initiated by all Parties or if incorporated by mutual agreement in a counteroffer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.
- 38. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.
- 39. DEFINITIONS: As used in this Agreement:
 - A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
 - B. "Agreement" means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.

Buyer's Initials () ()
CPA REVISED 11/14 (PAGE 9 OF 11)

Seller's Initials () ()

COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 9 OF 11)

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Unfiled

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Property Address: 1229 SAN PABLO, Berkeley, 94706

Date: December 15, 2015

- C. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the parties.
 - D. "Close Of Escrow" or "COE" means the date the grant deed, or other evidence of transfer of title, is recorded.
 - E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
 - F. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
 - G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
 - H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
 - I. "Deliver", "Delivered" or "Delivery", unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 11, regardless of the method used (i.e., messenger, mail, email, fax, other).
 - J. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
 - K. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
 - L. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 - M. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
40. **AUTHORITY:** Any person or persons signing this Agreement represent(s) that such person has full power and authority to bind that person's principal, and that the designated Buyer and Seller has full authority to enter into and perform this Agreement. Entering into this Agreement, and the completion of the obligations pursuant to this contract, does not violate any Articles of Incorporation, Articles of Organization, By Laws, Operating Agreement, Partnership Agreement or other document governing the activity of either Buyer or Seller.
41. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by _____ who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by AM/ PM, on _____ (date)).

One or more Buyers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD) for additional terms.

Date 12/15/15 BUYER [Signature]

(Print name) Berkeley Innovative Health

Date _____ BUYER _____

(Print name) _____

Additional Signature Addendum attached (C.A.R. Form ASA).

42. **ACCEPTANCE OF OFFER:** Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

(If checked) SELLER'S ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form CO or SMCO) DATED: _____

One or more Sellers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD) for additional terms.

Date 1-20-16 SELLER [Signature]

(Print name) _____

Date _____ SELLER _____

(Print name) _____

Additional Signature Addendum attached (C.A.R. Form ASA).

(_____/_____) (Do not initial if making a counter offer.) CONFIRMATION OF ACCEPTANCE: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) _____ at _____ AM/ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

SE

Property Address: 1229 SAN PABLO, Berkely, 94706

("Property").

1. **IMPORTANCE OF PROPERTY INVESTIGATION:** The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.
 2. **BROKER OBLIGATIONS:** Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.
 3. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKER.**
 - A. **GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and nonstructural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
 - B. **SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
 - C. **WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
 - D. **SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
 - E. **WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
 - F. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
 - G. **EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
 - H. **FIRE, HAZARD AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
 - I. **BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size.
 - J. **RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
 - K. **SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.
 - L. **NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of Internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.
- By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.

Buyer Berkeley Innovative Health

Buyer _____

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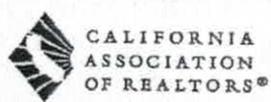
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BIA REVISED 11/14 (PAGE 1 OF 1)

Reviewed by _____ Date _____

BUYER'S INSPECTION ADVISORY (BIA PAGE 1 OF 1)

Elliot Lewis, Broker 212 SANTA ANA Long Beach, CA 90803 Phone: 562-576-3790 Fax: (562) 436-1132
ELLIOT LEWIS Produced with zipForm® by zipLogic (8070 Fessen Mile Road, Fraser, Michigan 48026 www.zipLogic.com

SE



POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT (C.A.R. Form PRBS, 11/14)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: (a) Broker, without the prior written consent of the Buyer, will not disclose to seller that the Buyer is willing to pay a price greater than the offered price; (b) Broker, without the prior written consent of the seller, will not disclose to the buyer that seller is willing to sell property at a price less than the listing price; and (c) other than as set forth in (a) and (b) above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Signature lines for Seller, Buyer, and Real Estate Broker (Firm) with fields for CalBRE Lic # and Date. Includes handwritten signature and date 1-20-16.

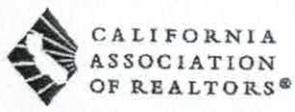
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Reviewed by _____ Date _____



SE



**DISCLOSURE REGARDING
REAL ESTATE AGENCY RELATIONSHIP**

(Selling Firm to Buyer)
(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/14)

(If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(k) and (m).
When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.
To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.
To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

Buyer Seller Landlord Tenant _____ Date 10/06/2015
Bonnie innovative Health

Buyer Seller Landlord Tenant _____ Date _____

Agent _____ BRE Lic. # _____

By _____ Real Estate Broker (Firm) _____ BRE Lic. # _____ Date _____
(Salesperson or Broker-Associate)

Agency Disclosure Compliance (Civil Code §2079.14):

- When the listing brokerage company also represents Buyer/Tenant: The Listing Agent shall have one AD form signed by Seller/Landlord and a different AD form signed by Buyer/Tenant.
- When Seller/Landlord and Buyer/Tenant are represented by different brokerage companies: (i) the Listing Agent shall have one AD form signed by Seller/Landlord and (ii) the Buyer's/Tenant's Agent shall have one AD form signed by Buyer/Tenant and either that same or a different AD form presented to Seller/Landlord for signature prior to presentation of the offer. If the same form is used, Seller may sign here:

Seller/Landlord _____ Date _____ Seller/Landlord _____ Date _____

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Reviewed by _____ Date _____



SE

Strawberry Walk
5591 Lawton Avenue
Oakland, CA 94618

January 27, 2016

Ryan Monsanto, dba The Cannabis Center
1714 Pheasant Dr.
Hercules Ca 94547

RE: Lease Availability for 1440 University Avenue, Berkeley, CA

Dear Ryan:

The proposed lease for this address is still available at the rate of \$3,800 per month from March 1, 2016. If the offer to lease is not accepted before March 1, the rent is not guaranteed. Hope your permit application goes smoothly and efficiently.

Yours truly,



Cecile Isaacs

3243 RE Holdings support for iCann

RECEIVED

JAN 28 2016

LAND USE PLANNING

Trevor Pratte

Thu 1/28/2016 4:42 PM

To:Kris Krane <kris@4front-advisors.com>; Kitshwa Genama <kikisf@live.com>;

January 28,2015

To Berkeley Medical Cannabis Commission

My name is Trevor Pratte and I am managing member of 3243 RE Holdings, an LLC and current owner of the building at 3242 Sacramento St. in Berkeley.

I am writing this letter to confirm that iCann Health Center has a current and valid lease to use this property for their proposed Senior Health Center dispensary.

The lease was entered into on 4/28/2015 and all terms and provisions remain valid today.

3243 RE Holdings purchased this property specifically for this project, and we are deeply committed to Sue Taylor and her family's vision for a senior focused cannabis dispensary.

We look forward to a long working relationship with Sue and the iCann team, and to renovating this property to help beautify the surrounding community.

Thank you,

Trevor Pratte

Managing Member, 3243 RE Holdings