
BGC Inc.

City of Benicia

Commercial Cannabis

**Proposal
for a**

Retail Cannabis Dispensary

at 1401 East 5th Street

Submitted By

Brian Kaiser

BGC Inc.

1072 West K Street

Benicia, CA 94510

BGC Inc.
City of Benicia
Proposal for Cannabis Retail Permit
Table of Contents

Letter of Intent	Pages 2 to 3
Summary Project Plan	Pages 4 to 14
Exhibit: Pro Forma and Budget	Pages 15 to 19
Exhibit: Wage Scale	Pages 20 to 21
Exhibit: Proof of Capitalization	Pages 22 to 39
Exhibit: Letter to Neighbors	Pages 40 to 41
Exhibit: Employment Policies	Pages 42 to 54
Preliminary Cannabis Application	Pages 55 to 62
Exhibit: Conceptual Building Floor and Site Plan, Elevations, Roof Plan	Pages 63 to 66
Exhibit: Vicinity Map	Pages 67 to 68
Exhibit: Benicia Cannabis Retail Zoning Map	Pages 69 to 71
Exhibit: Images of Existing Property	Pages 72 to 75
Cannabis Public Safety Application	Pages 76 to 88
Comprehensive Security Plan	Pages 89 to 108
Security Site and Floor Plan	Pages 109 to 110
Owners Government Issued IDs	Pages 111 to 112
Corporate Organizational Documents	Pages 113 to 142
Certification	Pages 143 to 144
Payment: Copy of Certified Check	Pages 145 to 146

BGC Inc.
City of Benicia
Proposal for Cannabis Retail Permit

Letter of Intent

September 10, 2018
City of Benicia
250 East L Street
Benicia, CA 94510
Attn: Community Development Department

RE: Letter of Intent - Request for Proposals: Cannabis Retail and Microbusiness Operators

I, the undersigned, attest that I am a duly authorized representative of the cannabis business operator applicant, which is identified below:

Name of Business:	BGC Inc.
Address of Proposed Business Location:	1401 East 5th Street, Benicia, CA 94510
Assessor's Parcel Number:	088-092-040
Name of Applicant:	BGC Inc.
Business Address of Applicant:	1072 West K Street, Benicia, CA 94510
Applicant Phone Number:	(215) 704-0510
Applicant Email Address:	Vallejorelifcenter@gmail.com

I understand that I will be expected to receive all notices at the Business Address of the Applicant and consent to receiving notices and communications at the phone number and email address listed above.

I am interested in starting a retail cannabis business operation. Further, I attest that I have secured an agreement for the Proposed Business Location listed above, for a minimum of four (4) years, and that said location is eligible for cannabis business operations per City regulations.

Please find enclosed a complete application for this cannabis business proposal, including:

- Summary Project Plan
- Preliminary Cannabis Application
- Cannabis Public Safety License Application
- One (1) payment of \$20,000 payable to the City of Benicia

If I am selected to submit for a CUP I will apply for this permit within 60 days of the receipt of the letter of authorization from the City of Benicia Community Development Department. I understand that failure to apply for the CUP within that time period automatically forfeits my opportunity to apply.

I further understand that failing to meet any of the requirements of the RFP or applicable City regulations shall lead to automatic revocation of any award letter.

Sincerely,


Brian Kaiser, CEO 9/10/18

BGC Inc.
City of Benicia
Proposal for Cannabis Retail Permit

Summary Project Plan

SUMMARY PROJECT PLAN

BGC Inc. is pleased to present this summary project plan addressing each of the items requested by the City of Benicia. Each of the following items is addressed below.

Part 1	BGC's Proposed Location and Design Will Replace a Vacant Eyesore with a Vibrant Business that Will Fit Beautifully in the Neighborhood	Page 1
Part 2	BGC Brings an Experienced, Professional Team and a Strong, Well-Financed Business Plan	Page 3
Part 3	BGC Will Bring Substantial Benefits to the Community	Page 5
Part 4	BGC Will Enhance Product Safety Beyond Legal Requirements	Page 6
Part 5	BGC Will Operated in a Sustainable Fashion and Bring Environmental Benefits	Page 7
Part 6	BGC Will Offer Good Jobs in a Positive Work Environment	Page 8
Part 7	BGC Is a Local Enterprise	Page 8
Part 8	BGC Will Protect Air Quality	Page 9
Part 9	BGC Will Operate a Safe and Secure Facility	Page 10

Part 1: BGC's Proposed Location and Design Will Replace a Vacant Eyesore with a Vibrant Business that Will Fit Beautifully in the Neighborhood

Location Description and Background

Conveniently located just off Highway 780, BGC's proposed location at 1401 East 5th Street is perfectly placed to serve the needs of Benicia's residents and to tap in to the potential consumer bases of surrounding regions such as Antioch, Concord, Martinez, Pleasant Hill, Walnut Creek, Fairfield, and Vacaville, which do not currently permit recreational cannabis sales. The location is also easily accessible via public transportation, with a Soltrans Yellow line bus station on the same block providing express service to and from the Pleasant Hill and Walnut Creek BART stations as well as the Vallejo Transit Center.

Selecting this location also serves to renovate an underdeveloped eyesore that has remained vacant and unused for more than a decade, and replace it with a modern and natural design aesthetic aimed to ensure the building is architecturally compatible with the surrounding storefront and building exteriors in terms of materials, color, windows, lighting, sound and overall design. Photographs of the existing building are included in the attached *Preliminary Cannabis Application*, as are a conceptual building floor and site plan and elevations showing the proposed

renovated site. BGC's proposed design would add green walls to the building's exterior that blend with the natural stone masonry on the existing building.

The location requires large-scale renovations and updated landscaping. BGC plans to remove the existing chain link fence. The facade will incorporate large unobstructed windows providing natural light into the lobby. Pedestrian improvements include an accessible walkway. The interior will incorporate a consistent design aesthetic incorporating natural wood, and will serve as a peaceful, welcoming space to entice customers to the retail store and increase visitor traffic for local businesses.

BGC's proposed business, as a retail store and delivery service, can aptly serve the local customer base and capitalize on the customer base of the surrounding region. Particularly along the I-680 corridor, neighboring communities are underserved (if not unserved) by legal cannabis retail stores and delivery operations. Although the design of the facility and the proposed business is geared primarily towards service as a brick and mortar store, including delivery services provides convenience and access to residents who are uncomfortable or unable to visit the retail store in person, such as older residents who cannot drive. To that end, the proposed layout of the property is also well suited for delivery services, with a separate entrance and secure access point from the alley behind the building providing easy and safe access to vendors and delivery transport services distinct from the traffic flow of customers.

The location has its own parking lot and off-street parking available to customers, offering eighteen parking spots and including two accessible parking spots. Street parking is also readily available along the East N cross street. It is also properly zoned for cannabis retail as general commercial and more than 600 feet from the nearest school. Supporting details are found in the *Preliminary Cannabis Application* attachments.

BGC is determined to be a good neighbor. Prior to applying for this permit, BGC has been reaching out to nearby businesses to inform those businesses of BGC's plans for the location, to solicit feedback from the community, and to open channels of communication with BGC. BGC's CEO Brian Kaiser is in the process of meeting with local businesses, to hand-deliver a letter providing information about BGC's proposed business and contact information so that neighborhood businesses can easily ask any questions or voice any concerns to BGC. If selected, BGC would also deliver letters to all businesses and residents within a 600-foot radius.

BGC's Positive Presence and Nuisance Abatement

BGC is determined to be a positive force in the community. BGC employees and security personnel will work diligently to correct any objectionable conditions, in accordance with and beyond the reasonable steps required under Benicia's regulations.

As discussed above, one of the of the major advantages to the proposed location is that it serves to reinvigorate a property that is currently vacant and in disrepair, and which, in its current state, attracts blight and nuisance-type activity. Security personnel, video monitoring, and adequate lighting will mitigate and deter littering, illegal dumping, vandalism, and other nuisance activity and crime-related problems on and around the property.

Preventing Loitering Activity

BGC plans to prevent and deter loitering by BGC employees, owners, managers, customers, members, patrons, guests and invitees in public areas, sidewalks, alleys and areas surrounding the property and adjacent premises during the business hours of the cannabis business with by communicating, ensuring there is adequate security on-site to discourage congregation, and with landscaping that limits loitering by not utilizing furnishings or features that create space for people to congregate. This is demonstrated in the attached *Preliminary Cannabis Application (Floor and Site Plan)*.

Planning for Parking and Increased Traffic

BGC has also carefully considered how this location might affect traffic conditions. Located on an arterial street only a few hundred feet from the I-780 entrance, the building is ideally located to avoid additional traffic to residential streets. With a parking lot accessible from East N Street, and a separate alley behind the building for vendor and delivery vehicles, vehicle traffic to BGC will not affect 5th street and the exits or entrances directly next to the freeway.

BGC's site plan identifies 18 parking spaces, including 2 accessible parking spaces. The entire building is 5,000 square feet. While 18 spots is slightly below the 20-spot guideline provided in Benicia Municipal Code Section 17.74.030, 18 spots is more than adequate for needs and is far greater than what any other available building can provide. Currently there are no hourly parking restrictions and street parking is readily available, but should street parking become an issue on East N Street, BGC is committed to working with the City and investing in solutions to stop the increased traffic from impacting parking for local businesses and residents on and around East N Street.

Part 2: BGC Brings an Experienced, Professional Team and a Strong, Well-Financed Business Plan

BGC is primed to launch a business that will bring commerce and tax revenue.

BGC's Outstanding Leadership Team

CEO Brian Kaiser has been managing legal retail dispensaries for more than a decade. He currently is the general manager of the Vallejo Relief Center, a fully licensed dispensary, where he has worked for more than two years. Prior to that, he was owner and CEO of Alternate Route, one of the first permitted dispensaries in Los

Angeles. Mr. Kaiser's work at Vallejo Relief Center has included overseeing the 2018 transition into the state-regulated cannabis market. This has required bringing the operation into compliance with the new and rapidly-evolving state regulations, as well as understanding the changing needs and tastes of customers. BGC offers Mr. Kaiser a chance to launch a first-class retail store in his longtime hometown.

Jenelle Shreck brings extensive knowledge and experience with the cannabis supply chain. She has been a key part of a family-owned cultivation business, Green Crown Enterprises, in Mendocino County for more than four years, including under Mendocino County's local registration program and, in 2018, under the new state licensing program. Her knowledge of cannabis cultivation and network of contacts will allow BGC access to high-quality products, especially from smaller operators using environmentally sensitive cultivation methods in California's historic cannabis country.

Igor Goldenstein brings additional business and financial acumen. For over ten years, he was the Director of Overseas Products with Gerald Metals, one of the world's largest commodity merchanting and trading companies with over \$10 billion in annual turnover. He was responsible for managing the company's resource and commodity trading and shipping group, and gained experience in project management, risk management, finance, and accounting. His vast experience in the highly-regulated financial world will prove invaluable to BGC. In addition, he recently co-founded Vista Development Enterprises, Inc., which opened and operates a 132,000 square foot facility in Hayward that is licensed for cannabis distribution and which is pursuing licensure for cultivation. His experience in the licensing process through the City of Hayward and the Bureau of Cannabis Control will well serve BGC as it moves forward with local and state licensing for its planned Benicia dispensary.

Kieran Ringgenberg brings regulatory and compliance expertise. His law practice focuses on the cannabis industry, and with years of experience in local and state licensing and regulatory compliance, he will help assure that BGC operates in an exemplary compliance posture, even on the ever-shifting regulatory grounds that California's market will represent over the coming years.

BGC's Day-to-Day Operations

BGC plans to operate both a retail storefront and a delivery business.

The retail storefront will be open for business from 10:00 a.m. through 8:00 p.m., unless further restricted by the City during the permitting process. After passing through the security checkpoint, customers will wait in the lobby until called into the dispensary service area. The service area will be clean and well-lit, featuring product displays under secure custom cabinetry provided by [Bud Bar](#). No more than two customers will be permitted in the service area per staff member. There, they will examine the options available, discuss products with a well-trained and friendly staff, and make purchases.

The delivery operation will involve taking orders online and by phone, and making delivery of those orders by employees operating delivery vehicles during legally permissible hours. Vehicle loading will occur via the separate vendor entrance, under careful monitoring as set out in the security plan.

Incoming vendor deliveries will occur via the separate vendor entrance, with a segregated room for accepting incoming deliveries and meeting with vendors.

Timeline

An estimated timeline to complete the permitting process and open for business is set out below.

December 2018	Announcement of Selected Applicants
January/February 2019	Submission of Use Permit
March/April 2019	Public Hearing and Planning Commission
April to August 2019	Building Permits, Construction, Benicia License, State License
September 2019	Open for Business

Financial Information

Attached is a budget and pro forma showing start-up costs, operating costs. Also attached is documentation of financing in the amount of \$5,000,000, which is more than adequate to cover start-up costs and three months of operating costs.

Part 3: BGC Will Bring Substantial Benefits to the Community

A Unique Opportunity to Refurbish and Make Use of a Long-Vacant Building

Visitors to Benicia approaching from the East 5th Street exit from I-780 are currently greeted by a dilapidated building surrounded by weeds and a chain-link fence. Projects that could support the investment necessary to renovate the building are rare. BGC's proposed project is one of the few to come along in a decade. All of Benicia, and particularly the surrounding businesses, will benefit from the renovation of the former Sundowner building and its rebirth as a hub of commerce and magnet to visitors from nearby communities.

Tax Revenue

Owing to an experienced and well-financed team, and a location that is situated to draw customers from nearby communities, BGC anticipates brisk sales that will bring Benicia needed tax revenue. As set out in the *Pro Forma and Budget*, BGC projects more than \$2.5 million in gross receipts tax revenue to Benicia over the first five years of operation (assuming the 6% gross receipts tax is approved by voters).

Partnership with Local Organizations

BGC is committed to partnering with neighboring businesses and working with

neighborhood groups. It has already begun attempting to identify good community partners who are willing to work with a cannabis business, which is always a challenge. To date, BGC has identified the Benicia Public Library as a community partner in need of support. BGC is excited to support the public library in its mission, particularly as funding for its programs is under threat. BGC has also identified Canvasback Missions, Inc., a Benicia-based 510(c)(3) organization that provides health care, health education, and wholeness to Pacific island peoples, as a community partner doing important work in need of support. As BGC moves forward with its outreach as the application moves forward, it will continue to attempt to develop additional relationships, including with local senior groups, veterans groups, and other community organizations to be sure to productively engage and support these organizations.

Local Hiring and Local Products

BGC is also committed to hiring employees for the retail dispensary who are local residents and to relying on locally-based vendors. BGC will actively recruit in Benicia for its employees, will work with the City and local groups to identify candidates.

To the extent that cannabis cultivators, manufacturers, and distributors achieve licensure in Benicia, BGC is committed to supporting those local businesses by acquiring inventory from them. Moreover, BGC intends to preference local vendors for other services and materials, including suppliers such as Purge Labs, with whom the BGC team already has an existing relationship.

Wellness Initiative

BGC plans to launch a wellness and education initiative, which will provide educational seminars on topics such as substance abuse and dependence, medical uses of cannabis for senior citizens, safe practices for dosage and consumption, as well as various support groups including meditation, anxiety and depression, and women's support groups.

Community Outreach and Communication

BGC's CEO Brian Kaiser is in the process of reaching out to neighboring businesses and hand-delivered a letter explaining BGC's interest in opening a cannabis retail store at 1401 E 5th Street, providing those businesses with his contact information. A copy of the letter is attached. The feedback received to date is positive, largely owing to the desire to find a use for the currently vacant and poorly maintained building. In the event BGC is selected, BGC will distribute additional information about the project to all local residents and businesses within a 600 foot radius, and seek input from those residents and the larger Benicia community. This will ensure that residents have the opportunity to voice their concerns and BGC is made aware of any concerns and can address them in connection with its Use Permit and public hearing before the Planning Commission.

Part 4: BGC Will Enhance Product Safety Beyond Legal Requirements

Product safety is the cornerstone of a successful regulatory industry and of BGC's mission. In addition to complying with local and state laws and regulations that facilitate product safety, BGC aims to provide additional product safety beyond compliance with the regulatory safeguards through its inventory selection and education.

Testing and Safety

BGC is committed to selling only high-quality, safe products. As a result, all of its products will be lab-tested to the highest commercially available standards, including for cannabinoid dosage, moisture, residual solvents and processing chemicals, foreign matter, pesticides, microbial impurities, homogeneity of edibles, and, as testing becomes commercially available, terpenoids, mycotoxins, heavy metals, and water activity testing. These will confirm both that customers receive only safe products free from contaminants, and that the dosage is consistent with their expectations.

Inventory Selection

Although the regulations prohibit advertising which targets minors, some cannabis products, such as edible gummy candies in certain shapes are, by their nature, more appealing to children, regardless of how they are advertised. BGC plans to curate its inventory and not sell these types of products. Additionally, while regulations allow medical cannabis products to contain higher THC concentrations than the per serving and per package limits of adult-use edibles, BGC will only sell edibles within the adult-use limits. This will mean none of the very high-dosage products will be sold.

Education

Consumer education is the most important and effective tool in increasing cannabis product safety. As mentioned above, BGC plans to provide educational programs as part of its wellness initiative. These programs will include in depth discussions covering various aspects of product safety, including proper dosage and product selection, to keeping products out of the hands of children and minors, to mental health and substance abuse. Literature available with exit packaging will also provide consumers with information covering best practices for storing cannabis products, dosing practices, side effects, risks of driving under the influence of cannabis etc.

Part 5: BGC Will Operated in a Sustainable Fashion and Bring Environmental Benefits

As a members of the community of Benicia and as a citizens of the world, BGC and its owners appreciate the importance of creating a sustainable, environmentally friendly business that protects our environment and preserves California's precious

natural resources. BGC recognizes environmentally sound business practices as an integral part of BGC's mission and purpose. To that end, BGC plans to implement green business practices that reduce energy consumption, conserve water, eliminate waste from its operations, and also plans to partner with businesses that share these values.

BGC will reduce net energy use by installing solar panels after the installation of the necessary new roof is complete. This will generate clean power without use of fossil fuels. BGC will reduce electrical use by installing energy-efficient new HVAC systems, Energy Star-certified appliances, and energy-efficient lighting including LEDs. BGC also plans to enroll in PG&E's [ClimateSmart Program](#) or a similar program to offset the carbon footprint of its grid-based electrical usage with positive environmental action such as forest restoration.

Water use will be reduced by using low-flow toilets and sustainable landscaping. BGC plans to consult with a landscape professional recommended by [Sustainable Solano](#) to create a water-efficient landscaping plan.

In evaluating suppliers, BGC will consider their environmental stewardship, and will favor suppliers who use environmentally sensitive cultivation and manufacturing practices. Jenelle Schreck's longstanding connections in the Mendocino County cultivation community will particularly facilitate supplier relationships with smaller, environmentally-friendly providers. BGC will also favor suppliers who minimize wasteful packaging, particularly non-recyclable plastic.

Part 6: BGC Will Offer Good Jobs in a Positive Work Environment

BGC will strive to be an outstanding employer.

BGC is committed to providing training and educational opportunities, which will both allow the employees to further their career development as well as to better serve BGC's customers. BGC believes the best and most suitable educational opportunities are in-house and directed by BGC's experienced leadership team. Training will include cannabis and cannabis product knowledge, as well as appropriate consumer education, legal and regulatory compliance, and safety. Initial training will be provided to all new employees, and continuing education will be available on an ongoing basis to cover new products, customer service and consumer education improvements, and regulatory changes. In addition to BGC-directed training and education, outside experts including vendors will also be invited to present to employees provide unique insight and grow employee knowledge bases.

BGC will also be a complaint employer. Wage and hour requirements will be met, including required employee rest breaks, meal breaks, and overtime. BGC will also comply with the Healthy Workplaces, Healthy Families Act of 2014 by providing paid sick days (CPSL), as well as family leave under California Family Rights Act and

the federal Family and Medical Leave Act. These matters will all be managed through BGC's payroll system to assure accurate recordkeeping. BGC's compliance-related employment policies, including on CPSL and family leave, as will be found in its employee handbook, are attached as an exhibit.

BGC will pay its employees a fair, living wage. BGC will pay no employee less than 150% of the applicable minimum wage. An anticipated wage schedule is attached as an exhibit, demonstrating compliance.

BGC does not expect to have 20 or more employees, so will not be required to enter into a Labor Peace Agreement by state law. If BGC reaches 20 employees, it would commit to a labor peace agreement and will identify the appropriate labor organization with whom to negotiate the details of the agreement.

Part 7: BGC Is a Local Enterprise

BGC's CEO, Brian Kaiser, is a Benicia resident. He has, for more than two years, managed a successful and licensed retail dispensary, Vallejo Relief Center, in nearby Vallejo. BGC offers Mr. Kaiser a chance to launch a first-class dispensary in his hometown. With a Benicia resident as an owner and principal executive, BGC is a local enterprise.

BGC is a newly incorporated business and therefore has no tax compliance to report upon.

Part 8: BGC Will Protect Air Quality

Air quality is essential to the healthy atmosphere BGC seeks for its clients and employees. BGC will ensure odor does not negatively affect any customers or employees in the facility or neighborhood, through the following means.

Pre-Packaged Product

As a retailer without any other license at the same facility, under the current applicable regulations, BGC would receive all cannabis and cannabis products pre-packaged for consumer sale. For example, cannabis flowers typically would arrive in jars or bags. As a result, any odors from cannabis and cannabis product on site would be minimal.

Air Treatment

In order to have minimal impact on both the outside and inside environment, BGC will use a carbon filtering and exhaust system to control the flow of air throughout the facility and to capture fragrances from odor-causing terpenoids.

The facility will utilize active carbon filters and scrubbers to treat the inside environment. The carbon filtration system uses a porous surface that effectively traps

airborne fragrances. Fans used in conjunction with the filters force air to pass through the carbon filters.

Negative Pressure Environment

The filtration system described above also ensures a slight negative pressure is maintained in rooms containing cannabis or cannabis products. This negative pressure creates a subtle vacuum, ensuring that air comes in rather than out when any doors to the area are opened. The system also controls the release of any air from the facility and ensures that any exiting air is filtered first so that it produces the least impact on the surrounding environment.

Properly Sealed Facility

BGC will ensure each room, door, and window is properly sealed. This eliminates the potential for air to escape in the event the building loses power due to a power outage and also conserves energy used to maintain the rooms' environment.

Working with the Community

BGC plans to maintain open channels of communication with the surrounding community so that it can effectively respond to any concerns regarding odor control. Neighboring businesses and the public will have easy access to BGC's contact information, ensuring that its employees can quickly resolve any issues that arise and maintain a positive relationship with the community.

Part 9: BGC Will Operate a Safe and Secure Facility

To ensure maximum levels of safety, BGC has retained Michael Yoell, retired command officer with the Oakland Police Department, the Managing Partner of Core Security Solutions, Inc., and the Qualified Manager of Michael Glenn Investigations, to assess security at the facility and prepare a detailed security plan. Mr. Yoell has overseen the security measures at numerous cannabis businesses and has developed the comprehensive security plan for BGC Inc. at the proposed location. It is included in the attached *Public Safety Application*.

As set out in more detail in the security plan, BGC will utilize a 24/7 centrally monitored safety and security system capable of detecting and alerting management and emergency responders of fire, burglary, robbery, and other potential security and safety incidents. It will also install a state-of-the-art surveillance system that electronically monitors and records all interior and exterior areas and will contract with a licensed alarm company to provide a comprehensive security, surveillance, smoke, fire and robbery alarm system. 'Man-Trap' door and cage systems will be utilized at all main entrances and transportation points within the facility to provide an added layer of security. And, in addition, a uniformed, armed security team will patrol the BGC facility. Security staff will be trained in non-confrontational and de-escalation techniques that utilize verbal communication and limited physical force techniques.

BGC Inc.
City of Benicia
Proposal for Cannabis Retail Permit

Exhibit to Summary Project Plan
Pro Forma and Budget

BGC Inc.
City of Benicia
Proposal for Cannabis Retail Permit

Exhibit to Summary Project Plan
Wage Scale



BGC Inc.
City of Benicia
Proposal for Cannabis Retail Permit

Exhibit to Summary Project Plan
Proof of Capitalization

BGC Inc.
City of Benicia
Proposal for Cannabis Retail Permit

Exhibit to Summary Project Plan
Letter to Neighbors

Dear City of Benicia Business Owner:

I am a Benicia resident, and am writing to let you know about exciting plans to renovate the former Sundowner Bar and Grill, located at 1401 East 5th Street. We aim to turn that building into high-quality, licensed cannabis dispensary.

As I am sure you are aware, the former Sundowner building has been vacant and unused for more than ten years. The building is in disrepair. Visitors to Benicia entering on East 5th are greeted by a chain link fence and weeds.

Our company, BGC Incorporated, is currently applying for a permit from the City of Benicia to operate a cannabis dispensary at the site. If that permit is granted, we plan to extensively renovate the building, making it a beautiful show room rather than an eyesore.

I have significant experience in the cannabis industry, having managed licensed dispensaries in both Los Angeles and Vallejo. Along with a terrific team of other professionals, we plan to operate a first-class facility that is legal and contributes positively to the community. We are committed to being a good neighbor, and that starts with a completely safe facility featuring highly-trained security staff and a sophisticated electronic security system. It also means hiring local residents and buying goods and services from other local vendors.

In addition to serving the needs of local residents, we believe the former Sundowner location – close to the freeway and with ample parking – will bring visitors and tax-dollars from nearby communities as well, many of which have chosen not to allow cannabis retail stores. We believe this will benefit other businesses in Benicia.

Being a good neighbor also means being sensitive to your concerns and needs. If you have any questions about our project, please do not hesitate to contact me. I can be reached by phone at (215) 704-0510 or email at vallejoreliefcenter@gmail.com.

Very truly yours,

Brian Kaiser

BGC Inc.
City of Benicia
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Exhibit to Summary Project Plan
BGC Inc.
Employment Policies

EQUAL OPPORTUNITY EMPLOYMENT

BGC is an Equal Opportunity Employer. BGC does not discriminate against qualified employees, volunteers, unpaid interns, or applicants, because of race, color, religion, sex, sexual preference, sexual identity, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, military status, marital status, religion, or any other characteristic protected by federal or state law or local ordinance. When necessary, BGC will reasonably accommodate employees and applicants with disabilities if the person is otherwise qualified to safely perform all of the essential functions of the position.

OVERTIME

Non-exempt employees may be required to work overtime. Non-exempt employees are paid overtime for all hours worked over 8 hours in 1 day or over 40 hours in a workweek. In order to work overtime, you must obtain prior advance approval from your supervisor. Working overtime without permission may result in discipline, up to and including termination of employment.

REST AND MEAL BREAKS

Rest Breaks

Non-exempt employees are entitled to a paid 10-minute rest break for shifts from 3½ to 6 hours in length, a 20-minute rest break for shifts of more than 6 hours and up to 10 hours, and a 30-minute rest break for shifts of more than 10 hours and up to 14 hours. Employees should take their rest breaks in the middle of the work period to the extent that it is practicable.

Meal Breaks

Non-exempt employees who work 5 hours or more are entitled to an uninterrupted unpaid 30-minute meal break every 5 hours. The meal break must be taken no later than the end of the 5th hour. An employee is entitled to a second meal period only if he or she works more than 10 hours per day. The second meal period must be taken no later than the employee's 10th hour of work.

SICK LEAVE POLICY

As of July 1, 2015, California law provides for mandatory sick leave under AB 1522, the Healthy Workplaces, Healthy Families Act.

Eligible employees can earn sick leave at the rate of 1 hour of paid sick time for every 30 hours worked. You will need to meet the 90-day employment requirement before taking any paid sick leave. If you are an exempt employee, you are presumed to work 40 hours per workweek for purposes of sick time accrual. However, if your normal workweek is less than 40 hours, your accrual will be based on your normal workweek. BGC does not pay employees for unused paid sick leave. If you are rehired within 1 year of separation from employment, you may be eligible for reinstatement of previously accrued paid sick time.

You may earn a maximum of 6 days or 48 hours of paid sick time. After you have reached this maximum amount, no further additional paid sick time will be earned until some or all of the accrued paid sick time is used.

The maximum amount of paid sick time you can use in each year of employment is 3 days or 24 hours, regardless of how much paid sick time you have earned.

Qualifying Reasons for Paid Sick Leave

You may use paid sick time for any of the following reasons:

- Diagnosis, care, or treatment of an existing health condition for yourself or a covered family member;
- Preventive care for yourself or a covered family member;
- For certain, specified purposes when you are a victim of domestic violence, sexual assault, or stalking.

For purposes of this policy, a covered family member includes the following:

- A child, defined as a biological, foster, or adopted child; a stepchild; or a legal ward, regardless of the age or dependency status of the child. A child may also be someone for whom you have accepted the duties and responsibilities of raising, even if he or she is not your legal child.
- A parent, defined as a biological, foster, or adoptive parent; a stepparent; or a legal guardian of yourself, your spouse, or your registered domestic partner. A parent may also be someone who accepted the duties and responsibilities of raising you when you were a minor child, even if he or she is not your legal parent.
- A spouse.
- A registered domestic partner.

- A grandparent.
- A grandchild.
- A sibling.

Use of Paid Sick Leave

If the need for paid sick leave is foreseeable, you are to provide advance notice to your supervisor. If the need is not foreseeable, you are to provide notice to your supervisor as soon as practicable.

Your use of paid sick time may run concurrently with other leaves under federal, state, or local law.

Paid sick leave can be used in increments of 2 hours.

FAMILY CARE AND MEDICAL LEAVE POLICY

BGC will provide family and medical care leave for eligible employees, as required by state and federal law, including leaves under the federal Family and Medical Leave Act of 1973 (FMLA) (which includes Military Caregiver Leave, also known as Covered Servicemember Leave), the California Family Rights Act (CFRA), and the Paid Family Care Leave Act (PFCLA). An individual who is entitled to leave under the FMLA and the CFRA must take Family Temporary Disability Insurance (FTDI) leave concurrently with leave taken under the FMLA and the CFRA.

DEFINITIONS

In implementing this policy, the following definitions will apply.

“12-Month Period” means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.

“Child” means a child under 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee’s child is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, or foster child, a step-child, a legal ward, a son or daughter of a domestic partner, or a son or daughter to whom the employee stands in loco parentis (in place of a parent).

“Parent” means the biological, foster, or adoptive parent of an employee or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.

“Spouse” means a husband or wife as defined or recognized under California state law for purposes of marriage.

“Domestic Partner” means a partner as defined in Section 297 of the Family Code.

“Family Member” means a Child, Parent, Spouse, or Domestic Partner as defined in this family care and medical leave policy.

“Serious Health Condition” means an illness, injury impairment, or physical or mental condition that involves:

(1) Inpatient care (*i.e.*, an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (*i.e.*, inability to work or perform other regular daily activities because of the serious health condition, treatment involved, or recovery therefrom); or

(2) Continuing treatment by a health care provider (*i.e.*, a serious health condition involving continuing treatment by a Health Care Provider as defined under federal or state law).

“Health Care Provider” has the same meaning as defined under the FMLA and CFRA.

REASONS FOR LEAVE

Leave is only permitted for the following reasons:

- (1) The birth of a child or to care for a newborn of an employee or the employee's domestic partner;
- (2) The placement of a child with an employee in connection with the adoption or foster care of the child by the employee or the employee's domestic partner;
- (3) To care for a child of the employee, spouse, or domestic partner who has a serious health condition;
- (4) Because of a serious health condition that makes the employee unable to perform the functions of his or her position; or
- (5) To care for a parent, spouse, or domestic partner who has a serious health condition.

EMPLOYEES ELIGIBLE FOR LEAVE

An employee is eligible for leave if the employee:

- (1) Has been employed for at least 12 months; and
- (2) Has been employed for at least 1250 hours during the 12-month period immediately preceding the commencement of the leave.

BGC counts FMLA-CFRA leave using a "looking back" method, meaning that if an employee requests FMLA-CFRA leave, BGC looks back over the preceding 12 months to determine if the employee has taken FMLA-CFRA leave during that time period. If the employee did take FMLA-CFRA leave, then that time would be deducted from the amount of leave for which the employee is now eligible. If the employee has not taken any FMLA-CFRA leave, then the employee would be eligible for all 12 weeks of FMLA-CFRA leave.

AMOUNT OF LEAVE

Eligible employees are entitled to a total of 12 workweeks of leave during any 12-month period.

MINIMUM DURATION OF LEAVE

If leave is requested for the birth, adoption, or foster care placement of a child of the employee or domestic partner, leave must be concluded within 1 year of the birth or placement of the child. In addition, the basic minimum duration of such leave is 2 weeks. However, an employee is entitled to leave for one of these purposes (*e.g.*, bonding with a newborn) for at least 1 day, but less than 2 weeks' duration on any 2 occasions.

If leave is requested to care for a child, parent, spouse, or domestic partner or for the employee himself or herself with a serious health condition, there is no minimum amount of leave that

must be taken. However, the notice and medical certification provisions of this policy must be complied with.

SPOUSES BOTH EMPLOYED BY BGC

In any case in which domestic partners or a husband and wife are both employed by BGC and both are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 12 workweeks during any 12-month period if leave is taken for the birth or placement for adoption or foster care of the employees' child (*i.e.*, bonding leave). This limitation does not apply to any other type of leave under this policy.

EMPLOYEE BENEFITS WHILE ON LEAVE

Leave under this policy is unpaid. However, an employee may be able to use accrued paid leave. While on leave, the employee will continue to be covered by BGC's group health insurance to the same extent that coverage is provided while the employee is on the job.

The employee may be entitled to other, non-Company-provided benefits under any other federal or state programs such as state disability insurance benefits. BGC is not responsible for administering any such benefits.

Employees may make the appropriate contributions for continued coverage under the preceding non-health benefit plans by payroll deductions or direct payments made to these plans. Depending on the particular plan, BGC will inform the employee whether the premiums should be paid to the carrier or to BGC. The coverage on a particular plan may be dropped if the employee is more than 30 days late in making a premium payment. However, the employee will receive a notice at least 15 days before coverage is to cease, advising him or her that he or she will be dropped if the premium payment is not paid by a certain date. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave.

If the employee fails to return to work after his or her leave entitlement has been exhausted or expires, BGC shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his or her family member that would entitle the employee to leave or because of circumstances beyond the employee's control. BGC shall have the right to recover premiums (or other sums due BGC) from an employee against his or her wages, paid time off, vacation, or holiday pay.

SUBSTITUTION OF PAID ACCRUED LEAVES

While on leave under this policy, an employee may elect to concurrently use paid accrued leaves. Similarly, BGC may require an employee to concurrently use paid accrued leaves after requesting FMLA-CFRA leave and Paid Family Care Leave and may also require an employee to use family and medical care leave concurrently with a non-FMLA-CFRA leave that is FMLA-CFRA-qualifying.

EMPLOYER'S RIGHT TO REQUIRE EMPLOYEE TO USE PAID ACCRUED LEAVES CONCURRENTLY WITH FAMILY LEAVE

When an employee has earned or accrued paid vacation or administrative leave, that paid leave must be substituted for all or part of any (otherwise) unpaid leave under this policy.

An employee is entitled to and may use sick leave concurrently with leave under this policy if:

(1) The leave is for the employee's own serious health condition; or

(2) The leave is needed to care for a parent, domestic partner, spouse, or child with a serious health condition and would be permitted as sick leave under BGC's sick leave policy.

An employee may use vacation or sick time concurrently with leave under this policy.

As a condition of an employee's initial receipt of family temporary disability insurance benefits during any 12-month period in which an employee is eligible for these benefits, BGC may require an employee to take up to 2 weeks of earned but unused vacation or sick leave (or both) before the employee's initial receipt of these benefits. If BGC requires the employee to take vacation or sick leave, that portion of the leave that does not exceed 1 week shall be applied to any applicable waiting period for receipt of family temporary disability insurance benefits.

MEDICAL CERTIFICATION

Employees who request leave for their own serious health condition or to care for a child, parent, domestic partner, or spouse who has a serious health condition must provide written certification from the health care provider of the individual requiring care if requested by BGC.

Time to Provide Medical Certification

When an employee's leave is foreseeable and at least 30 days' notice has been provided, if a medical certification is requested, the employee must provide it before the leave begins. When this is not possible, the employee must provide the requested certification to BGC within the time frame requested by BGC (which must allow at least 15 calendar days after the employer's request), unless it is not practicable under the particular circumstances to do so despite the employee's diligent good faith efforts.

Consequences of Failure to Provide Adequate or Timely Certification

BGC will advise the employee in writing what additional information is necessary to make the certification complete and sufficient. The employee will have 7 calendar days, unless not practicable under the circumstances despite the employee's diligent good faith efforts, to cure any deficiency. If the deficiency is not cured, BGC may deny the taking of FMLA-CFRA leave.

Recertification

If BGC has reason to doubt the validity of a certification, BGC may require a medical opinion of a second health care provider chosen and paid for by BGC. If the second opinion is different from the first, BGC may require the opinion of a third provider jointly approved by BGC and the employee but paid for by BGC. The opinion of the third provider will be binding. An employee may request a copy of the health care provider's opinions when there is a recertification.

INTERMITTENT LEAVE OR REDUCED SCHEDULE LEAVE

If an employee requests leave intermittently (*e.g.*, a few days or hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition, the employee must provide medical certification that such leave is medically necessary. “Medically necessary” means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.

EMPLOYEE NOTICE OF LEAVE

Although BGC recognizes that emergencies arise that may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least 30 days’ notice is required. In addition, if an employee knows that he or she will need leave in the future but does not know the exact date(s) (*e.g.*, for the birth of a child or to take care of a newborn), the employee shall inform his or her supervisor as soon as possible that such leave will be needed. Absent unusual circumstances, such notice may be given in accordance with BGC’s usual and customary call-in procedures for reporting an absence. The employee must provide notice sufficient to make BGC aware that the employee needs FMLA-CFRA-qualifying leave and of the anticipated timing and duration of the leave. If BGC determines that an employee’s notice is inadequate, BGC may delay the granting of FMLA-CFRA leave.

REINSTATEMENT ON RETURN FROM LEAVE

Right to Reinstatement

On expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Employees have no greater rights to reinstatement, benefits, and other conditions of employment than if the employee had been continuously employed during the FMLA-CFRA-Paid Family Care Leave period.

If a definite date of reinstatement has been agreed on at the beginning of the leave, the employee will be reinstated on the date agreed on. If the reinstatement date differs from the original agreement date between the employee and BGC, the employee will be reinstated within 2 business days, when feasible, after the employee notifies BGC of his or her readiness to return.

Employee’s Obligation to Periodically Report on His or Her Condition

An employee may be required to periodically report on his or her status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.

Fitness-for-Duty Certification

As a condition of reinstatement of an employee whose leave was based on the employee’s own serious health condition that made the employee unable to perform his or her job, the employee must obtain and present a fitness-for-duty certification from the health care provider stating that the employee is able to perform the essential functions of the employee’s job. When

reasonable job safety concerns exist, BGC may require a fitness-for-duty certification before an employee may return to work when the employee takes intermittent or reduced leave. Failure to provide such certification will result in denial of reinstatement.

ANTI-HARASSMENT POLICY

BGC is committed to providing a work environment free of discriminatory harassment. BGC's anti-harassment policy defines discriminatory harassment and sets forth a procedure for the investigation and resolution of complaints of such harassment by or against any employee, volunteer, applicant, or person providing services to BGC under a contract.

Discriminatory harassment violates this policy and will not be tolerated. Discriminatory harassment of an applicant, volunteer, employee, or person providing services to BGC under a contract includes harassment based on actual or perceived race, religious creed, religious dress and grooming, sex, national origin, ancestry, disability, medical condition, marital status, age, sexual orientation, genetic identity, genetic expression, genetic information, military or veteran status, volunteer status, unpaid intern status, or other category protected by federal or state law. Discriminatory harassment also violates BGC's policy not to retaliate against any individual for making a complaint of discriminatory harassment or for participating in a harassment investigation.

You will receive a copy of BGC's anti-harassment policy when you join BGC. It is your responsibility to read and understand the policy.

BGC Inc.
City of Benicia
Proposal for Cannabis Retail Permit

Preliminary Cannabis Application



250 East L Street • Benicia, CA 94510 • (707) 746-4280 • Fax (707) 747-1637

Community Development Department Planning Division

PRELIMINARY CANNABIS APPLICATION

Administered by the Community Development Department, applicants seeking retail or microbusiness Cannabis Use Permits must submit a Preliminary Cannabis Application. Applicants must submit a vicinity map(s), and conceptual building site plans including but not limited to site plans, floor plans, roof plans, and building elevations. All applicants must complete the application that follows. The responses provided on this application will assist the review panel in evaluating Proposals for business viability and operational standards that the applicant intends to employ, and assess how they relate to building and zoning codes, City design standards, and other sections of the Benicia Municipal Code.

ACKNOWLEDGEMENTS

The applicant acknowledges that submitting this Application and associated documentation does not entitle them to a Cannabis Use Permit or a Cannabis Public Safety License, or grant them any rights or privileges to operate a cannabis business in Benicia. The applicant also acknowledges that all fees associated with this application are non-refundable, and that the Community Development Department will retain the authority to inspect and assess the business premises and property.

Entity/Applicant Name: BGC Inc.

Proposed Facility Address: 1401 East 5th Street, Benicia, CA 94510

Authorized Agent (print): Brian Kaiser

Title: CEO

Signature: 

Date: 9-10-2018

APPLICANT: Complete all sections. Please print legibly.

Project Address 1401 East 5th Street, Benicia, CA 94510

APN (s) 088-092-040 Cross Street East N Street Sq. ft./Acreage 18,750 / .43

Applicant Name BGC Inc. Company _____

Street Address 1072 West K Street

City Benicia State CA Zip Code 94903

Phone (215) 704-0510 Email Vallejoreliefcenter@gmail.com

Owner's Name Brian Kaiser Company _____

Owner's Street Address 1072 West K Street

City Benicia State CA Zip Code 94510

Phone (215) 704-0510 Email Vallejoreliefcenter@gmail.com

Additional Contact Information

Architect Roger Benson, 4156 Vineyard Avenue, Pleasanton, CA 94566, (925) 846-8812
rb@rogernbenson-architect.com

Engineer _____

Other Attorney/Regulatory Compliance: Kieran Ringgenberg, Ringgenberg Law Firm PC

Phone: 510-420-3846, Fax: 510-560-4708, Address: 299 3rd Street, Suite 106, Oakland CA 94607

If additional owners, please add them below.

Owner's Name Igor Goldenberg Company _____

Owner's Street Address 419 Fawns Run

City Morganville State NJ Zip Code 07751

Phone (718) 865-6749 Email lgold2311@outlook.com

Owner's Name Jenelle Shreck Company _____

Owner's Street Address 4494 Clear Creek Ct

City Concord State CA Zip Code 94521

Phone (925) 822-8627 Email Jenelleschreck@gmail.com

Owner's Name _____ Company _____

Owner's Street Address _____

City _____ State _____ Zip Code _____

Phone _____ Email _____

Owner's Name _____ Company _____

Owner's Street Address _____

City _____ State _____ Zip Code _____

Phone _____ Email _____

1. **Provide eight (8) copies of the following on sheet size ARCH D, 24 x 36 inches, folded to be 8.5 x 11 inches.** Rolled plans will not be accepted. **Also provide one (1) electronic copy of all required documentation.** Submission must be a single searchable PDF.
 - a. Conceptual building and site plans
 - b. Vicinity Map

2. **Conceptual plans must be fully dimensioned, clear, legible and reproducible, and must include the following information:**
 - a. Plans must include:
 - i. Site plan
 - ii. Floor plan(s)
 - iii. Roof plan
 - iv. Building Elevations
 - b. Approximate size/area of the parcel (in square feet or acres)
 - c. Existing and proposed building footprints and/or structures (gross floor area)
 - d. All existing and proposed streets and parking areas
 - e. Approximate location of all creeks, trees, shoreline, known wetland and flood plain areas
 - f. All internal and external equipment, including HVAC systems, manufacturing machinery, etc.

3. **The Vicinity Map must be clear, legible and reproducible, and must include the following information:**
 - a. Location of the project area
 - b. A radius of 600 feet from the property boundary
 - c. Existing roads and properties
 - d. Existing building footprints
 - e. Existing land use for all adjacent/shown properties
 - f. Existing schools (including grades kindergarten to 12)
 - g. Aerial photography may be provided in addition to the above requirements. It must be legible and have buildings labeled

4. **Provide additional information** that will help the city understand the project such as existing site or building photos, topographic surveys, site surveys, landscaping plans, color or material selections, details of anticipated water or wastewater usage, or information about hazardous materials.

Proposed Project

Please complete this chart. If an item is included, or will be changed as part of the project, please elaborate.

	No	Yes	Explanation
Tenant Improvements		✓	Property requires extensive construction, see summary project plan
Parking		✓	<i>See below</i>
<ul style="list-style-type: none"> New Spaces 		✓	Will provide off-street parking of approximately 18 spaces, 2 accessible
<ul style="list-style-type: none"> Removing Spaces 	✓		
Improvements and/or Structures in Public Right-of-Way		✓	Sidewalk and walkway in front of property
Exterior		✓	<i>See below</i>
<ul style="list-style-type: none"> Building Modifications 		✓	Building exterior will be modified to improve building's appearance and comply with applicable regulations
<ul style="list-style-type: none"> Mechanical Equipment 		✓	The HVAC system will be replaced and an air filtration system added.
<ul style="list-style-type: none"> Lighting 		✓	Exterior lighting will be added for public safety, security, nuisance abatement in accordance with exterior lighting standards
Masonry		✓	Current stonework outside facility will be incorporated into design to improve building's exterior appearance
Land		✓	<i>See below</i>
<ul style="list-style-type: none"> Grading 		✓	Grading will be done to ensure proper drainage in parking area and landscaping
<ul style="list-style-type: none"> Landscaping 		✓	BGC will use local, environmentally friendly landscaper to conduct landscaping around property
<ul style="list-style-type: none"> New Trees 	✓		
<ul style="list-style-type: none"> Removing Trees 	✓		Three trees currently on property will meet trimming requirements and remain so long as no security risk or public nuisance activity
Hazardous Materials	✓		

Operational Plans

Please complete this chart. If an item is included, or will be changed as part of the project, please elaborate.

	No	Yes	Explanation
Number of Estimated Employees		✓	BGC estimates 15-18 employees
Proposed Hours of Operations		✓	Retail open within hours of 10 a.m. and 8 p.m., and subject to any further limits by City
Production of Edible and/or Consumable Products	✓		
Noise to be Generated On-Site	✓		
Cannabis-Related Mechanical Equipment		✓	HVAC and air filtration system and refrigerator, otherwise no mechanical equipment; no cannabis produced on site
Outdoor Storage and/or Uses	✓		
Use or Storage of Hazardous Materials	✓		
Transportation Plans		✓	<i>See Comprehensive Security Plan</i> transportation details attachment of <i>Cannabis Public Safety License Application</i>
Expected Occupant/Tenant Traffic		✓	BGC estimates between 300 and 500 customers daily
Cannabis Delivery and/or Distribution		✓	BGC plans to provide delivery services
Proposed Delivery and/or Distribution Hours		✓	Within the hours of 8 a.m. and 8 p.m., and subject to any further limits by City

THIS IS A PRELIMINARY CANNABIS APPLICATION FORM AND NOT A BUILDING PERMIT OR PLANNING OR ENGINEERING APPLICATION. ADDITIONAL SITE PLANS & DETAILED INFORMATION WILL BE REQUIRED WITH THE PLANNING APPLICATION AND/OR PERMIT APPLICATION.

INDEMNIFICATION:

Applicant agrees to defend, indemnify, and hold harmless the City and its officers, contractors, consultants, employees, and commission members (collectively, "City") from any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation), including any appeals thereto (collectively, "proceeding") brought against the City with regard to any approvals issued in connection with the application(s) by the City, including any action taken pursuant to the California Environmental Quality Act. If Applicant is required to defend the City in connection with such proceeding, the City shall have and retain the right to approve counsel to so defend the City; and all significant decisions concerning the manner in which the defense is conducted; and any and all settlements, which approval shall not be unreasonably withheld. The City shall also have and retain the right to not participate in the defense, except that the City agrees to reasonably cooperate with Applicant in the defense of the proceeding. If the City's Attorney's Office participates in the defense, all City Attorney fees and costs shall be paid by Applicant. Further, Applicant agrees to defend, indemnify and hold harmless the City from and for all costs and fees incurred in additional investigation or study of, or for supplementing, revising, or amending, any document if made necessary by said proceeding.

CERTIFICATION:

I hereby certify that I am the applicant or designated agent named herein and that I am familiar with the rules and regulations with respect to preparing and filing this petition for discretionary action, and that the statements and answers contained herein and the information attached are in all respects true and accurate to the best of my knowledge and belief.

SIGNATURE OF APPLICANT OR AGENT: 
Date: 9/10/19

Applicant will receive an email confirming receipt of request form and packet and assign next available meeting date and time. This will be your meeting date unless you contact us to request a different available meeting date and time. If applicants miss a scheduled meeting, they will be required to reschedule for the next open date available. City of Benicia Community Development Department: (707) 746-4280 Cannabis@ci.benicia.ca.us

FOR INTAKE, STAFF USE ONLY

File # _____	Fee Paid _____	Receipt # _____
Date Received: _____		Received By _____
Zoning _____		
Reviewers Needed:		
<input type="checkbox"/> Fire	<input type="checkbox"/> Building	<input type="checkbox"/> Planning
<input type="checkbox"/> Public Works	<input type="checkbox"/> Engineering	<input type="checkbox"/> Police
<input type="checkbox"/> Parks and Community Services	<input type="checkbox"/> Other _____	

BGC Inc.
City of Benicia
Proposal for Cannabis Retail Permit

Exhibit to Preliminary Cannabis Application
Conceptual Building Floor Plan and Site Plan,
Elevations, and Roof Plan

ROGER N. BENSON
ARCHITECT
 ARCHITECTURAL LICENSE #02789

4156 Vineyard Avenue
 Pleasanton, CA 94566
 Phone: 925/846-8812



A REMODEL TO A COMMERCIAL BUILDING
 LOCATED AT
 1409 EAST 5TH AVENUE
 BENICIA, CALIFORNIA

SHEET NAME
 FLOOR/SITE
 PLAN

DATE: 10/12/12

DRAWN BY: RNB
 JOB NUMBER:
 SHEET NO.:

PA2.1
 1 OF 1 SHEETS



COMBINATION SITE AND FLOOR PLAN
 1/8" = 1'-0"

1401 EAST 5TH AVENUE, BENICIA,
 CALIFORNIA

ROGER N. BENSON
ARCHITECT
ARCHITECTURAL LICENSE #2789

4156 Vineyard Avenue
Pleasanton, CA 94566
Phone: 925/846-8812
Fax: 925/846-8812



A REMODEL TO A COMMERCIAL BUILDING
LOCATED AT
1401 EAST 5TH AVENUE
BENICIA, CALIFORNIA

SHEET NAME

EXTERIOR
ELEVATIONS

DATE

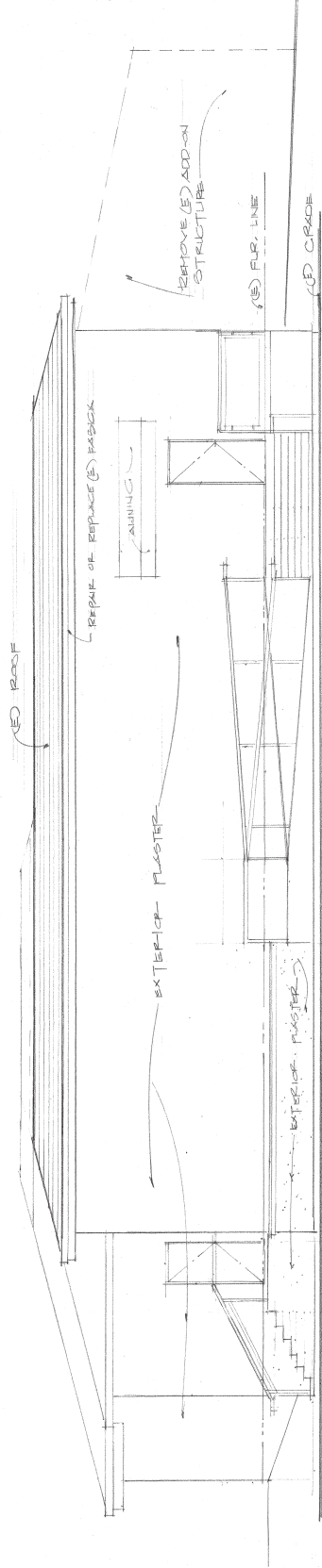
DRAWN BY

JOB NUMBER

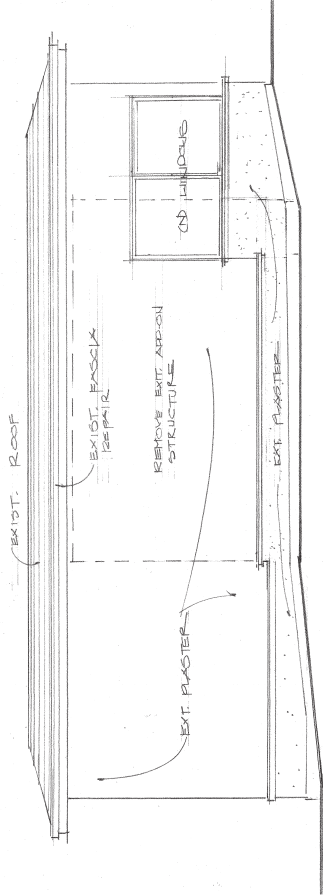
SHEET NO.

PA3.1

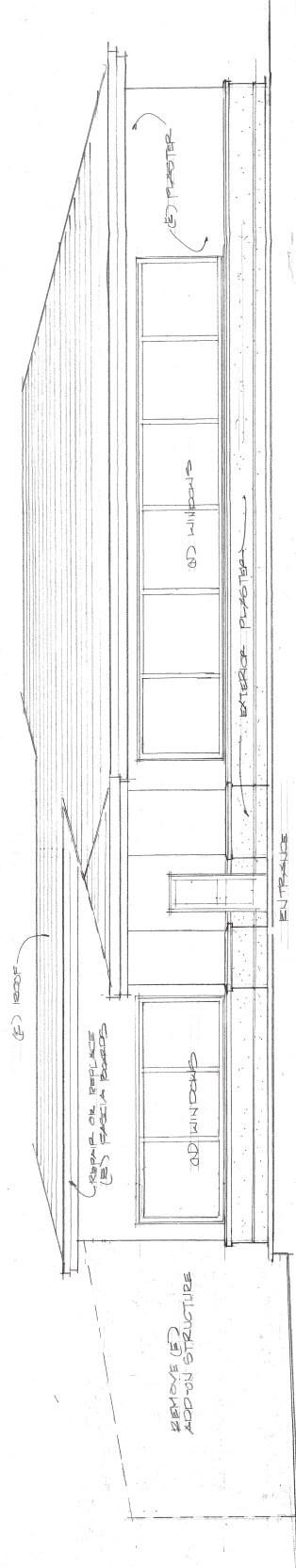
2 OF 2 SHEETS



WEST (REAR) ELEVATION 1/2" = 1'-0"



SOUTH (SIDE) ELEVATION 1/2" = 1'-0"



EAST (FRONT/STREET) ELEVATION 1/2" = 1'-0"

EXTERIOR ELEVATIONS
1/2" = 1'-0"
1409 EAST 5TH AVENUE, BENICIA,
CALIFORNIA

ROGER N. BENSON
ARCHITECT
ARCHITECTURAL LICENSE #37869

4156 Vineyard Avenue
Pleasanton, CA 94566
Phone: 925/846-8812
Fax: 925/846-8812



SHEET NAME

ROOF PLAN

DATE 9/10/12

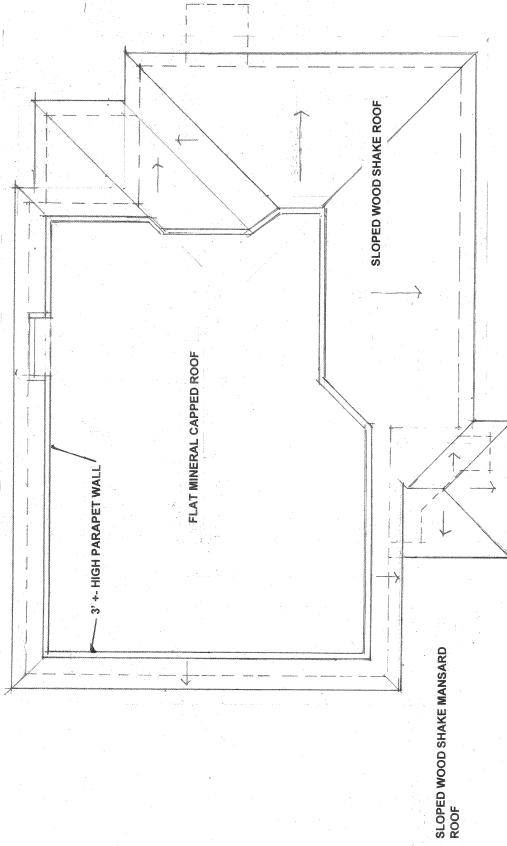
DRAWN BY RNB

JOB NUMBER

SHEET NO.

PA 2.2

2 OF 2 SHEETS



ROOF PLAN

1/8" = 1'-0"

ROOF PLAN
1409 EAST 5TH AVENUE, BENICIA,
CALIFORNIA

BGC Inc.
City of Benicia
Proposal for Cannabis Retail Permit

Exhibit to Preliminary Cannabis Application
Vicinity Map

DATE	DESCRIPTION

CSP
Civil Engineering - Surveying
Cullen-Sherry & Associates, Inc.
1000 Lakes Street, Suite A - 200, Benicia, California 94810
(707) 746-4938 Fax (707) 746-4938
Benicia, California 94810
Rod Sherry REC 01537

VICINITY MAP

1401 EAST 5TH STREET

SCALE: AS NOTED
DATE: 09/02/2018
DESIGN BY: C.F.
DRAWN BY: P.S.
CHECKED BY: P.S.
SHEET NUMBER:
PROJECT # 18181
OF 1 SHEETS

#	ADDRESS	APN	ZONING
47	1375 E 5TH STREET	0088-123-110	CC
48	478 E N STREET	0088-123-150	RS
49	472 E N STREET	0088-123-150	RS
50	470 E N STREET	0088-123-050	RS
51	468 E N STREET	0088-123-050	RS
52	430 E N STREET	0088-123-030	RS
53	400 E N STREET	0088-123-020	RS
54	1380 E 4TH STREET	0088-123-010	RS
55	360 E N STREET	0088-121-200	RS
56	1325 E 4TH STREET	0088-121-210	RS
57	395 MILITARY STREET	0088-121-100	RS
58	415 MILITARY STREET	0088-123-100	CC
59	425 MILITARY STREET	0088-123-090	CC
60	457 MILITARY STREET	0088-123-080	CC
61	475 MILITARY STREET	0088-123-140	CC
62	501 E 5TH STREET	0088-123-150	CC
63	525 MILITARY STREET	0088-123-150	CC
64	525 MILITARY STREET	0088-131-130	RM
65	535 MILITARY STREET	0088-131-120	RM
66	551 MILITARY STREET	0088-131-110	RM
67	563 MILITARY STREET	0088-131-230	RM
68	NO ADDRESS	0088-131-240	RM
69	NO ADDRESS	0088-131-310	RM
70	575 MILITARY STREET	0088-131-260	RM
71	560 MILITARY STREET	0088-132-050	RM
72	552 MILITARY STREET	0088-132-000	RM
73	540 MILITARY STREET	0088-132-030	RM
74	528 MILITARY STREET	0088-132-020	RM
75	520 MILITARY STREET	0088-132-010	RM
76	508 MILITARY STREET	0088-124-140	CC
77	468 MILITARY STREET	0088-124-150	CC
78	NO ADDRESS	0088-124-050	CC
79	NO ADDRESS	0088-124-040	CC
80	444 MILITARY STREET	0088-124-030	CC
81	436 MILITARY STREET	0088-124-020	CC
82	400 MILITARY STREET	0088-124-010	CC
83	433 E L STREET	0088-124-200	RM
84	441 E L STREET	0088-124-190	RM
85	449 E L STREET	0088-124-180	RM
86	459 E L STREET	0088-124-170	RM
87	467 E L STREET	0088-124-160	RM
88	1215 E 5TH STREET	0088-124-070	CC
89	1208 E 5TH STREET	0088-132-180	CC
90	515 E L STREET	0088-132-160	CC
91	525 E L STREET	0088-132-150	CC
92	NO ADDRESS	0088-272-420	PD

#	ADDRESS	APN	ZONING
1	NO ADDRESS	0088-070-100	RM
2	1500 E 4TH STREET	0088-070-070	RM
3	1500 E 4TH STREET	0088-070-080	RM
4	1500 E 4TH STREET	0088-070-090	RM
5	1500 E 4TH STREET	0088-070-100	RM
6	397 E O STREET	0088-093-150	RS
7	401 E O STREET	0088-070-060	RM
8	411 E O STREET	0088-070-050	RM
9	421 E O STREET	0088-070-040	RM
10	431 E O STREET	0088-070-030	RM
11	441 E O STREET	0088-070-020	RM
12	451 E O STREET	0088-070-010	CC
13	NO ADDRESS	0088-102-140	RS
14	501 E N STREET	0088-102-080	CC
15	1421 E 5TH STREET	0088-092-110	CC
16	1490 E O STREET	0088-092-150	CC
17	1490 E O STREET	0088-092-160	CC
18	1490 E O STREET	0088-092-170	RM
19	426 E O STREET	0088-092-200	RM
20	422 E O STREET	0088-092-210	RM
21	420 E O STREET	0088-092-220	RM
22	408 E O STREET	0088-092-210	RS
23	380 E O STREET	0088-091-260	RS
24	1453 E 4TH STREET	0088-091-250	RS
25	373 E N STREET	0088-091-100	RS
26	405 E N STREET	0088-092-090	RS
27	419 E N STREET	0088-092-080	RS
28	428 E N STREET	0088-092-070	RS
29	437 E N STREET	0088-092-060	RM
30	445 E N STREET	0088-092-180	RM
31	437 E N STREET	0088-092-190	RM
32	1850 E O STREET	0088-102-040	CC
33	521 E N STREET	0088-102-160	RM
34	533 E N STREET	0088-102-150	RM
35	541 E N STREET	0088-102-140	RS
36	545 E N STREET	0088-102-130	RS
37	557 E N STREET	0088-102-120	RS
38	550 E N STREET	0088-131-280	RS
39	1301 E 6TH STREET	0088-131-300	RS
40	NO ADDRESS	0088-131-310	RS
41	NO ADDRESS	0088-131-320	RS
42	NO ADDRESS	0088-131-210	RS
43	542 E N STREET	0088-131-220	RS
44	534 E N STREET	0088-131-030	RS
45	524 E N STREET	0088-131-020	RM
46	510 E N STREET	0088-131-250	RM

LEGEND:
APN ASSESSOR'S PARCEL NUMBER
PM PARCEL MAP, SOLANO COUNTY RECORDS, AS NOTED
RM SUBDIVISION MAP, SOLANO COUNTY RECORDS, AS NOTED
SF SQUARE FOOT

--- SUBJECT BOUNDARY LINE
- - - ADJACENT BOUNDARY LINE
- - - 600' RADIUS
- - - STRUCTURE LINE

SURVEYOR'S STATEMENT:
THIS MAP REPRESENTS AN AERIAL SURVEY.

ALL INFORMATION SHOWN REGARDING THE BOUNDARY IS COMPILED FROM RECORD ONLY (SEE NOTE 1) AND DOES NOT REPRESENT A BOUNDARY SURVEY. NO WARRANTY, EXPRESSED OR IMPLIED, IS GIVEN AS TO THE ACCURACY OR COMPLETENESS OF THE BOUNDARY INFORMATION SHOWN HEREON.

PREPARED UNDER DIRECTION OF:
CHRIS M. FERRICCI
9/5/2018
DATE

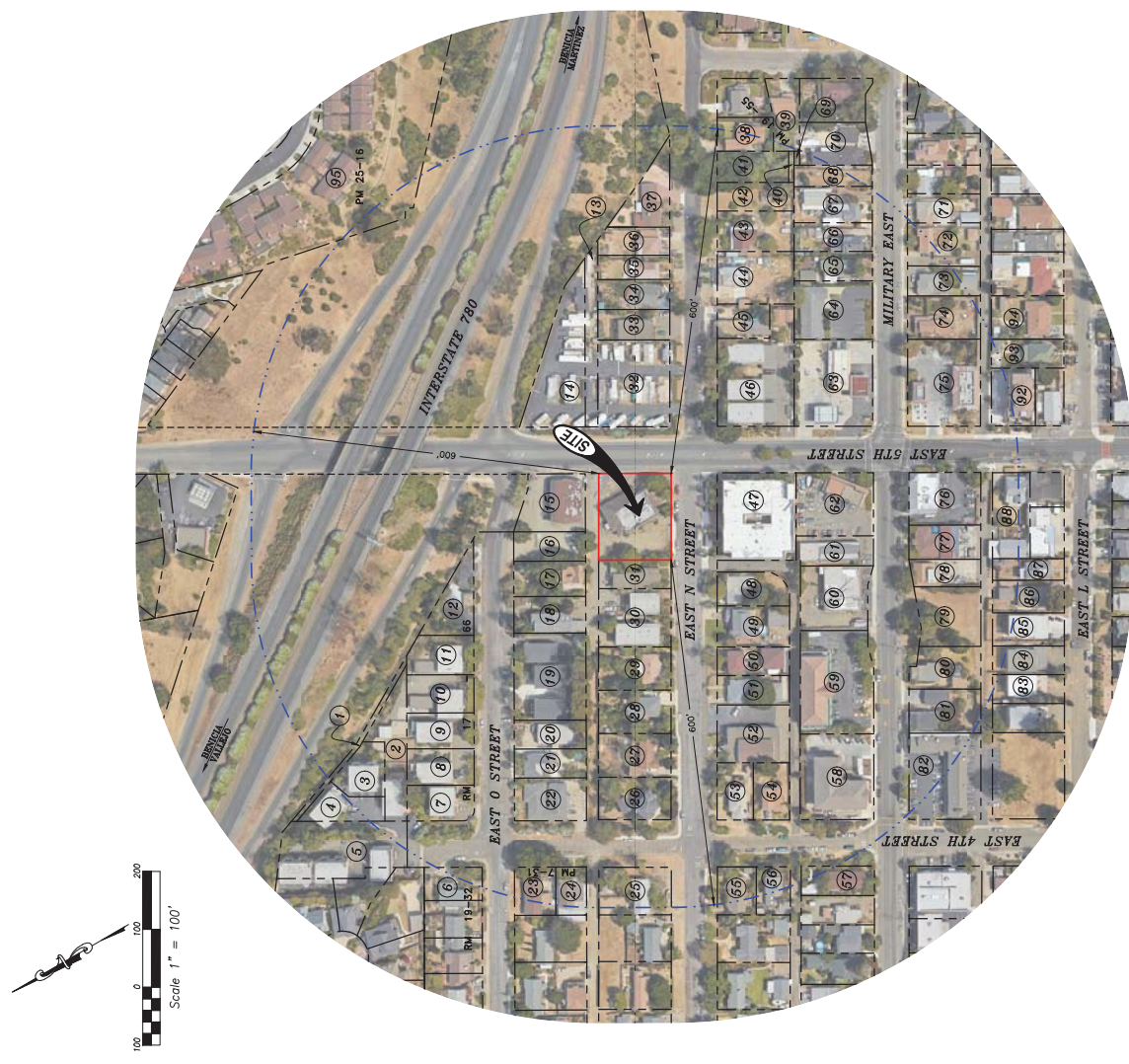
PROFESSOR OF LAND SURVEYING
No. 9430
COUNCIL OF PROFESSIONAL LAND SURVEYORS OF CALIFORNIA

PROJECT DATA (EXISTING BUILDING):
ADDRESS: 1401 EAST 5TH STREET
BENICIA, CA 94810
ASSESSOR'S PARCEL NUMBER: 0088-092-040

EXISTING ZONING: CC - GENERAL COMMERCIAL
EXISTING BUILDING AREA: ~5,250 SF
NUMBER OF STORES: 1
SITE PARKING COUNT: 16
STANDARD: 2
ACCESSIBLE: 2
TOTAL: 18

SURVEY NOTES:
1. RECORD BOUNDARY INFORMATION SHOWN HEREON AS PROVIDED BY RECORD DOCUMENTS. THIS IS NOT A RECORD OF SURVEY NOR SHOULD BE CONSTRUED AS ONE.

AERIAL SURVEY NOTES:
1. AS-BUILT DATA SHOWN HEREON IS REPRESENTATIVE OF EXISTING SITE CONDITIONS DURING AN AERIAL SURVEY.
2. AERIAL SURVEY DATA ACQUIRED VIA DJI PHANTOM 4 PRO DRONE. DRONE REQUIRED AND RECTIFIED VIA PIX4D MAPPER PRO.









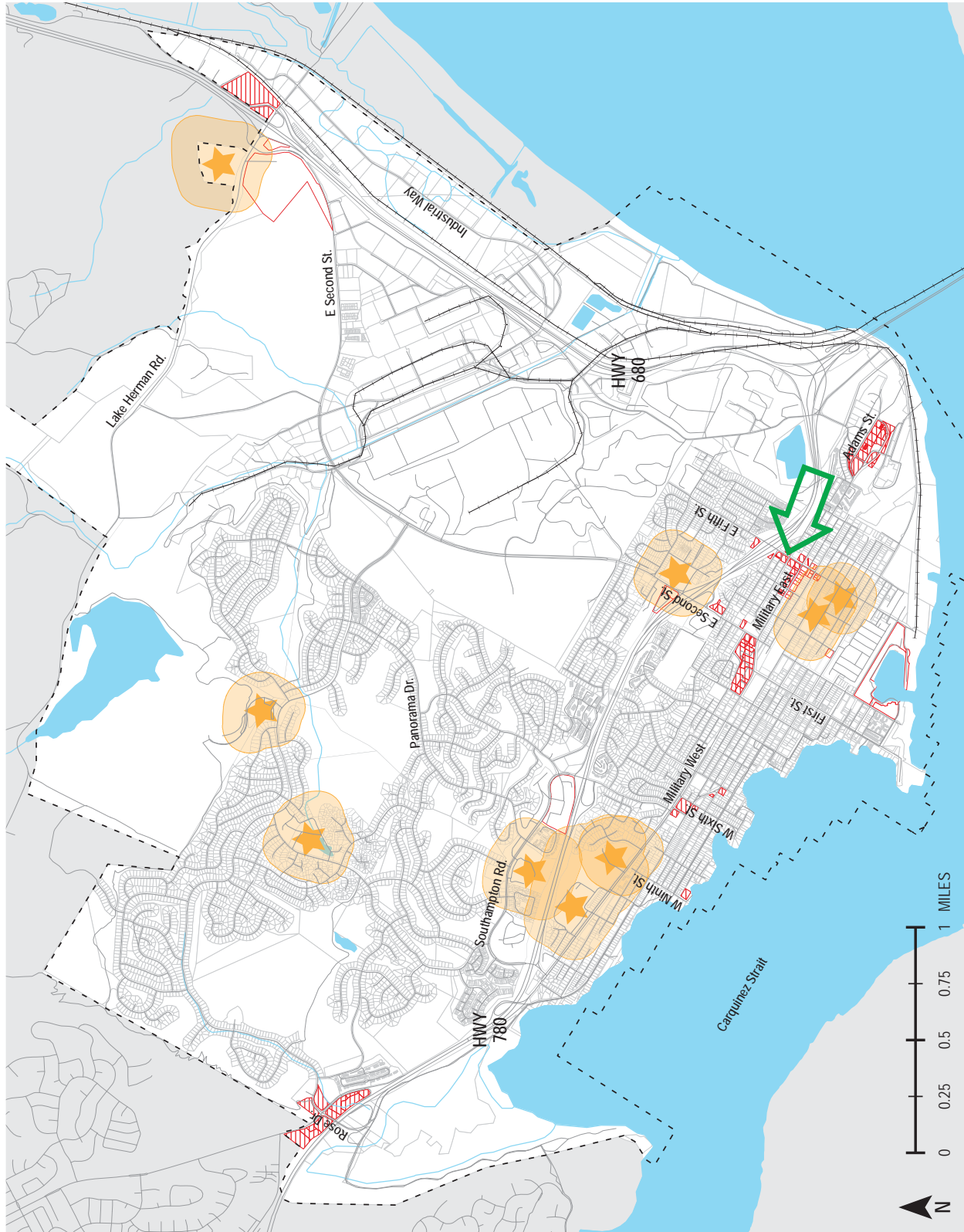
THIS IS AERIAL SURVEY DATA. IT IS NOT A BOUNDARY SURVEY. THE BOUNDARY INFORMATION SHOWN HEREON IS REPRESENTATIVE OF EXISTING SITE CONDITIONS DURING AN AERIAL SURVEY. NO WARRANTY, EXPRESSED OR IMPLIED, IS GIVEN AS TO THE ACCURACY OR COMPLETENESS OF THE BOUNDARY INFORMATION SHOWN HEREON.

BGC Inc.
City of Benicia
Proposal for Cannabis Retail Permit

Exhibit to Preliminary Cannabis Application
Benicia Cannabis Retail Zoning Map

Potentially Eligible Locations

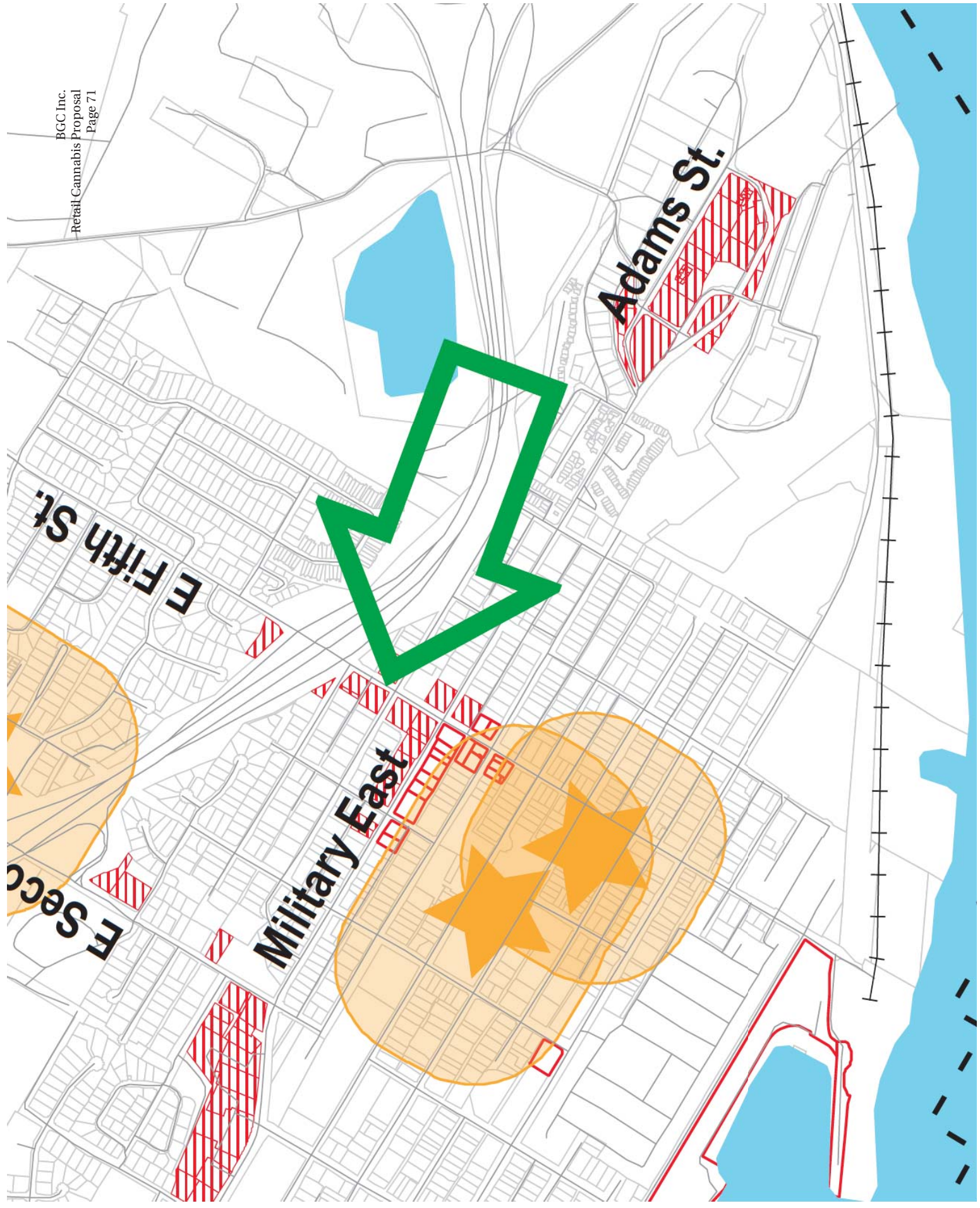
-  **ELIGIBLE** Parcels Zoned:
 General Commercial (CG)
 Community Commercial (CC)
 Waterfront Commercial (CW)
-  **INELIGIBLE** Parcels Zoned:
 General Commercial (CG)
 Community Commercial (CC)
 Waterfront Commercial (CW)
-  School
-  600 Foot School Buffer
-  City Limits
-  **BGC Inc. Proposed Location**



NOTES

1. If any part of a parcel is within 600 feet of a school, the entire parcel is ineligible for cannabis business operations.
2. A parcel's inclusion on this map does not necessarily mean that the property is available, unoccupied, or that the property owner is seeking cannabis business tenants.
3. A parcel's inclusion on this map is informational only and does not imply any endorsement of Cannabis Public Safety Licenses or Cannabis Use Permit.
4. Parcels have been deemed ineligible for factors such as:
 - Within 600 feet of a school
 - City owned land
 - Current Alcoholic Beverage License
 - HOA bylaws

For further information please visit:
<https://www.ci.bentonia.ca.us/cannabis>



BGC Inc.
City of Benicia
Proposal for Cannabis Retail Permit

Exhibit to Preliminary Cannabis Application
Images of Existing Property



Building Exterior Street View From E 5th Street



Building Exterior/Storefront Street View From E 5th Street



Building Exterior/Parking Lot Area View Facing N Street



Interior Front Entryway



Main Building Interior

BGC Inc.
City of Benicia
Proposal for Cannabis Retail Permit

Cannabis Public Safety Application

250 East L Street • Benicia, CA 94510 • (707) 746-4280 • Fax (707) 747-1637



Police Department

CANNABIS PUBLIC SAFETY LICENSE APPLICATION

Administered by the Police Department, applicants seeking Cannabis Use Permits must obtain a Cannabis Public Safety License. Applicants must submit a comprehensive security plan, site plan, and floor plan(s) demonstrating the proposed safety and security strategies of the licensed premises. All applicants must complete the application that follows. The responses provided on this application will assist the review panel in evaluating responses as they relate to security standards that the applicant intends to employ.

ACKNOWLEDGEMENTS

The undersigned applicant acknowledges that there are considerable risks in operating a cannabis-related business. Those risks include but are not limited to the risks of burglary, robbery, internal and external theft, diversion of cannabis by employees and customers, the risk of minors accessing cannabis products, and associated risks to employees, vendors, and the general public. The applicant hereby acknowledges that it is committed to ensuring a safe environment that mitigates as much risk as is reasonably possible. Risk mitigation strategies must include, at minimum, implementing security requirements mandated by state regulations and those conditions described in this Cannabis Public Safety License Application.

The applicant acknowledges that the Police and Fire Departments will retain the authority to audit, inspect, assess and test the security and safety strategies of the applicant's premises. The applicant acknowledges that as incidents arise, crime trends affecting the cannabis industry evolve, or enhanced security practices develop throughout the emerging cannabis industry, the Police and Fire Departments must reserve the right to impose additional conditions to further the public safety interests of the City of Benicia, as well as those of licensed operators, their employees, vendors and customers who may visit the licensed premises.

Entity/Applicant Name: BGC Inc.

Proposed Facility Address: 1401 East 5th Street, Benicia, CA 94510

Authorized Agent (print): Brian Kaiser Title: CEO

Signature:  Date: 9-10-2018

BACKGROUND INVESTIGATIONS

All applicants, interested parties, and employees of the licensee are required to clear a background check to qualify for a Cannabis Use Permit. This includes a Live Scan Service and may also include additional investigation by the City if deemed necessary. Cannabis Use Permits will not be issued where applicants, interested parties, or employees have felony convictions, as specified in subdivision (c) of Section 667.5 of the Penal Code, and subdivision (c) of Section 1192.7 of the Penal Code, or where convictions exist that substantially relate to the qualifications, functions, or duties of the business or profession, including a felony conviction involving fraud, deceit, or embezzlement or a criminal conviction for the sale or provision of illegal controlled substances to a minor.

Entity/Applicant Name: BGC Inc.

Proposed Facility Address: 1401 East 5th Street, Benicia, CA 94510

Authorized Agent (print): Brian Kaiser Title: CEO

Signature:  Date: 9-10-2018

SECURITY STANDARDS

The following security standards must be adopted and implemented by cannabis-related businesses operating within the City of Benicia. Applicants must initial each item under "Initials" to show their acknowledgment. Where the applicant perceives a conflict or seeks an exemption or conditional accommodation, the applicant should mark ("X") under the heading labeled "Conflict". Where the "Conflict" column is marked, the applicant must include as an attachment to this application a written response identifying each perceived conflict. In addressing the conflict, the applicant must refer to the conflict by referencing its part and section number (e.g. Part A, Item 4).

Entity/Applicant Name: BGC Inc.

Proposed Facility Address: 1401 East 5th Street, Benicia, CA 94510

Authorized Agent (print): Brian Kaiser Title: CEO

Signature:  Date: 9-10-2018

Part A	Facility Design	Initials	Conflict
1	The primary pedestrian access point (lobby) must be visible from the public thoroughfare	BK	
2	No further access beyond the lobby must be possible without passing another locked, solid core door.	BK	
3	Any trees on the premises must have canopies maintained at a height greater than 6-feet from the ground.	BK	
4	Any ground level landscaping must be limited and maintained at a height no greater than 24 inches.	BK	
5	No opportunities for concealment may exist within 10 feet of any doorway accessing the structure.	BK	
6	Any glass storefronts, metal roll-up doors or windows extending lower than 24 inches from ground level must be protected against vehicular intrusion by effective barriers subject to design review/approval.	BK	
7	Cannabis, cannabis products or graphics depicting cannabis may not be visible from outside the premises.	BK	
8	Doors accessing rooms containing cannabis must be equipped with solid core doors. If such rooms include windows, windows must be opaque to prevent visibility of cannabis or have a lower sill no lower than 6 feet from ground level. Any such windows must be equipped with intrusion resistant film and incorporate monitored glass-break detection components within the alarm infrastructure.	BK	
9	Windows, if present, must not be obscured by advertisements, product racks, or other obstructions.	BK	
10	Any solid core doors accessing the outside will be equipped with 180 degree viewing devices.	BK	
11	The premises must maintain a minimum exterior lighting standard of 1.5 foot candles across all perimeters, access points and parking spaces associated with the licensed premises. Lighting must be white LED lighting with a heat index between 2700K-4200K, a color rendering index of at least 70 and a light loss factor of at least .95.	BK	
12	Where foyers exist or awnings are installed on the structure, fixtures must be installed as necessary to provide for a minimum lighting standard of 1.5 foot candles beneath the awning or within the foyer.	BK	
13	Under Section 17.108 of the Benicia Municipal Code, external building design, architectural features, site plans, landscaping, etc. may be subject to design review.	BK	

Part B	Facility Access Control	Initials	Conflict
1	An electronic access control system will be installed to control and log access by staff members.	BK	
2	All rooms containing cannabis or currency will require an electronic access control card/fob to enter.	BK	
3	The access control system will maintain access data for no less than 90 days; records must be available to regulators upon request.	BK	
4	The electronic access control system must be supported by a battery backup system ensuring continued operability of the system for no less than 24 hours.	BK	
5	Key fobs/cards will be user-unique and will provide access only to those areas, and at those times, that the employee has a legitimate need to access.	BK	
6	All rooms containing cannabis or currency will be equipped with an automatic closing/relocking device and must be kept closed and locked at all times when not in immediate use.	BK	
7	When employees are terminated, all issued keys/fobs/cards must be accounted for. If a fob/card is missing, it must be immediately deleted from the access control system. Where a physical key is lost or not returned, all relevant cores must be changed on all relevant locks without delay.	BK	
8	A knox box containing a master key/fob for the facility must be installed adjacent to the lobby door.	BK	
9	If fencing or gates are to be installed, they must comply with local building and zoning codes.	BK	
10	Fencing or gates, if topped with security features, must comply with local building and zoning codes.	BK	
11	Electronic gate(s), if installed, must be equipped with click-to-enter technology.	BK	
12	Gate(s), if installed, must be equipped with a knox-key access system and knox-box.	BK	
13	Any physical keys associated with the premises must be stamped "Do Not Duplicate", tracked and logged.	BK	
14	Packaged cannabis products on the premises must be stored in a limited access vault or appropriately UL-rated safe.	BK	

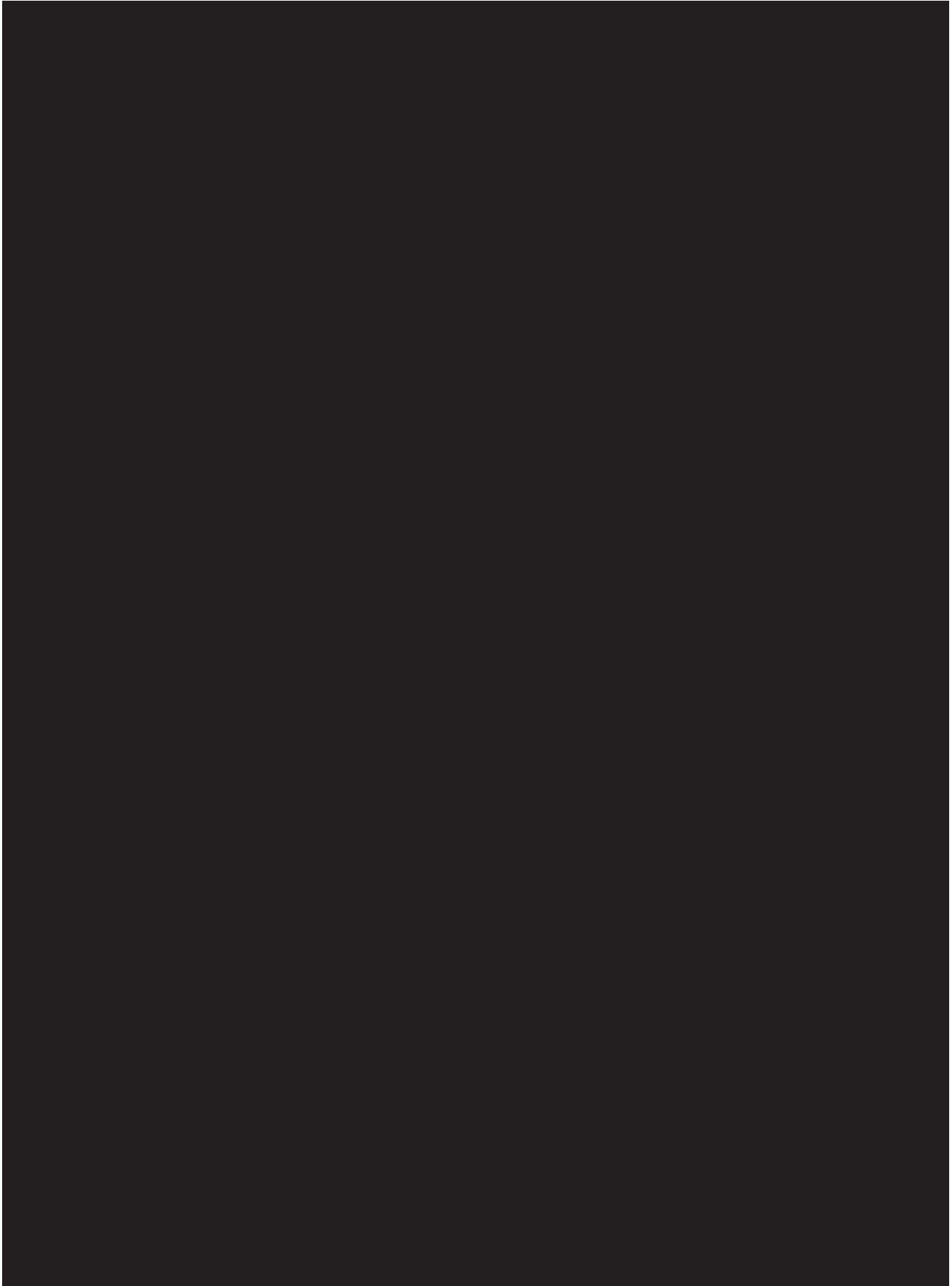
Part C	Alarm System	Initials	Conflict
1	Facility alarm installers must be licensed by the Dept. of Consumer Affairs (Alarm Company Operator, CA BPC § 7590 - 7599.80 et al).	BK	
2	Facility alarm equipment, installers and monitoring centers must be UL (Underwriter's Laboratory) listed. UL certification must be maintained in good standing at all times.	BK	
3	Any roof hatches or vents accessing the building must be equipped with contact sensors, motion detectors or other practicable electronic monitoring options.	BK	
4	All exterior doors and interior doors accessing rooms containing cannabis, currency or security infrastructure must be equipped with monitored contact points requiring doors to be closed for the system to arm. Bypassing zones must be prohibited.	BK	
5	Silent robbery alarm activators must be installed at the lobby/entrance, loading/unloading areas, product/currency storage areas and at any points of sale (where applicable).	BK	
6	Access control, surveillance and alarm systems must be equipped with battery backups or an auto-start generator capable of supporting system operations for up to 24 hours.	BK	
7	Where the alarm system malfunctions to any degree, the facility must be staffed on a 24-hour basis by a manager or a licensed security officer until such time as the alarm system is restored to full operability.	BK	
8	A minimum of one motion detector must be installed in each room of the facility, with additional detectors installed as practicable.	BK	

Part D	Surveillance System	Initials	Conflict
1	Cameras resolution rating of no less than 2 megapixels, day/night capable, equipped with auto-iris and auto-focus features.	BK	
2	Interior cameras must provide no less than 50 pixels per foot in relation to the furthest area/element intended for surveilling. Exterior cameras must provide no less than 80 pixels per foot in relation to the furthest area/element intended for surveilling.	BK	
3	TCP/IP enabled, accessible over the internet. Remote viewing access must be provided to the Chief of Police or his/her designees.	BK	
4	DVR must be stored in a limited access area of the facility to which only managerial personnel have access.	BK	
5	System must record on a consistent basis, both during and after business hours. Footage must be archived for no less than 90 days.	BK	
6	System must be capable of offloading video in standard formats requiring no proprietary software (e.g. mpeg, wmv, wav).	BK	
7	System must allow the offloading of video to standard media (e.g. DVD, USB).	BK	
8	Footage must be accurately date/time stamped. Date and time stamp must not obscure the focus area of the video.	BK	
9	A log must be maintained accounting for any persons accessing the surveillance system (unique user IDs required).	BK	
10	Cameras must be placed within 20 feet of each exterior door and must provide both interior and exterior vantage points.	BK	
11	Limited access areas (entrances, loading areas, rooms containing cannabis, currency or security system infrastructure) must maintain no less than two viewing angles, including each door.	BK	
12	Cameras must be installed in a manner that protects cameras and cabling from inadvertent or intentional disruption.	BK	
13	All doors leading to the outside will be accompanied by a video monitor displaying the outside area for pre-egress review.	BK	
14	Signage must be posted at each entrance to the parcel and structure advising of the presence of video surveillance.	BK	
15	The applicant must prohibit staff, vendors or customers (dispensaries) from wearing hats, hoods, sunglasses or other attire that may interfere with the ability to identify a person from surveillance video footage.	BK	
16	Where the surveillance system malfunctions to any degree, the facility must be staffed on a 24-hour basis by a manager or a licensed security officer until such time as the surveillance system is restored to full operability.	BK	
17	The location of the on-site surveillance server (DVR) must be identified on the provided security floor plan, and must be in a room accessible only to management personnel with access privileges to the surveillance platform's hardware, software and recordings.	BK	

Part E	Facility Policies and Security Plan Content	Initials	Conflict
1	A manager capable of accessing all rooms must be on the premises during all operating hours.	BK	
2	A manager capable of accessing surveillance footage must be on the premises during all operating hours.	BK	
3	Non-managerial employees must not be permitted to take keys, fobs or access cards off premises.	BK	
4	Non-managerial employees must not be permitted to take employer identification badges off premises.	BK	
5	The applicant must maintain a strict policy against loitering and trespassing on and about (within 100 feet of) the premises.	BK	
6	Applicants are advised that an acceptable and comprehensive burglary prevention/response plan will be required prior to licensing.	BK	
7	Applicants are advised that an acceptable and comprehensive robbery prevention/response plan will be required prior to licensing.	BK	
8	Applicants are advised that an acceptable and comprehensive plan regarding product diversion and internal theft prevention and response strategies will be required prior to licensing.	BK	
9	Applicants are advised that an acceptable and comprehensive currency security plan will be required prior to licensing.	BK	
10	Applicants are advised that an acceptable and comprehensive product loss prevention/shoplifting plan will be required prior to licensing.	BK	
11	Security plan must be developed in consultation by a third party security professional (e.g. licensed PPO, ACO, certified advanced CPTED practitioner, ASIS certified security planner, etc).	BK	
13	Security plan must be updated by the applicant as changes to security infrastructure, policies or practices arise. The plan must contain all necessary information to provide for ongoing and efficient maintenance of the security plan (e.g. vendor contacts, equipment descriptions, vendor data, maintenance records, access logs, etc.)	BK	
14	The plan must be updated with enhanced and relevant strategies within 30 days of any significant incident including but not limited to: Discovery of a significant inventory discrepancy, as defined in CCR, Title 16, Division 42, Chapter 1, Article 3, section 5034); discovery of any cannabis diversion, theft, loss, or any other criminal activity pertaining to the operations of the licensee; discovery of loss or unauthorized alteration of records related to cannabis goods, customers, or the licensee's employees or agents; or any other breach of security.	BK	
15	The security plan must be reviewed and audited annually by a third party security professional. A log of its review must be maintained within the plan and must include the identity, certifications, review date and comments from the reviewing party.	BK	
16	Within 30 days of implementing any change to the security plan, the applicant must provide to the Chief of Police or his/her designee an updated version of the security plan with the latest changes highlighted and accompanied by a letter of explanation detailing the reasons for the changes.	BK	







Part G	Fire Department Requirements	Initials	Conflict
1	A fire and life safety inspection is required prior to the start of any cannabis related operation. After fire clearance is granted, the facility is subject to unannounced inspections throughout the duration of operations.	BK	
2	A detailed scope of work related to all business activities and products utilized shall be required prior to licensing	BK	
3	Fire department requirements for Access, Egress, Fire Protection and Storage shall be included in the Site Plan.	BK	
4	Operational permits are required to be obtained to utilize, store, and handle materials; or to conduct processes that produce conditions that are hazardous to life or property. The fire department is authorized to revoke a permit when it is found that conditions of a permit are violated. Permits shall be readily visible and posted in a conspicuous location.	BK	
5	All equipment used in operations shall be listed and conform to manufactures recommendation. All non-listed equipment shall require third-party technical assistance for review and approval.	BK	
6	Fire detection, alarm systems, emergency alarm systems, gas detection systems, fire extinguishing systems and smoke and heat vents shall be maintained in an operable condition at all times. System and system components shall be replaced and repaired when defective. All fire protections systems within a building shall be maintained in accordance to their referenced standard.	BK	
7	Records within site plans; including Architecture, Mechanical, Electrical, Fire Protection, Construction permits, building operations, and equipment shall be retained on site at all times and readily accessible upon request. Documents such as Fire Department Inspection reports, Fire systems Inspection reports shall also be retained upon issuance.	BK	
8	The use of all hazardous, flammable, and combustible materials shall be handled, stored, and utilized in accordance to the 2016 California Fire Code.	BK	

FOR RETAIL APPLICANTS ONLY

Part H	Retail Requirements	Initials	Conflict
1	Must incorporate a customer entrance that incorporates a pre-screening method to pre-screen those seeking entry.	BK	
2	Must incorporate a physical barrier separating the lobby receptionist, electronic access controls and robbery alarm triggers from customers entering the premises. Ballistic protection encouraged (not mandatory).	BK	
3	Must incorporate a waiting room with staff controlled, electronic access after validating the customer's eligibility to enter at reception.	BK	
4	Must incorporate separate paths for entry and departure to/from the dispensing room from the waiting room.	BK	
5	Access from the waiting room to the dispensing area must require electronic, remotely operated "buzz-in" by a staff member.	BK	
6	If the facility design incorporates an antechamber (not required, but encouraged) between the waiting room and dispensing area, the antechamber must allow for emergency egress and be equipped with crash bars allowing for emergency egress (backtracking).	BK	
7	If product display cases are provided in the waiting area, display cases shall be intrusion resistant (e.g. polycarbonate or protected by intrusion resistant film), locked, accessible only by a manager, and only opened outside of the facility business hours. NOTE: where the waiting area incorporates windows, applicants shall ensure displays, menus or marketing materials depicting cannabis are not visible to persons outside the premises.	BK	
8	Any exits from the dispensing room other than the above described inbound and outbound doors will be situated behind counters and in areas posted as restricted access/employee only areas.	BK	
9	The dispensing room must incorporate a fixed camera focused on each point of sale. Each point of sale must be equipped with a silent robbery alarm activation button.	BK	
10	Access controls and policies must restrict the number of customers in the dispensing room, not to exceed two customers per employee.	BK	
11	The dispensing room may maintain only that amount of product and currency that is necessary for business operations as suggested by the average daily sales reflected during the previous 30 days of business operations. Excess amounts of product and currency must remain in the product vault(s) and/or safe(s) in areas limited to management.	BK	
13	Applicants are advised that an acceptable and comprehensive off-premises currency transportation plan will be required prior to licensing.	BK	
14	All owners, interested parties and employees of a cannabis retail licensee shall be required to attend Cannabis Retail Sellers training provided by the City. Training shall be completed during the next available course offering by the City following approval of the Cannabis Use Permit.	BK	

FOR DELIVERY AND/OR DISTRIBUTION APPLICANTS ONLY


Part I	Delivery & Distributor Requirements	Initials	Conflict
1	Vehicles must be owned/leased/registered to the licensee (not employee owned) and insured through a commercial auto policy meeting or exceeding California requirements.	BK	
2	Vehicles must be less than 10 year models old throughout its service life.	BK	
3	Vehicles must not be marked with graphics or text indicating the vehicle to be associated with cannabis or currency transportation.	BK	
4	Vehicles must be equipped with a real-time, web-accessible GPS tracking system. Location updates must occur at intervals of no more than one minute. Access to GPS online GPS interface must be provided to the Chief of Police or his/her designee.	BK	
5	Vehicles must be equipped with locking storage containers proprietary to storage of in-transit cannabis products.	BK	
6	Vehicles must be equipped with permanently mounted, steel drop-safes for the storage of currency in transit. Drivers must not have access to the drop safe contents.	BK	
7	Drivers must be equipped with two-way, push-to-talk communications providing for immediate communication between the driver and the licensee (dispatcher, manager or other support staff).	BK	
8	Vehicles must meet all relevant California regulations (e.g. vehicle alarm systems, secure storage).	BK	
9	Vehicles must be equipped with on-board video surveillance equipment situated to and of sufficient quality to identify persons unlawfully entering the vehicle or accessing on-board cannabis or currency.	BK	
10	Applicants are advised that prior to licensing, applicant shall remit an acceptable and comprehensive plan describing how the applicant will: (1) validate the identity of person requesting delivery of cannabis; (2) validate the legitimacy of an address to which a delivery is requested; and (3) validate that the location to which a delivery is requested is not situated upon Federally owned or leased property.	BK	
11	Applicants are advised that prior to licensing, applicant shall remit an acceptable and comprehensive plan describing how the applicant will seek to mitigate and respond to auto theft, auto burglary, robbery, involvement in a traffic collision, suspicious circumstances, and managing in-field mechanical break downs of vehicles.	BK	
12	Applicants are advised that prior to licensing, applicant shall remit an acceptable and comprehensive plan describing how the applicant will provide for the secure storage of vehicles used for the transportation of cannabis and/or currency, the secure loading and unloading of product and/or currency, and describing how the applicant will ensure access to vehicles and loading areas is maintained as exclusive to the applicant's employees.	BK	

BGC Inc.
City of Benicia
Proposal for Cannabis Retail Permit

Exhibit to Cannabis Public Safety Application
Comprehensive Security Plan

BGC Inc.
City of Benicia
Proposal for Cannabis Retail Permit

Exhibit to Cannabis Public Safety Application
Corporate Organizational Documents

	Secretary of State Articles of Incorporation of a General Stock Corporation	ARTS-GS
	IMPORTANT — Read instructions before completing this form. Filing Fee — \$100.00 Copy Fees — First page \$1.00; each attachment page \$0.50; Certification Fee - \$5.00 <i>Note: Corporations may have to pay minimum \$800 tax to the California Franchise Tax Board each year. For more information, go to https://www.ftb.ca.gov.</i>	

FILED *JMP/KM*
 Secretary of State
 State of California
 AUG 16 2018

acc This Space For Office Use Only

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

The name of the corporation is BGC Inc.

2. Business Addresses (Enter the **complete** business addresses.)

a. Initial Street Address of Corporation - Do not list a P.O. Box	City (no abbreviations)	State	Zip Code
1072 West K Street	Benicia	CA	94510
b. Initial Mailing Address of Corporation, if different than item 2a	City (no abbreviations)	State	Zip Code

3. Service of Process (Must provide either Individual OR Corporation.)

INDIVIDUAL – Complete Items 3a and 3b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix
Scot		Candell	
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
4040 Civic Center Dr. Suite 219	San Rafael	CA	94903

CORPORATION – Complete Item 3c. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete Item 3a or 3b

4. Shares (Enter the **number of shares** the corporation is authorized to issue. Do not leave blank or enter zero (0).)

This corporation is authorized to issue only one class of shares of stock.
 The total number of shares which this corporation is authorized to issue is 1500.

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

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

6. Read and Sign Below (This form must be signed by each incorporator. See instructions for signature requirements.)

[Signature]

 Signature

Scot Candell

 Type or Print Name

BYLAWS OF BGC INC.,
A California Corporation

ARTICLE I

OFFICES

Section 1. PRINCIPAL EXECUTIVE OR BUSINESS OFFICES. The board of directors will fix the location of the principal executive office of the corporation at any place within or outside the State of California. If the principal executive office is located outside California and the corporation has one or more business offices in California, the board will fix and designate a principal business office in California.

Section 2. OTHER OFFICES. Branch or subordinate offices may be established at any time and at any place by the board of directors or any officer designed by the board.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. PLACE AND CONDUCT OF MEETINGS. Meetings of shareholders will be held at any place within or outside the State of California designated by the board of directors. In the absence of a designation by the board, shareholders' meetings will be held at the corporation's principal executive office. If authorized by the board of directors (in its sole discretion) and subject to the consent requirement in California Corporations Code §20(b) and any guidelines and procedures adopted by the board of directors, shareholders not physically present in person or by proxy at a meeting of shareholders may, by electronic transmission by and to the corporation or by electronic video screen communication, participate in a meeting of shareholders, be deemed present in person or by proxy, and vote, whether the meeting is to be held at a designated place or in whole or in part by means of electronic transmission by and to the corporation or by electronic video screen communication.

A meeting of shareholders may be conducted, in whole or in part, by electronic transmission by and to the corporation or by electronic video screen communication if:

(a) The corporation implements reasonable measures to provide shareholders (in person or by proxy) a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders, including an

opportunity to read or hear the proceedings of the meeting concurrently with those proceedings; and

(b) The corporation maintains a record of the vote or action and any shareholder votes or other shareholder action is taken at the meeting by means of electronic transmission to the corporation or electronic video screen communication.

Any request by the corporation to a shareholder under California Corporations Code §20(b) for consent to conduct a meeting of shareholders by electronic transmission must include a notice that absent consent of the shareholder, the meeting will be held at a physical location.

Section 2. ANNUAL MEETING. The annual meeting of shareholders will be held each year on a date and at a time designated by the board of directors.

At each annual meeting, directors will be elected and any other proper business within the power of the shareholders may be transacted.

Section 3. SPECIAL MEETING. A special meeting of the shareholders may be called at any time by the board of directors, by the chairperson of the board, by the president or vice president, or by one or more shareholders holding shares that in the aggregate are entitled to cast 10 percent or more of the votes at that meeting.

If a special meeting is called by anyone other than the board of directors, the person or persons calling the meeting will make a request in writing, delivered personally or sent by registered mail, or by electronic transmission to the corporation, to the chairperson of the board or the president, vice president, or secretary, specifying the time and date of the meeting (which is not less than 35 nor more than 60 days after receipt of the request) and the general nature of the business proposed to be transacted. Within 20 days after receipt, the officer receiving the request will cause notice to be given to the shareholders entitled to vote, in accordance with Sections 4 and 5 of this Article II, stating that a meeting will be held at the time requested by the person(s) calling the meeting, and stating the general nature of the business proposed to be transacted. If notice is not given within 20 days after receipt of the request, the person or persons requesting the meeting may give the notice. Nothing in this paragraph will be construed as limiting, fixing, or affecting the time when a meeting of shareholders called by action of the board may be held.

Section 4. NOTICE OF SHAREHOLDERS' MEETINGS. All notices of meetings of shareholders will be sent or otherwise given in accordance with Section 5 of this Article II not fewer than 10 nor more than 60 days before the date of the meeting. Shareholders entitled to notice will be determined in accordance with Section 11 of this Article II. The notice will specify the place, date, and hour of

the meeting, and (i) in the case of a special meeting, the general nature of the business to be transacted, or (ii) in the case of the annual meeting, those matters that the board of directors, at the time of giving the notice, intends to present for action by the shareholders. If directors are to be elected, the notice will include the names of all nominees whom the board intends, at the time of the notice, to present for election.

If the meeting is to be held in whole or in part by electronic transmission, the notice shall state the means of electronic transmission by and to the corporation or electronic video screen communication, if any, by which shareholders may participate in that meeting.

The notice will also state the general nature of any proposed action to be taken at the meeting to approve any of the following matters:

- (i) A transaction in which a director has a financial interest, within the meaning of California Corporations Code §310;
- (ii) An amendment of the articles of incorporation under Corporations Code §902;
- (iii) A reorganization under Corporations Code §1201;
- (iv) A voluntary dissolution under Corporations Code §1900; or
- (v) A distribution in dissolution that requires approval of the outstanding shares under Corporations Code §2007.

Section 5. MANNER OF GIVING NOTICE; AFFIDAVIT OF NOTICE.

Notice of any shareholders' meeting will be given either personally or by first-class mail or other written communication (including electronic transmission by the corporation), charges prepaid, addressed to the shareholder at the physical or electronic address appearing on the corporation's books or given by the shareholder to the corporation for purposes of notice. If no address appears on the corporation's books or has been given as specified above, notice will be either (1) sent by first-class mail addressed to the shareholder at the corporation's principal executive office, or (2) published at least once in a newspaper of general circulation in the county where the corporation's principal executive office is located. Notice is deemed to have been given at the time when delivered personally or deposited in the mail or sent by other means of written communication.

If any notice or report mailed to a shareholder at the address appearing on the corporation's books is returned marked to indicate that the United States Postal Service is unable to deliver the document to the shareholder at that

address, all future notices or reports will be deemed to have been duly given without further mailing if the corporation holds the document available for the shareholder on written demand at the corporation's principal executive office for a period of 1 year after the date the notice or report was given to all other shareholders.

Notice shall not be given by electronic transmission by the corporation after either of the following: (1) The corporation is unable to deliver two consecutive notices to the shareholder by that means, or (2) the inability to so deliver such notices to the shareholder becomes known to the secretary, any assistant secretary, the transfer agent, or other person responsible for the giving of the notice.

An affidavit of the mailing, or other authorized means of transmitting, of any notice of shareholders' meeting, report, or other document sent to shareholders, may be executed by the corporation's secretary, assistant secretary, or transfer agent and, if executed, will be filed and maintained in the minute book of the corporation.

Section 6. QUORUM. The presence in person or by proxy of the holders of a majority of the shares entitled to vote at any meeting of the shareholders will constitute a quorum for the transaction of business. The shareholders present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough shareholders to leave fewer than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the shares required to constitute a quorum, unless the General Corporation Law requires the vote of a greater number of shareholders or a vote by classes.

Section 7. ADJOURNED MEETING; NOTICE. Any shareholders' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of the majority of the shares represented at that meeting, either in person or by proxy, but in the absence of a quorum, no other business may be transacted at that meeting, except as provided in Section 6 of this Article II.

When any meeting of shareholders, either annual or special, is adjourned to another time or place, notice of the adjourned meeting need not be given if the time and place (or the means of electronic transmission by and to the corporation or electronic video screen communication, if any, by which shareholders may participate) are announced at the meeting at which the adjournment is taken, unless a new record date for the adjourned meeting is fixed, or unless the adjournment is for more than 45 days after the date set for the original meeting, in which case the board of directors will set a new record date. Notice of any such adjourned meeting, if required, will be given to each

shareholder of record entitled to vote at the adjourned meeting, in accordance with Sections 4 and 5 of this Article II. At any adjourned meeting, the corporation may transact any business that might have been transacted at the original meeting.

Section 8. VOTING. The shareholders entitled to vote at any meeting of shareholders will be determined in accordance with Section 11 of this Article II, subject to the provisions of the California Corporations Code §§702–704 relating to voting shares held by a fiduciary, in the name of a corporation, or in joint ownership. The shareholders' vote may be by voice vote or by ballot, provided, however, that any election for directors must be by ballot if demanded by any shareholder before the voting has begun. On any matter other than the election of directors, any shareholder may vote part of the shares the shareholder is to vote in favor of the proposal and refrain from voting the remaining shares or vote them against the proposal, but, if the shareholder fails to specify the number of shares that the shareholder is voting affirmatively, it will be conclusively presumed that the shareholder's approving vote is with respect to all shares that the shareholder is entitled to vote. If a quorum is present (or if a quorum has been present earlier at the meeting but some shareholders have withdrawn), the affirmative vote of a majority of the shares represented and voting, provided such shares voting affirmatively also comprise a majority of the number of shares required for a quorum, will constitute an act of the shareholders unless the vote of a greater number or a vote by classes is required by law or by the articles of incorporation.

At a shareholders' meeting at which directors are to be elected, no shareholder will be entitled to cumulate votes (*i.e.*, cast for any candidate a number of votes greater than the number of votes which that shareholder normally would be entitled to cast), unless the candidates' names have been placed in nomination before commencement of the voting and a shareholder has given notice at the meeting, before the voting has begun, of the shareholder's intention to cumulate votes. If any shareholder has given such a notice, then all shareholders entitled to vote may cumulate their votes for candidates in nomination. Thus each such shareholder may give one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which that shareholder's shares are normally entitled, or may distribute the shareholder's votes on the same principle among any or all of the candidates. The candidates receiving the highest number of votes, up to the number of positions to be filled, will be elected.

Section 9. WAIVER OF NOTICE OR CONSENT BY ABSENT SHAREHOLDERS. The transactions of any meeting of shareholders, either annual or special, however called and noticed and wherever held, will be as valid as though they were had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if each person entitled to vote who

was not present in person or by proxy, either before or after the meeting, signs a written waiver of notice or a consent to holding the meeting or an approval of the minutes of the meeting. The waiver of notice or consent need not specify either the business to be transacted or the purpose of any annual or special meeting of the shareholders, except that, if action is taken or proposed to be taken for approval of any of those matters specified in the California Corporations Code §601(f), *i.e.*,

- (i) A transaction in which a director has a financial interest, within the meaning of Corporations Code §310;
- (ii) An amendment of the articles of incorporation under Corporations Code §902;
- (iii) A reorganization under Corporations Code §1201;
- (iv) A voluntary dissolution under Corporations Code §1900; or
- (v) A distribution in dissolution that requires approval of the outstanding shares under Corporations Code §2007.

The waiver of notice or consent is required to state the general nature of the action or proposed action. All waivers, consents, and approvals will be filed with the corporate records or made a part of the minutes of the meeting.

A shareholder's attendance at a meeting also constitutes a waiver of notice of that meeting, unless the shareholder at the beginning of the meeting objects to the transaction of any business on the ground that the meeting was not lawfully called or convened. In addition, attendance at a meeting does not constitute a waiver of any right to object to consideration of matters required by law to be included in the notice of the meeting which were not so included, if that objection is expressly made at the meeting.

Section 10. SHAREHOLDER ACTION BY WRITTEN CONSENT WITHOUT A MEETING. Any action that could be taken at an annual or special meeting of shareholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take that action at a meeting at which all shares entitled to vote on that action were present and voted.

Directors may be elected by written consent of the shareholders without a meeting only if the written consents of all outstanding shares entitled to vote are obtained, except that vacancies on the board (other than vacancies created by removal) not filled by the board may be filled by the written consent of the holders of a majority of the outstanding shares entitled to vote.

All consents will be filed with the secretary of the corporation and will be maintained in the corporate records. Any shareholder or other authorized person who has given a written consent may revoke it by a writing received by the secretary of the corporation before written consents of the number of shares required to authorize the proposed action have been filed with the secretary.

Unless the consents of all shareholders entitled to vote have been solicited in writing, prompt notice will be given of any corporate action approved by shareholders without a meeting by less than unanimous consent, to those shareholders entitled to vote who have not consented in writing. As to approvals required by California Corporations Code §310 (transactions in which a director has a financial interest), §317 (indemnification of corporate agents), or §2007 (certain distributions on dissolution), notice of the approval will be given at least 10 days before the consummation of any action authorized by the approval. Notice will be given in the manner specified in Section 5 of this Article II.

Section 11. RECORD DATE FOR SHAREHOLDER NOTICE OF MEETING, VOTING, AND GIVING CONSENT.

(a) For purposes of determining the shareholders entitled to receive notice of and vote at a shareholders' meeting or give written consent to corporate action without a meeting, the board may fix in advance a record date that is not more than 60 nor less than 10 days before the date of a shareholders' meeting, or not more than 60 days before any other action.

(b) If no record date is fixed:

(i) The record date for determining shareholders entitled to receive notice of and vote at a shareholders' meeting will be the business day next preceding the day on which notice is given, or, if notice is waived as provided in Section 9 of this Article II, the business day next preceding the day on which the meeting is held.

(ii) The record date for determining shareholders entitled to give consent to corporate action in writing without a meeting, if no prior action has been taken by the board, will be the day on which the first written consent is given.

(iii) The record date for determining shareholders for any other purpose will be as set forth in Section 1 of Article VIII of these bylaws.

(c) A determination of shareholders of record entitled to receive notice of and vote at a shareholders' meeting will apply to any adjournment of the meeting unless the board fixes a new record date for the adjourned meeting. However,

the board will fix a new record date if the adjournment is to a date more than 45 days after the date set for the original meeting.

(d) Only shareholders of record on the corporation's books at the close of business on the record date will be entitled to any of the notice and voting rights listed in subsection (a) of this section, notwithstanding any transfer of shares on the corporation's books after the record date, except as otherwise required by law.

Section 12. PROXIES. Every person entitled to vote for directors or on any other matter will have the right to do so either in person or by one or more agents authorized by a written proxy signed by the person and filed with the secretary of the corporation. A proxy will be deemed signed if the shareholder's name is placed on the proxy (whether by manual signature, electronic signature, or otherwise) by the shareholder or the shareholder's attorney in fact. A validly executed proxy that does not state that it is irrevocable will continue in full force and effect unless (i) revoked by the person executing it, before the vote pursuant to that proxy, by a writing delivered to the corporation stating that the proxy is revoked, or by attendance at the meeting and voting in person by the person executing the proxy or by a subsequent proxy executed by the same person and presented at the meeting; or (ii) written notice of the death or incapacity of the maker of that proxy is received by the corporation before the vote pursuant to that proxy is counted; provided, however, that no proxy will be valid after the expiration of 11 months from the date of the proxy, unless otherwise provided in the proxy. The revocability of a proxy that states on its face that it is irrevocable will be governed by the provisions of the California Corporations Code §§705(e) and 705(f).

Section 13. INSPECTORS OF ELECTION. Before any meeting of shareholders, the board of directors may appoint any persons other than nominees for office to act as inspectors of election at the meeting or its adjournment. If no inspectors of election are so appointed, the chairperson of the meeting may, and on the request of any shareholder or a shareholder's proxy will, appoint inspectors of election at the meeting. The number of inspectors will be either one or three. If inspectors are appointed at a meeting on the request of one or more shareholders or proxies, the holders of a majority of shares or their proxies present at the meeting will determine whether one or three inspectors are to be appointed. If any person appointed as inspector fails to appear or fails or refuses to act, the chairperson of the meeting may, and upon the request of any shareholder or a shareholder's proxy will, appoint a person to fill that vacancy.

These inspectors will: (a) determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, and the authenticity, validity, and effect of proxies; (b) receive

votes, ballots, or consents; (c) hear and determine all challenges and questions in any way arising in connection with the right to vote; (d) count and tabulate all votes or consents; (e) determine when the polls will close; (f) determine the result; and (g) do any other acts that may be proper to conduct the election or vote with fairness to all shareholders.

ARTICLE III

DIRECTORS

Section 1. **POWERS.** Subject to the provisions of the California General Corporation Law and any limitations in the articles of incorporation and these bylaws relating to action required to be approved by the shareholders or by the outstanding shares, the business and affairs of the corporation will be managed and all corporate powers will be exercised by or under the direction of the board of directors.

Section 2. **NUMBER OF DIRECTORS.** The authorized number of directors will be 3 until changed by a duly adopted amendment to the articles of incorporation or by amendment to this bylaw adopted by the vote or written consent of a majority of the outstanding shares entitled to vote. However, an amendment that would reduce the authorized number of directors to a number fewer than five cannot be adopted if the votes cast against its adoption at a shareholders' meeting or the shares not consenting to an action by written consent are equal to more than one-sixth (16-2/3 percent) of the outstanding shares entitled to vote.

Section 3. **ELECTION AND TERM OF OFFICE OF DIRECTORS.** Directors will be elected at each annual meeting of the shareholders to hold office until the next annual meeting. Each director, including a director elected to fill a vacancy, will hold office until the expiration of the term for which elected and until a successor has been elected and qualified.

No reduction of the authorized number of directors will have the effect of removing any director before that director's term of office expires.

Section 4. **VACANCIES.** A vacancy in the board of directors will be deemed to exist (1) if a director dies, resigns, or is removed by the shareholders or an appropriate court, as provided in the California Corporations Code §303 or §304; (2) if the board of directors declares vacant the office of a director who has been (i) convicted of a felony not known to the board prior to election of the director or (ii) declared of unsound mind by an order of court; (3) if the authorized number of directors is increased; or (4) if at any shareholders' meeting at which one or more directors are elected the shareholders fail to elect the full authorized number of directors to be voted for at that meeting.

Any director may resign effective on giving written notice to the chairperson of the board, the president, the secretary, or the board of directors, unless the notice specifies a later effective date. If the resignation is effective at a future time, the board may elect a successor to take office when the resignation becomes effective.

Except for a vacancy caused by the removal of a director, vacancies on the board may be filled by approval of the board or, if the number of directors then in office is less than a quorum, by (1) the affirmative vote of a majority of the directors then in office at a meeting held pursuant to notice or waivers of notice complying with Corporations Code §307, or (2) a sole remaining director.

A vacancy on the board caused by the removal of a director may be filled only by the shareholders, except that a vacancy created when the board declares the office of a director vacant as provided in clause (2) of the first paragraph of this section of the bylaws may be filled by the board of directors.

The shareholders may elect a director at any time to fill a vacancy not filled by the board of directors.

The term of office of a director elected to fill a vacancy will run until the next annual meeting of the shareholders, and such a director will hold office until a successor is elected and qualified.

Section 5. PLACE OF MEETINGS; MEETINGS BY ELECTRONIC COMMUNICATIONS. Regular meetings of the board of directors may be held at any place within or outside the State of California that has been designated from time to time by resolution of the board of directors. In the absence of such a designation, regular meetings shall be held at the principal executive office of the corporation. Any regular meeting of the board of directors may nonetheless be held at any place consented to in writing by all members of the board of directors, whether before or after the meeting. If consents are given, they shall be filed with the minutes of the meeting. Special meetings of the board of directors will be held at any place within or outside the State of California that has been designated in the notice of the meeting or, if not stated in the notice or there is no notice, at the principal executive office of the corporation. Any special meeting of the board of directors may nonetheless be held at any place consented to in writing by all members of the board of directors, whether before or after the meeting. If consents are given, they shall be filed with the minutes of the meeting. Members of the board of directors may participate in a meeting through the use of conference telephone, electronic video screen communication, or electronic transmission by and to the corporation. Participation in a meeting through the use of conference telephone or electronic video screen communication constitutes presence in person at that meeting so long as all members participating in the meeting are able to hear

one another. Participation in a meeting through the use of electronic transmission by and to the corporation (other than conference telephone and electronic video screen communication) constitutes presence in person at that meeting if each member participating in the meeting can communicate with all of the other members concurrently and each member is provided the means of participating in all matters before the board of directors, including, without limitation, the capacity to propose, or to interpose an objection to, a specific action to be taken by the corporation, and the corporation adopts and implements some means of verifying that (i) each person participating in the meeting is a director or other person entitled to participate in the meeting and (ii) all actions of, or votes by, the board are taken or cast only by directors and not by persons who are not members of the board of directors.

Section 6. ANNUAL DIRECTORS' MEETING. Immediately after each annual shareholders' meeting, the board of directors will hold a regular meeting at the same place, or at any other place that has been designated by the board of directors, to consider matters of organization, election of officers, and other business as desired. Notice of this meeting will not be required unless some place other than the place of the annual shareholders' meeting has been designated.

Section 7. OTHER REGULAR MEETINGS. Other regular meetings of the board of directors will be held without call at times to be fixed by the board of directors from time to time. Such regular meetings may be held without notice.

Section 8. SPECIAL MEETINGS. Special meetings of the board of directors may be called for any purpose or purposes at any time by the chairperson of the board, the president, any vice president, the secretary, or any two directors.

Special meetings will be held on 4 days' notice by mail or 48 hours' notice delivered personally or by telephone, including a voice messaging system or other system or technology designed to record and communicate messages, facsimile, electronic mail, or other electronic means. Oral notice given personally or by telephone, or written notice given by electronic mail or facsimile, may be transmitted either to the director or to a person at the director's office who can reasonably be expected to communicate it promptly to the director. Written notice, if used, will be addressed to each director at the address shown on the corporation's records. The notice need not specify the purpose of the meeting, nor need it specify the place if the meeting is to be held at the principal executive office of the corporation.

Section 9. QUORUM. A majority of the authorized number of directors will constitute a quorum for the transaction of business, except to adjourn as provided in Section 11 of this Article. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is

present will be regarded as the act of the board of directors, subject to the provisions of Corporations Code §310 (concerning approval of contracts or transactions in which a director has a direct or indirect material financial interest), §311 (concerning appointment of committees), and §317(e) (concerning indemnification of directors). A meeting at which a quorum is initially present may continue to transact business, despite a withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

Even though a quorum is initially present, if the number of directors present at a meeting is reduced to less than a quorum by withdrawal of directors, no further business except adjournment from time to time may be transacted at the meeting until a quorum is present.

Section 10. WAIVER OF NOTICE. Notice of a meeting, although otherwise required, need not be given to any director who (1) either before or after the meeting signs a waiver of notice or a consent to holding the meeting without being given notice, (2) signs an approval of the minutes of the meeting, or (3) attends the meeting without protesting the lack of notice before or at the beginning of the meeting. Waivers of notice or consents need not specify the purpose of the meeting. All waivers, consents, and approvals of the minutes will be filed with the corporate records or made a part of the minutes of the meeting.

Section 11. ADJOURNMENT TO ANOTHER TIME OR PLACE. Whether or not a quorum is present, a majority of the directors present may adjourn any meeting to another time or place.

Section 12. NOTICE OF ADJOURNED MEETING. Notice of the time and place of resuming a meeting that has been adjourned need not be given unless the adjournment is for more than 24 hours, in which case notice will be given, before the time set for resuming the adjourned meeting, to the directors who were not present at the time of the adjournment. Notice need not be given in any case to directors who were present at the time of adjournment.

Section 13. ACTION WITHOUT A MEETING. Any action required or permitted to be taken by the board of directors may be taken without a meeting, if all members of the board of directors individually or collectively consent in writing to that action. The phrase “all members of the board of directors” shall include an “interested director” as described in Corporations Code Section 310(a) or a “common director” as described in Corporations Code Section 310(b) who abstains in writing from providing consent, where (1) the disclosures required by Section 310 have been made to the noninterested or noncommon directors, as applicable, before their execution of the written consent or consents; (2) the specified disclosures are conspicuously included in

the written consent or consents executed by the noninterested or noncommon directors; and (3) the noninterested or noncommon directors, as applicable, approve the action by a vote that is sufficient without counting the votes of the interested or common directors. Any action by written consent will have the same force and effect as a unanimous vote of the board of directors. All written consents will be filed with the minutes of the proceedings of the board of directors.

Section 14. FEES AND COMPENSATION OF DIRECTORS. Directors and members of committees of the board may be compensated for their services, and will be reimbursed for expenses, as fixed or determined by resolution of the board of directors. This section will not be construed to preclude any director from serving the corporation in any other capacity, as an officer, agent, employee, or otherwise, or from receiving compensation for those services.

ARTICLE IV

COMMITTEES

Section 1. COMMITTEES OF THE BOARD. The board of directors may, by resolution adopted by a majority of the authorized number of directors, designate one or more committees, each consisting of two or more directors. The board may designate one or more directors as alternate members of any committee, to replace any absent member at a committee meeting. The appointment of committee members or alternate members requires the vote of a majority of the authorized number of directors. A committee may be granted any or all of the powers and authority of the board, to the extent provided in the resolution of the board of directors establishing the committee, except with respect to:

- (a) Approving any action for which the California Corporations Code also requires the approval of the shareholders or of the outstanding shares;
- (b) Filling vacancies on the board of directors or any committee of the board;
- (c) Fixing directors' compensation for serving on the board or a committee of the board;
- (d) Adopting, amending, or repealing bylaws;
- (e) Amending or repealing any resolution of the board of directors that by its express terms is not so amendable or repealable;
- (f) Making distributions to shareholders, except at a rate or in a periodic amount or within a price range determined by the board of directors; or

(g) Appointing other committees of the board or their members.

Section 2. MEETINGS AND ACTION OF COMMITTEES. Meetings and action of committees will be governed by, and held and taken in accordance with, bylaw provisions applicable to meetings and actions of the board of directors, with such changes in the context of those bylaws as are necessary to substitute the committee and its members for the board of directors and its members, except that (1) the time of regular meetings of committees may be determined either by resolution of the board of directors or by resolution of the committee; (2) special meetings of committees may also be called by resolution of the board of directors; and (3) notice of special meetings of committees will also be given to all alternative members who will have the right to attend all meetings of the committee. The board of directors may adopt rules for the governance of any committee not inconsistent with these bylaws.

ARTICLE V

OFFICERS

Section 1. OFFICERS. The officers of the corporation will be a president, a secretary, and a chief financial officer. The corporation may also have, at the discretion of the board of directors, a chairperson of the board, one or more vice presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed in accordance with Section 3 of this Article V. Any number of offices may be held by the same person.

Section 2. APPOINTMENT OF OFFICERS. The officers of the corporation, except for subordinate officers appointed in accordance with Section 3 of this Article V, will be appointed annually by the board of directors, and will serve at the pleasure of the board of directors.

Section 3. SUBORDINATE OFFICERS. The board of directors may appoint, and may empower the president to appoint, other officers as required by the business of the corporation, whose duties will be as provided in the bylaws, or as determined from time to time by the board of directors or the president.

Section 4. REMOVAL AND RESIGNATION OF OFFICERS. Any officer chosen by the board of directors may be removed at any time, with or without cause or notice, by the board of directors. Subordinate officers appointed by persons other than the board under Section 3 of this Article V may be removed at any time, with or without cause or notice, by the board of directors or by the officer by whom appointed. Officers may be employed for a specified term under a contract of employment if authorized by the board of directors; such officers may be removed from office at any time under this section, and will have no

claim against the corporation or individual officers or board members because of the removal except any right to monetary compensation to which the officer may be entitled under the contract of employment.

Any officer may resign at any time by giving written notice to the corporation. Resignations will take effect on the date of receipt of the notice, unless a later time is specified in the notice. Unless otherwise specified in the notice, acceptance of the resignation is not necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the corporation to monetary damages under any contract of employment to which the officer is a party.

Section 5. VACANCIES IN OFFICES. A vacancy in any office resulting from an officer's death, resignation, removal, or disqualification, or from any other cause, will be filled in the manner prescribed in these bylaws for regular election or appointment to that office.

Section 6. CHAIRPERSON OF THE BOARD. The board of directors will elect a chairperson, who will preside, if present, at board meetings and will exercise and perform such other powers and duties as may be assigned from time to time by the board of directors. If there is no president, the chairperson of the board will in addition be the chief executive officer of the corporation, and will have the powers and duties as set forth in Section 7 of this Article V.

Section 7. PRESIDENT. Except to the extent that the bylaws or the board of directors assign specific powers and duties to the chairperson of the board (if any), the president will be the corporation's general manager and chief executive officer and, subject to the control of the board of directors, will have general supervision, direction, and control over the corporation's business and its officers. The managerial powers and duties of the president will include, but are not limited to, all the general powers and duties of management usually vested in the office of president of a corporation, and the president will have other powers and duties as prescribed by the board of directors or the bylaws. The president will preside at all meetings of the shareholders and, in the absence of the chairperson of the board or if there is no chairperson of the board, will also preside at meetings of the board of directors.

Section 8. VICE PRESIDENTS. If desired, one or more vice presidents may be chosen by the board of directors in accordance with the provisions for electing officers set forth in Section 2 of this Article V. In the absence or disability of the president, the president's duties and responsibilities will be carried out by the highest ranking available vice president if vice presidents are ranked or, if not, by a vice president designated by the board of directors. When so acting, a vice president will have all the powers of and be subject to all the restrictions on the president. Vice presidents of the corporation will have such other powers and

perform such other duties as prescribed from time to time by the board of directors, the bylaws, or the president (or chairperson of the board if there is no president).

Section 9. SECRETARY

(a) *Minutes.* The secretary will keep, or cause to be kept, minutes of all of the shareholders' meetings and of all other board meetings. If the secretary is unable to be present, the secretary or the presiding officer of the meeting will designate another person to take the minutes of the meeting.

The secretary will keep, or cause to be kept, at the principal executive office or such other place as designated by the board of directors, a book of minutes of all meetings and actions of the shareholders, of the board of directors, and of committees of the board. The minutes of each meeting will state the time and place the meeting was held; whether it was regular or special; if special, how it was called or authorized; the names of directors present at board or committee meetings; the number of shares present or represented at shareholders' meetings; an accurate account of the proceedings; and when it was adjourned.

(b) *Record of Shareholders.* The secretary will keep, or cause to be kept, at the principal executive office or at the office of the transfer agent or registrar, a record or duplicate record of shareholders. This record will show the names of all shareholders and their addresses, the number and classes of shares held by each, the number and date of share certificates issued to each shareholder, and the number and date of cancellation of any certificates surrendered for cancellation.

(c) *Notice of Meetings.* The secretary will give notice, or cause notice to be given, of all shareholders' meetings, board meetings, and meetings of committees of the board for which notice is required by statute or by the bylaws. If the secretary or other person authorized by the secretary to give notice fails to act, notice of any meeting may be given by any other officer of the corporation.

(d) *Other Duties.* The secretary will keep the seal of the corporation, if any, in safe custody. The secretary will have such other powers and perform other duties as prescribed by the board of directors or by the bylaws.

Section 10. CHIEF FINANCIAL OFFICER. The chief financial officer will keep, or cause to be kept, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and shares. The books of account will at all reasonable times be open to inspection by any director.

The chief financial officer will (1) deposit corporate funds and other valuables in the corporation's name and to its credit with depositaries designated by the board of directors; (2) make disbursements of corporate funds as authorized by the board; (3) render a statement of the corporation's financial condition and an account of all transactions conducted as chief financial officer whenever requested by the president or the board of directors; and (4) have other powers and perform other duties as prescribed by the board of directors or the bylaws.

Unless the board of directors has elected a separate treasurer, the chief financial officer will be deemed to be the treasurer for purposes of giving any reports or executing any certificates or other documents.

ARTICLE VI

INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER AGENTS

Section 1. AGENTS, PROCEEDINGS, AND EXPENSES. For the purposes of this Article, "agent" means any person who is or was a director, officer, employee, or other agent of this corporation, or who is or was serving at the request of this corporation as a director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, or who was a director, officer, employee, or agent of a foreign or domestic corporation that was a predecessor corporation of this corporation or of another enterprise at the request of such predecessor corporation; "proceeding" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; and "expenses" includes, without limitation, attorney fees and any expenses of establishing a right to indemnification under Section 4 or Section 5(d) of this Article VI.

Section 2. ACTIONS OTHER THAN BY THE CORPORATION. This corporation will have the power to indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding (other than an action by or in the right of this corporation to procure a judgment in its favor) by reason of the fact that such person is or was an agent of this corporation, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding if that person acted in good faith and in a manner that the person reasonably believed to be in the best interests of this corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of that person was unlawful, provided that, with regard to any criminal proceeding based on violations of federal law relating to cultivation, sale, distribution, or manufacturing of cannabis or cannabis products, the corporation will have the power to indemnify a person absent clear and convincing evidence that such person acted without reasonable cause

to believe that his or her conduct was lawful under applicable state law. The termination of any proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, will not, of itself, create a presumption either that the person did not act in good faith and in a manner that the person reasonably believed to be in the best interests of this corporation or that the person had reasonable cause to believe that the person's conduct was not unlawful.

Section 3. ACTIONS BY OR IN THE RIGHT OF THE CORPORATION. This corporation will have the power to indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action by or in the right of this corporation to procure a judgment in its favor, by reason of the fact that such person is or was an agent of this corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of that action, if such person acted in good faith, in a manner such person believed to be in the best interests of this corporation and its shareholders. No indemnification will be made under this Section 3 for the following:

(a) Any claim, issue, or matter on which such person has been adjudged to be liable to this corporation in the performance of such person's duty to the corporation and its shareholders, unless and only to the extent that the court in which such proceeding is or was pending will determine on application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for expenses, and then only to the extent that the court will determine;

(b) Amounts paid in settling or otherwise disposing of a pending action without court approval; or

(c) Expenses incurred in defending a pending action that is settled or otherwise disposed of without court approval.

Section 4. SUCCESSFUL DEFENSE BY AGENT. To the extent that an agent of this corporation has been successful on the merits in defense of any proceeding referred to in Section 2 or 3 of this Article VI, or in defense of any claim, issue, or matter therein, the agent will be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 5. REQUIRED APPROVAL. Except as provided in Section 4 of this Article any indemnification under this section will be made by the corporation only if authorized in the specific case, after a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 2 or 3 by one of the following:

(a) A majority vote of a quorum consisting of directors who are not parties to such proceeding;

(b) Independent legal counsel in a written opinion if a quorum of directors who are not parties to such a proceeding is not available.

(c) (i) The affirmative vote of a majority of shares of this corporation entitled to vote represented at a duly held meeting at which a quorum is present; or

(ii) the written consent of holders of a majority of the outstanding shares entitled to vote (for purposes of this subsection 5(c), the shares owned by the person to be indemnified will not be considered outstanding or entitled to vote thereon); or

(d) The court in which the proceeding is or was pending, on application made by this corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by this corporation.

Section 6. ADVANCE OF EXPENSES. Expenses incurred in defending any proceeding may be advanced by the corporation before the final disposition of such proceeding on receipt of an undertaking by or on behalf of the agent to repay such amounts if it will be determined ultimately that the agent is not entitled to be indemnified as authorized in this Article VI.

Section 7. OTHER CONTRACTUAL RIGHTS. The indemnification provided by this Article VI will not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under, *e.g.*, any bylaw, agreement, or vote of shareholders or disinterested directors, both regarding action in an official capacity and regarding action in another capacity while holding such office, to the extent that such additional rights to indemnification are authorized in the articles of the corporation. Nothing in this section will affect any right to indemnification to which persons other than such directors and officers may be entitled by contract or otherwise.

Section 8. LIMITATIONS. No indemnification or advance will be made under this Article VI, except as provided in Section 4 or Section 5(d), in any circumstance if it appears:

(a) That it would be inconsistent with a provision of the articles or bylaws, a resolution of the shareholders, or an agreement which prohibits or otherwise limits indemnification; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving settlement.

Section 9. INSURANCE. This corporation may purchase and maintain insurance on behalf of any agent of the corporation insuring against any liability asserted against or incurred by the agent in that capacity or arising out of the agent's status as such, whether or not this corporation would have the power to indemnify the agent against that liability under the provisions of this Article VI. Despite the foregoing, if this corporation owns all or a portion of the shares of the company issuing the policy of insurance, the insuring company or the policy will meet the conditions set forth in Corporations Code §317(i).

Section 10. FIDUCIARIES OF CORPORATE EMPLOYEE BENEFIT PLAN. This Article VI does not apply to any proceeding against any trustee, investment manager, or other fiduciary of an employee benefit plan in that person's capacity as such, even though that person may also be an agent of the corporation. The corporation will have the power to indemnify, and to purchase and maintain insurance on behalf of any such trustee, investment manager, or other fiduciary of any benefit plan for any or all of the directors, officers, and employees of the corporation or any of its subsidiary or affiliated corporations.

Section 11. SURVIVAL OF RIGHTS. The rights provided by this Article VI will continue for a person who has ceased to be an agent and will inure to the benefit of the heirs, executors, and administrators of such person.

Section 12. EFFECT OF AMENDMENT. Any amendment, repeal, or modification of this Article VI will not adversely affect an agent's right or protection existing at the time of such amendment, repeal, or modification.

Section 13. SETTLEMENT OF CLAIMS. The corporation will not be liable to indemnify any agent under this Article VI for (a) any amounts paid in settlement of any action or claim effected without the corporation's written consent, which consent will not be unreasonably withheld, or (b) any judicial award, if the corporation was not given a reasonable and timely opportunity to participate, at its expense, in the defense of such action.

Section 14. SUBROGATION. In the event of payment under this Article VI, the corporation will be subrogated, to the extent of such payment, to all of the rights of recovery of the agent, who will execute all papers required and will do everything that may be necessary to secure such rights, including the execution of such documents as may be necessary to enable the corporation effectively to bring suit to enforce such rights.

Section 15. NO DUPLICATION OF PAYMENTS. The corporation will not be liable under this Article VI to make any payment in connection with any claim made against the agent to the extent the agent has otherwise actually received payment, whether under a policy of insurance, an agreement, or a vote, or

through other means, of the amounts otherwise indemnifiable under this Article.

ARTICLE VII

RECORDS AND REPORTS

Section 1. MAINTENANCE OF SHAREHOLDER RECORD AND INSPECTION BY SHAREHOLDERS. The corporation will keep at its principal executive office or at the office of its transfer agent or registrar, as determined by resolution of the board of directors, a record of the names and addresses of all shareholders and the number and class of shares held by each shareholder.

A shareholder or shareholders holding at least 5 percent in the aggregate of the outstanding voting shares of the corporation have the right to do either or both of the following:

(a) Inspect and copy the record of shareholders' names and addresses and shareholdings during usual business hours, on 5 days' prior written demand on the corporation, or

(b) Obtain from the corporation's transfer agent, on written demand and tender of the transfer agent's usual charges for this service, a list of the names and addresses of shareholders who are entitled to vote for the election of directors, and their shareholdings, as of the most recent record date for which a list has been compiled or as of a specified date later than the date of demand. This list will be made available within 5 days after (i) the date of demand or (ii) the specified later date as of which the list is to be compiled.

The record of shareholders will also be open to inspection on the written demand of any shareholder or holder of a voting trust certificate, at any time during usual business hours, for a purpose reasonably related to the holder's interests as a shareholder or holder of a voting trust certificate. Any inspection and copying under this section may be made in person or by an agent or attorney of the shareholder or holder of a voting trust certificate making the demand.

Section 2. MAINTENANCE AND INSPECTION OF BYLAWS. The corporation will keep at its principal executive office, or if its principal executive office is not in the State of California, at its principal business office in this state, the original or a copy of the bylaws as amended to date, which will be open to inspection by the shareholders at all reasonable times during office hours. If the principal executive office of the corporation is outside the State of California and the corporation has no principal business office in this state, the secretary will, on

the written request of any shareholder, furnish to that shareholder a copy of the bylaws as amended to date.

Section 3. MAINTENANCE AND INSPECTION OF MINUTES AND ACCOUNTING RECORDS. The minutes of proceedings of the shareholders, board of directors, and committees of the board, and the accounting books and records, will be kept at the principal executive office of the corporation, or at such other place or places as designated by the board of directors. The minutes and the accounting books and records will be kept either in written form or in a form capable of being converted into written form. The minutes and accounting books and records will be open to inspection on the written demand of any shareholder or holder of a voting trust certificate at any reasonable time during usual business hours, for a purpose reasonably related to the holder's interests as a shareholder or holder of a voting trust certificate. The inspection may be made in person or by an agent or attorney, and will include the right to copy and make extracts. These rights of inspection will extend to the records of each subsidiary of the corporation.

Section 4. INSPECTION BY DIRECTORS. Every director will have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the corporation and each of its subsidiary corporations. This inspection by a director may be made in person or by an agent or attorney, and the right of inspection includes the right to copy and make extracts of documents.

Section 5. ANNUAL REPORT TO SHAREHOLDERS. Inasmuch as, and for as long as, there are fewer than 100 shareholders, the requirement of an annual report to shareholders referred to in California Corporations Code §1501 is expressly waived. However, nothing in this provision will be interpreted as prohibiting the board of directors from issuing annual or other periodic reports to the shareholders, as the board considers appropriate.

If at any time the number of shareholders will exceed 100, the first paragraph of Section 5 will be repealed, and the following provisions will be substituted:

The board of directors will cause an annual report to be sent to the shareholders not later than 120 days after the close of the fiscal year adopted by the corporation. This report will be sent at least 15 days (if third-class mail is used, 35 days) before the annual meeting of shareholders to be held during the next fiscal year and in the manner specified for giving notice to shareholders in Section 5 of Article II of these bylaws. The annual report will contain a balance sheet as of the end of the fiscal year and an income statement and a statement of cash flows for the fiscal year that are (1) prepared in accordance with generally accepted accounting principles applied on a consistent basis and (2) accompanied by any report of independent accountants, or, if there is no such

report, the certificate of an authorized officer of the corporation that the statements were prepared from the corporation's books and records without audit.

Section 6. FINANCIAL STATEMENTS. The corporation will keep a copy of each annual financial statement, quarterly or other periodic income statement, and accompanying balance sheets prepared by the corporation on file in the corporation's principal executive office for 12 months; these documents will be exhibited at all reasonable times, or copies provided, to any shareholder on demand.

If no annual report for the last fiscal year has been sent to shareholders, on written request of any shareholder made more than 120 days after the close of the fiscal year the corporation will deliver or mail to the shareholder, within 30 days after receipt of the request, a balance sheet as of the end of that fiscal year and an income statement and statement of cash flows for that fiscal year.

A shareholder or shareholders holding 5 percent or more of the outstanding shares of any class of stock of the corporation may request in writing an income statement for the most recent 3-month, 6-month, or 9-month period (ending more than 30 days before the date of the request) of the current fiscal year, and a balance sheet of the corporation as of the end of that period. If such documents are not already prepared, the chief financial officer will cause them to be prepared and will deliver the documents personally or mail them to the requesting shareholders within 30 days after receipt of the request. A balance sheet, income statement, and statement of cash flows for the last fiscal year will also be included, unless the corporation has sent the shareholders an annual report for the last fiscal year.

Quarterly income statements and balance sheets referred to in this section will be accompanied by the report, if any, of independent accountants engaged by the corporation or the certificate of an authorized corporate officer stating that the financial statements were prepared from the corporation's books and records without audit.

Section 7. ANNUAL STATEMENT OF GENERAL INFORMATION.

(a) The corporation shall file a statement with the Secretary of State on the prescribed form, setting forth the authorized number of directors; the names and complete business or residence addresses of all incumbent directors; the names and complete business or residence addresses of the chief executive officer, the secretary, and the chief financial officer; the street address of the corporation's principal executive office or principal business office in this state; a statement of the general type of business constituting the principal business activity of the corporation; and a designation of the agent of the corporation for

the purpose of service of process, all in compliance with California Corporations Code §1502.

(b) Despite the provisions of paragraph (a) of this section, if there has been no change in the information in the corporation's last statement on file with the Secretary of State's office, the corporation may, in lieu of filing the statement described in paragraph (a) of this section, advise the Secretary of State, on the appropriate form, that no changes in the required information have occurred during the applicable period.

ARTICLE VIII

GENERAL CORPORATE MATTERS

Section 1. RECORD DATE FOR PURPOSES OTHER THAN NOTICE AND VOTING. For purposes of determining the shareholders entitled to receive payment of dividends or other distributions or allotment of rights, or entitled to exercise any rights in respect of any other lawful action (other than voting at and receiving notice of shareholders' meetings and giving written consent of the shareholders without a meeting), the board of directors may fix in advance a record date, which will be not more than 60 nor less than 10 days before the date of the dividend payment, distribution, allotment, or other action. If a record date is so fixed, only shareholders of record at the close of business on that date will be entitled to receive the dividend, distribution, or allotment of rights, or to exercise the other rights, as the case may be, despite any transfer of shares on the corporation's books after the record date, except as otherwise provided by statute.

If the board of directors does not so fix a record date in advance, the record date will be at the close of business on the later of (1) the day on which the board of directors adopts the applicable resolution or (2) the 60th day before the date of the dividend payment, distribution, allotment of rights, or other action.

Section 2. AUTHORIZED SIGNATORIES FOR CHECKS. All checks, drafts, other orders for payment of money, notes, or other evidences of indebtedness issued in the name of or payable to the corporation will be signed or endorsed by the person or persons in the manner authorized from time to time by resolution of the board of directors.

Section 3. EXECUTING CORPORATE CONTRACTS AND INSTRUMENTS. Except as otherwise provided in the articles or in these bylaws, the board of directors by resolution may authorize any officer, officers, agent, or agents to enter into any contract or to execute any instrument in the name of and on behalf of the corporation. This authority may be general or it may be confined

to one or more specific matters. No officer, agent, employee, or other person purporting to act on behalf of the corporation will have any power or authority to bind the corporation in any way, to pledge the corporation's credit, or to render the corporation liable for any purpose or in any amount, unless that person was acting with authority granted by the board of directors as provided in these bylaws, or unless an unauthorized act was later ratified by the corporation.

Section 4. CERTIFICATES FOR SHARES. A certificate or certificates for shares of the capital stock of the corporation will be issued to each shareholder when any of the shares are fully paid.

All certificates will certify the number of shares and the class or series of shares represented by the certificate. All certificates will be signed in the name of the corporation by (1) either the chairperson of the board of directors, the vice chairperson of the board of directors, the president, or any vice president, and (2) either the chief financial officer, any assistant treasurer, the secretary, or any assistant secretary.

Any or all of the signatures on the certificate may be facsimile. If any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed on a certificate will have ceased to be that officer, transfer agent, or registrar before that certificate is issued, the certificate may be issued by the corporation with the same effect as if that person were an officer, transfer agent, or registrar at the date of issue.

Section 5. LOST CERTIFICATES. Except as provided in this Section 5, no new certificates for shares will be issued to replace old certificates unless the old certificate is surrendered to the corporation for cancellation at the same time. If share certificates or certificates for any other security have been lost, stolen, or destroyed, the board of directors may authorize the issuance of replacement certificates on terms and conditions as required by the board, which may include a requirement that the owner give the corporation a bond (or other adequate security) sufficient to indemnify the corporation against any claim that may be made against it (including any expense or liability) on account of the alleged loss, theft, or destruction of the old certificate or the issuance of the replacement certificate.

Section 6. SHARES OF OTHER CORPORATIONS: HOW VOTED. Shares of other corporations standing in the name of this corporation will be voted by one of the following persons, listed in order of preference: (1) chairperson of the board, or person designated by the chairperson of the board; (2) president, or person designated by the president; (3) first vice president, or person designated by the first vice president; (4) other person designated by the board of directors.

The authority to vote shares granted by this section includes the authority to execute a proxy in the name of the corporation for purposes of voting the shares.

Section 7. [RESERVED]

Section 8. CONSTRUCTION AND DEFINITIONS. (a) Unless the context requires otherwise, the general provisions, rules of construction, and definitions in California Corporations Code §§1–195 govern the construction of these bylaws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term “person” includes both a corporation and a natural person.

(b) Unless otherwise provided in these bylaws, and subject to any guidelines and procedures that the board may adopt from time to time, the terms “written” and “in writing” as used in these bylaws include any form of recorded message in the English language capable of comprehension by ordinary visual means and may include electronic transmissions such as facsimile or e-mail provided that (i) for electronic transmissions from this corporation, this corporation has obtained an unrevoked written consent from the recipient to the use of those means of communication; (ii) for electronic transmissions to this corporation, this corporation has in effect reasonable measures to verify that the sender is the individual purporting to have sent the transmission; and (iii) the transmission creates a record that can be retained, retrieved, reviewed, and rendered into clearly legible tangible form.

ARTICLE IX

TRANSFER RESTRICTIONS

Every shareholder, before selling or transferring any shares of the corporation, must first offer the shares to the corporation and then to the holders of Common Stock shares, in the following manner:

(a) The offering shareholder will mail or personally deliver a written offer to the secretary of the corporation, stating the number and class of shares and the price, terms, and conditions of the proposed sale or transfer, including the name of any proposed outside buyer. The corporation will then have the right to purchase any or all of those shares at the price and on the terms and conditions stated in the offer, by giving written notice to the offering shareholder of its election to purchase a specified number of shares. This notice will be given by mail or personal delivery within days after the date of the shareholder's written offer, as that date is defined in paragraph (h) of this article.

(b) If the corporation fails to give notice of its election to purchase within the prescribed period, or if it elects to purchase fewer than all of the shares being offered, the secretary of the corporation, as soon as possible and in no event more than 15 days after the date of the written offer, will mail or personally deliver a copy of the offer together with a statement of the number of shares not being purchased by the corporation, to each holder of Common Shares shares. Each of these shareholders will then have the right to purchase part or all of the available number of shares at the price and on the terms and conditions stated in the offering shareholder's written offer, by giving the secretary of the corporation a written notice of intent to purchase. This notice of intent to purchase will state the number of shares that the shareholder wishes to purchase, and will be given by mail or personal delivery to the secretary of the corporation within 30 days after the offering shareholder's written offer was given to the corporation, as defined in paragraph (h) of this article.

(c) If the total number of shares specified by the several shareholders in their respective notices of intent to purchase exceeds the number of available shares specified in the secretary's statement, each purchasing shareholder will be entitled to purchase that fraction of the number of shares specified in the shareholder's notice of intent to purchase that is equal to the number of the shareholder's shares with purchase rights under this article, divided by the total number of shares with purchase rights held by all shareholders who gave notice of intent to purchase.

(d) If fewer than all the shares offered for sale by the offering shareholder are subscribed to under paragraphs (a) and (b) of this article, each shareholder who desires additional shares will be entitled to purchase that fraction of the shares not subscribed to that is equal to the number of the shareholder's shares with purchase rights under this article, divided by the total number of shares with purchase rights held by all shareholders who desire to purchase the remaining shares.

(e) Unless otherwise specifically stated in the shareholder's notice of intent to purchase shares given under paragraph (b) of this article, that notice will also be considered an offer to purchase the number of shares to which the shareholder is entitled under paragraph (c) or paragraph (d).

(f) If fewer than all the shares specified by the selling shareholder in the offer are subscribed to under paragraphs (a), (b), (c), or (d) of this article within the time periods specified for exercising the respective rights to purchase shares granted by this article, the offering shareholder will not be required to sell the specified shares to the corporation or to any of the shareholders pursuant to their respective notices of intent to purchase, but may dispose of all of the specified shares to the proposed buyer specified in the offering shareholders'

written offer to the secretary of the corporation within 45 days after the date of the written offer to sell, provided that such shareholder will not sell or transfer these shares at a lower price or on terms less favorable to the seller than those specified in the offer to the secretary.

(g) Unless otherwise prohibited by law or by these articles of incorporation, the corporation may purchase its own shares from any offering shareholder; provided, however, that the corporation will not purchase all of its outstanding voting shares. Any sale or transfer, or purported sale or transfer, of the corporation's shares by any shareholder will be null and void unless the terms, conditions, and provisions of this article are strictly followed.

(h) Each offer, notice, or statement provided for in this article will be considered given when it is personally delivered to the person to whom it is to be given, or when it is deposited in the United States mail, by first-class mail properly addressed to such person and with all postage or other charges fully prepaid.

(i) Each share certificate of the corporation's Common Stock will bear the following legend:

"THIS CERTIFICATE AND THE SHARES EVIDENCED BY THIS CERTIFICATE MAY BE SOLD, ASSIGNED, TRANSFERRED, PLEDGED, OR OTHERWISE DISPOSED OF SUBJECT ONLY TO THE PROVISIONS OF ARTICLE IX OF THE BYLAWS OF THIS CORPORATION."

ARTICLE X

AMENDMENTS

Section 1. AMENDMENT OF BYLAWS. No bylaw may be amended or repealed, and no new bylaw may be adopted, except by approval of a majority of the outstanding shares entitled to vote.

BGC Inc.
City of Benicia
Proposal for Cannabis Retail Permit

Exhibit to Cannabis Public Safety Application
Additional Information and Certification

Additional Information and Application Certification

- I. BGC Inc.'s Statement of Information is currently under submission to the Secretary of State. As soon as it is officially filed, it will be provided to the City of Benicia pursuant to Benicia Municipal Code Section 9.60.040.

- II. Designated Agent for Service of Process:
Registered Agents Inc.
1267 Willis St., Suite 200
Redding, CA 96001
530-232-5985

- III. Designated Emergency Contact:
Brian Kaiser
1401 K Street
Benicia, CA 94510
Phone: 215-704-0510
Email: Vallejoreliefcenter@gmail.com

I declare, under penalty of perjury, that I have personal knowledge of the information contained in the Public Safety License Application and that the information contained therein is true and correct.

Signature:  Date: 9/10/18
Brian Kaiser, CEO

BGC Inc.
City of Benicia
Proposal for Cannabis Retail Permit

Payment: Copy of Certified Check

