



COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION (Cannabis Storefront Retailer)

City of Healdsburg
City Manager's Office
401 Grove Street
Healdsburg, CA 95448
Email: cannabis@healdsburg.gov

APPLICANT (ENTITY) INFORMATION

Applicant (Entity) Name: 465 Retail LLC DBA: Solful

Physical Address: 465 Healdsburg Avenue Healdsburg CA 95448
Street City State Zip

Primary Contact: Nick Caston Title: Director of Public Policy

Mailing Address: 785 Gravenstein Hwy S Sebastopol, CA 95472
Street City State Zip

Phone Number: 707-291-3470 Email: nickcaston@solful.com

HAS ANY INDIVIDUAL IN THIS APPLICATION APPLIED FOR ANY OTHER CANNABIS PERMIT IN THE CITY OF HEALDSBURG? Yes No

Indicate whether you are applying for Retail (Storefront) or Retail (Storefront with Delivery).

Retail (Storefront) Retail (Storefront with Delivery)

Indicate whether you intend to operate a Microbusiness with Retail. Yes No

Business Formation: Describe how the business is organized.

Sole Partnership Corporation S-Corporation Limited Partnership Limited Liability Company
 Other (please describe): _____

PROPOSED LOCATION

Property Owner Name: David and Camille Jones

Proposed Location Address: 465 Healdsburg Avenue Healdsburg CA 954478
Street City State Zip

Phone Number: 707-955-0206 Email: david.jones@choreoadvisors.com

Zoning Clearance Letter (Please attach): Yes No

Assessor's Parcel Number (APN): 002113006 Proposed Location Square Footage: 1,596

APPLICATION SUBMITTAL CHECKLIST

Applications failing to submit any of the following will be deemed incomplete and will not move forward in the application process:

- ✓ A signed Financial Responsibility, Indemnity and Consent to Inspect Terms Agreement form (Pages F1-F3).
- ✓ A signed Limitations of City Liability and Indemnification to City form (Pages F4-F6).
- ✓ Application Fee Payment.
- ✓ Criminal background check confirmation for each owner and manager.
- ✓ A signed and notarized Property Owner Letter of Intent form.
- ✓ Proof of capitalization.
- ✓ Business entity formation and organizing documents.
- ✓ Application Zoning Clearance Letter (ZVL).
- ✓ Online submittal of all of the materials identified in the Application Procedure Guidelines and Review Criteria for a Commercial Cannabis Business Permit (Storefront Retail Applications) through the application portal on [Hightail](#).

OWNER INFORMATION

For the purpose of this section, "owner" shall have the following meaning:

- (A) A person with an aggregate ownership interest of 20% or more; or
- (B) An individual who manages, directs, or controls operations including: (a) a member of the board of directors of a nonprofit, (b) a general partner of an applicant organized as a partnership, (c) a non-member manager or managing member of an applicant organized as a limited liability company, (d) the trustee(s) and all persons who have control of the trust and/or applicant that is held in trust, (e) the chief executive officer, director, vice president, general manager or their equivalent.

Ownership percentages should total 100%. If any individual(s) own(s) less than 20%, list the number of individuals who own less than 20% and the total percentage to reach 100%. For example, If John Doe owns 5%, Joe Smith owns 8%, and Mary Jones owns 9% state at the bottom of this form that three individuals own 22% so that the total will equal 100% once you individually include all those who own 20% or more.

I declare under the penalty of perjury that the information provided on this disclosure form is true and accurate to the best of my knowledge.

Ownership % 23.85% Background information is included as required? Yes No

Owner Name: Eli Melrod Title: Chief Executive Officer

Address: [Redacted], Sebastopol, CA 95472
Street City State Zip

Signature:  Date: Jul 26, 2023
Eli Melrod (Jul 26, 2023 14:32 PDT)

I declare under the penalty of perjury that the information provided on this disclosure form is true and accurate to the best of my knowledge.

Ownership % 23.85% Background information is included as required? Yes No

Owner Name: Peter Dickstein Title: Co-Founder

Address: [Redacted] San Francisco CA 94122
Street City State Zip

Signature:  Date: Jul 26, 2023
Peter M. Dickstein (Jul 26, 2023 15:05 PDT)

I declare under the penalty of perjury that the information provided on this disclosure form is true and accurate to the best of my knowledge.

Ownership % 5.13% Background information is included as required? Yes No

Owner Name: Theodore Ubben Title: Member, Board of Directors

Address: [Redacted] San Francisco, CA 94102
Street City State Zip

Signature:  Date: Jul 26, 2023
Theodore Ubben (Jul 26, 2023 16:49 PDT)

I declare under the penalty of perjury that the information provided on this disclosure form is true and accurate to the best of my knowledge.

Ownership % 1.04% Background information is included as required? Yes No

Owner Name: Rich McNally Title: Member, Board of Directors

Address: [Redacted] Healdsburg, CA 95448
Street City State Zip

Signature:  Date: Jul 26, 2023
Rich McNally (Jul 26, 2023 18:35 PDT)

Add more pages as necessary to accommodate all Commercial Cannabis Business Owners

****465 Retail LLC is 100% owned by Gravenstein 116 LLC, Ownership percentages provided are for Gravenstein 116 LLC. 33 Individuals own 46.13%.****

OTHER CONTACT INFORMATION

If the proposed commercial cannabis applicant is incorporated, provide the names, titles, addresses, and contact information of each corporate officer. If the proposed commercial cannabis applicant is a partnership, provide the names, addresses of each partner.

In addition, provide the name, address, and contact information of the agent for service of process, and any person(s) designated as a manager of the proposed business.

CORPORATE OFFICERS OR PARTNERS

Name: _____ Title: _____

Address: _____
Street City State Zip

Name: _____ Title: _____

Address: _____
Street City State Zip

Name: _____ Title: _____

Address: _____
Street City State Zip

Name: _____ Title: _____

Address: _____
Street City State Zip

Name: _____ Title: _____

Address: _____
Street City State Zip

AGENT FOR SERVICE OF PROCESS

Name: Eli Melrod

Address: 465 Healdsburg Ave Healdsburg CA 95448
Street City State Zip

MANAGER(S)

Any person(s) designated by the commercial cannabis applicant to act as the representative or agent of the commercial cannabis applicant in managing day-to-day operations. If such information is not available at the time the commercial cannabis permit application is submitted, the commercial cannabis permit applicant shall submit such information as soon as it becomes available to the City Manager's Office at cannabis@healdsburg.gov.

Name: Michael Jones Title: Chief Retail Operations Officer

Address: 785 Gravenstein Hwy S Sebastopol CA 95472
Street City State Zip

Background information included as required? Yes No Phone: 949-302-7633

Add more pages as necessary to accommodate all Corporate Officers, Partners, and Managers.

Name: Mercedes Clark Title: Customer Experience Manager, Healdsburg

Address: [REDACTED], Healdsburg CA 95448

Background Information Included: Yes Phone Number: 707-596-9040

SUPPORTING INFORMATION

List all fictitious business names the applicant is operating under including the address where each business is located:

785 Gravenstein LLC dba Solful - 785 Gravenstein Hwy S, Sebastopol, CA 95472
755 Farmers LLC dba Solful - 755 Farmers Lane, Santa Rosa, 95405
900 Irving LLC dba Solful - 900 Irving St, San Francisco, CA 94122

Has the Applicant or any of its owners been the subject of any administrative action, including but not limited to suspension, denial, or revocation of a cannabis business license at any time in the previous seven (7) years? If so, please list and explain:

No.

Is the Applicant or any of its owners currently involved in an application process in any other jurisdiction(s)? If so, which jurisdiction(s)?

No.

Does the applicant intend to store or use any hazardous chemicals on-site? If so, please list and explain:

No.

Does the applicant intend to discharge any effluent into the City's wastewater or storm water system? If so, please list and explain:

No.

If applicable, provide a brief description of the proposed cannabis delivery service, including number of delivery vehicles, location of vehicle storage, and estimated size of delivery area.

Solful currently provides delivery service from its Sebastopol and Santa Rosa store locations. The Healdsburg dispensary would act as the location for dispatch of orders for the City of Healdsburg and areas of Sonoma County within five miles of Healdsburg. One delivery vehicle would be utilized for this service and would be stored at our Sebastopol location when not in service.

APPLICATION CERTIFICATION

I hereby certify, under penalty of perjury, on behalf of myself and all owners, corporate officers, partners, and managers identified in this application that the statements and information furnished in this application and the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief. I understand that a misrepresentation of fact is cause for rejection of this application, denial of the permit, or revocation of a permit issued.

In addition, I understand that the filing of this application grants the City of Healdsburg permission to reproduce submitted materials for distribution to staff, Commissions, Boards and City Council Members, and other Agencies to process the application. Nothing in this consent, however, shall entitle any person to make use of the intellectual property in plans, exhibits, and photographs for any purpose unrelated to the City's consideration of this application.

Furthermore, by submitting this application, I understand and agree that any business resulting from an approval shall be maintained and operated in accordance with requirements of the City of Healdsburg Municipal Code and State law.

Under penalty of perjury, I hereby declare that the information contained in within and submitted with the application is true, complete, and accurate. I understand that a misrepresentation of the facts is cause for rejection of this application, denial of a license or revocation of an issued license. I further authorize the City, its agents, and employees to seek verification of the information contained in the application.

Eli Melrod

Name

CEO

Title


Eli Melrod (Jul 26, 2023 14:32 PDT)

Signature

Jul 26, 2023

Date

For details about the information required as part of the application process, see the Application Procedures & Guidelines, City of Healdsburg Municipal Code Chapter 20, Section 20.095 or any additional requirements to complete the application process. All documents can be found online at www.healdsburg.gov/cannabis. For questions, please contact the City Manager's Office at cannabis@healdsburg.gov.

Healdsburg Application Form

Final Audit Report

2023-07-27

Created:	2023-07-26
By:	Nick Caston (nwcaston@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbE1c4FmSnbZRfcikSX6uBT6L8tZGEaH_

"Healdsburg Application Form" History

-  Document created by Nick Caston (nwcaston@gmail.com)
2023-07-26 - 9:23:42 PM GMT- IP address: 135.180.136.10
-  Document emailed to Eli Melrod (eli@solful.com) for signature
2023-07-26 - 9:27:29 PM GMT
-  Email viewed by Eli Melrod (eli@solful.com)
2023-07-26 - 9:27:38 PM GMT- IP address: 74.125.213.38
-  Document e-signed by Eli Melrod (eli@solful.com)
Signature Date: 2023-07-26 - 9:32:48 PM GMT - Time Source: server- IP address: 23.127.162.226
-  Document emailed to pmdickstein@gmail.com for signature
2023-07-26 - 9:32:49 PM GMT
-  Email viewed by pmdickstein@gmail.com
2023-07-26 - 9:49:52 PM GMT- IP address: 104.28.124.90
-  Signer pmdickstein@gmail.com entered name at signing as Peter M. Dickstein
2023-07-26 - 10:05:04 PM GMT- IP address: 135.180.158.241
-  Document e-signed by Peter M. Dickstein (pmdickstein@gmail.com)
Signature Date: 2023-07-26 - 10:05:06 PM GMT - Time Source: server- IP address: 135.180.158.241
-  Document emailed to theoubben@gmail.com for signature
2023-07-26 - 10:05:08 PM GMT
-  Email viewed by theoubben@gmail.com
2023-07-26 - 10:09:10 PM GMT- IP address: 66.249.84.196
-  Signer theoubben@gmail.com entered name at signing as Theodore Ubben
2023-07-26 - 11:49:19 PM GMT- IP address: 136.24.85.8

 Document e-signed by Theodore Ubben (theoubben@gmail.com)
Signature Date: 2023-07-26 - 11:49:21 PM GMT - Time Source: server- IP address: 136.24.85.8

 Document emailed to richmcnally@gmail.com for signature
2023-07-26 - 11:49:22 PM GMT

 Email viewed by richmcnally@gmail.com
2023-07-27 - 0:08:07 AM GMT- IP address: 172.226.212.7

 Signer richmcnally@gmail.com entered name at signing as Rich McNally
2023-07-27 - 1:35:01 AM GMT- IP address: 75.149.39.121

 Document e-signed by Rich McNally (richmcnally@gmail.com)
Signature Date: 2023-07-27 - 1:35:03 AM GMT - Time Source: server- IP address: 75.149.39.121

 Agreement completed.
2023-07-27 - 1:35:03 AM GMT

CITY OF HEALDSBURG
COMMERCIAL CANNABIS BUSINESS LICENSE APPLICATION
FINANCIAL RESPONSIBILITY, INDEMNITY AND
CONSENT TO INSPECTION TERMS
(Must be completed by at least one owner)

Dated: July 25, 2023

I hereby agree to the following terms:

1. I herewith pay the sum of \$9,647.31 for the application fee for the review and processing of an application for commercial cannabis business permit.
2. The entire fee amount paid to the City of Healdsburg ("City") is non-refundable for any reason. There is no guarantee - expressed or implied - that by submitting the application or paying the application fee that I will obtain any land use entitlements or a permit to operate a commercial cannabis business.
3. All costs incurred by the City in processing said application, including staff time, attorney's fees, Consultant's fees and overhead, shall be funded by me from the fees paid. This is my personal obligation and shall not be affected by sale or transfer of the property subject to the application, changes in business organization, or any other reason.
4. I acknowledge and agree to the defense, waiver, and indemnification obligations stated in the attached "Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties and Indemnification to City", incorporated herein by reference.
5. The City will promptly notify the Applicant(s) and Owner(s) of any claim, action, or proceeding that is or may be subject to this Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties, and Indemnification to City. The City may, within its unlimited and sole discretion, participate in the defense of any such claim, action, or proceeding.
6. I will fund a deposit account ("Fund") to reimburse the City's cost, including attorney's fees, to defend any claim, action, or proceeding that is or may be subject to the Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties, and Indemnification to City. In the event that any such claim, action, or proceeding is filed against the City, I shall within 30 days of the filing, deposit an initial sum of \$10,000 to the Fund to reimburse my portion of the City defense costs, as determined by the City in its sole discretion. The Fund shall contain an amount necessary to cover three months' worth of budgeted expenditures by the City relating to the City's defense of the claim, action, or proceeding, including all time to appeal, or as long as expenditures made by the City relating to its defense remain unreimbursed, whichever is later. Once all remaining and outstanding reimbursements have been paid to the City by me, City shall return to me any remaining unused Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

portion of my deposit.

7. The City shall have the sole and absolute right to approve any and all counsel employed to defend the City. To the extent the City uses any of its resources to respond to such claim, action or proceeding, or to assist the defense, I will reimburse the City for those costs. Such resources include, but are not limited to, staff time, court costs, City Attorney's time, or any other direct or indirect cost associated with responding to, or assisting in defense of, the claim, action, or proceedings.
8. I consent and expressly allow, authorize, and permit the City, all its departments, agents, and employees, to enter upon and inspect the subject property identified in my application, with or without prior notice, for the purposes of processing this application or inspection or photographing for compliance with all laws, regulations, and conditions placed on land use approvals or the cannabis business permit. No additional permission or consent to enter upon the property is necessary or shall be required. By signing this agreement, I further certify and warrant I am authorized to, and hereby do, consent, and allow such inspections on my behalf and on the behalf of each and all Owners of the property and Applicants.
9. I understand that all materials submitted in connection with my application are public records subject to inspection and copying by members of the public. By filing an application, I agree that the public may inspect and copy these materials and the information contained therein, and that some or all of the materials may be posted on the City's website. For any materials that may be subject to copyright protection, or which may be subject to Sections 5500.1 and 5536.4 of the California Business and Professions Code, by submitting such materials to the City I represent that I have the authority to grant, and hereby grant, the City permission to make the materials available to the public for inspection and copying, whether in hardcopy or electronic format.

In the event a request for information under the California Public Records Act seeks disclosure of application materials marked by me as "Confidential information," the City may make reasonable efforts to provide notice to me prior to such disclosure to allow me to seek a protective order, injunctive relief, or other appropriate remedy. If I contend any designated application materials are exempt from the CPRA and wish to prevent disclosure, I agree that I am required, at my own, cost, liability, and expense to obtain a protective order, injunctive relief or other appropriate remedy from a court having jurisdiction over the matter at least two (2) days before City's deadline to respond to the California Public Records Act request. I understand and acknowledge that if I fail to obtain such a remedy before the deadline for the City's response to the request, the City will disclose the requested information and shall not be liable or responsible for such disclosure.

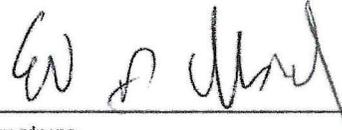
10. This Agreement shall constitute a separate agreement from any cannabis business permit approval, and that if the cannabis business permit, in part or in whole, is revoked, invalidated, rendered null or set aside by a court of competent jurisdiction, I agree to be bound by the terms of this Agreement, which shall survive such invalidation, nullification or setting aside.

11. This Agreement shall be construed and enforced in accordance with the laws of the State of California and in any legal action or other proceeding brought by either party to enforce or interpret this Agreement; the appropriate venue is the Sonoma Superior Court.

After review and consideration of all of the foregoing terms and conditions, I agree to be bound by and to fully and timely comply with all of the foregoing terms and conditions, and the attached "Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties and Indemnification to City".

Applicant(s)/Owner(s):

Eli McLeod
Printed Name


Signature

Printed Name

Signature

Agreement on Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

(Must be completed by all owners)

A. WAIVER, RELEASE AND HOLD HARMLESS

I hereby waive, release, and hold harmless the City of Healdsburg ("City") and its Council, boards and commissions, officers, officials, employees, and agents from any and all actual and alleged claims, losses, damages, injuries, liabilities, costs (including attorney's fees), suits or other expenses which arise out of, or which are in any way relate to my application for a cannabis business permit, the issuance of the cannabis business permit, the process used by the City in making its decision, the enforcement of the conditions of the cannabis business permit, or the cannabis business' operations.

I hereby waive, release and hold harmless the City and its Council, boards and commissions, officers, officials, employees, and agents from any and all actual and alleged claims, losses, damages, injuries, liabilities, costs (including attorney's fees), suits or other expenses which arise out of, or which are in any way relate to: (1) any repeal or amendment of any provision of the Healdsburg Municipal Code or Zoning Ordinance relating to commercial cannabis activity; or (2) any investigation, arrest or prosecution of me, or the cannabis business' owners, operators, employees, clients or customers, for a violation of state or federal laws, rules or regulations relating to cannabis activities.

B. AGREEMENT TO INDEMNIFY

I shall defend, indemnify, and hold harmless the City and its Council, boards and commissions, officers, officials, employees, and agents from and against any and all actual and alleged liabilities, demands, claims, losses, damages, injuries, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and attorney's fees), which arise out of, or which are in any way related to i) the requested cannabis business permit and any land use entitlement related thereto, ii) the proceedings undertaken in connection with the approval, denial, or appeal of the requested cannabis business permit and any land use entitlement related thereto, iii) any subsequent approvals or licensing/permits relating to the requested cannabis business permit and any land use entitlement related thereto, iv) the processing of the requested cannabis business permit and any land use entitlement related thereto, v) any amendments to the approvals for the requested cannabis business permit and any land use entitlement related thereto, vi) the City's approval, consideration, analysis, review, issuance, denial or appeal of the cannabis business permit; vii) the City's approval, consideration, analysis, review, issuance, denial or appeal of any land use entitlement related thereto, viii) the City's drafting, adoption and passage of an ordinance, and related resolutions, policies, rules and regulations, allowing for cannabis businesses, ix) the City's drafting, adoption and passage of an ordinance, and related resolutions if necessary in the future regarding any zoning law amendment(s) related to my cannabis business, x) the operation of my cannabis business or activity, xi) the process used by the City in making its decision to approve, consider, analyze, review, issue, or deny, my cannabis business permit or any related land use entitlement, or the appeal of either, xii) City's compliance or failure to comply with applicable laws and regulations or xiii) the alleged violation of any federal, state or local

laws by my cannabis business or any of its officers, employees or agents, except where such liability is caused by the sole negligence or willful misconduct of the City.

City may (but is not obligated to) defend such challenge as City, in its sole discretion, determines appropriate, all at applicant's sole cost and expense. I shall bear any and all losses, damages, injuries, liabilities, costs, and expenses (including, without limitation, staff time and in-house attorney's fees on a fully-loaded basis, attorney's fees for outside legal counsel, expert witness fees, court costs, and other litigation expenses) arising out of or related to any challenge ("Costs"), whether incurred by me, City, or awarded to any third party, and shall pay to the City upon demand any Costs incurred by the City.

C. OBLIGATIONS INDEPENDENT OF AWARD OF PERMIT, LICENSE, OR ENTITLEMENTS

My obligations under this Agreement shall apply regardless of whether a cannabis business permit or any related permits or entitlements are issued.

D. OBLIGATIONS SURVIVE EXPIRATION OF PERMIT, LICENSE, OR ENTITLEMENTS

My obligations under this Agreement shall survive the expiration of any cannabis business permit or related permit or entitlement issued by the City. No modification of the permit, other approval, change in applicable laws and regulations, or change in processing methods shall alter the applicant's indemnity obligation.

E. PROSECUTION UNDER FEDERAL LAW

I understand that I, other applicants, owners, operators, employees, and members of the cannabis business may be subject to prosecution under Federal Laws.

F. AUTHORIZED TO SIGN

The person(s) whose signature appears below is/(are) authorized to sign this Agreement on behalf of the business, applicant/permittee, and operators, and each of them, if more than one, has submitted this information and all attachments as required by the application process to obtain a cannabis permit from the City of Healdsburg.

I declare under penalty of perjury that the information provided on this form is true and correct and do hereby apply for a permit pursuant to City of Healdsburg Municipal Code, Chapter 20.20.095, and all other applicable sections of the Municipal Code.

[Handwritten Signature]
Applicant Signature

Eli Meirod, CEO
Printed Name and Title

465 Retail LLC
Name of Business Entity

465 Healdsburg Ave, Healdsburg, CA 95448
Address of Permitted Location

7/25/23
Date

Applicant Signature

Printed Name and Title

Name of Business Entity

Address of Permitted Location

Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SAN FRANCISCO

Subscribed and sworn to (or affirmed) before me on this 25th day of July, 2023, by Eli J. Meirod, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [Handwritten Signature]

(Seal)



Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

