

Elemental Wellness

MEDICAL AND ADULT-USE STORE-FRONT RETAIL COMMERCIAL CANNABIS BUSINESS APPLICATION

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INTRODUCTION

Dear City of Marina Officials and Residents,

We are Elemental Wellness, (registered with the Secretary of State as Elemental Beachside Inc. for the purposes of this application), and we are excited and appreciative of the opportunity to obtain licenses to conduct legal cannabis operations in your wonderful, charming city. We seek to obtain both Medical and Adult-Use Store-Front Retail Licenses. If awarded these licenses in the City of Marina, we will apply with the State of California Bureau of Cannabis Control to obtain a Type-10 Store-Front Retail License for Medical and Adult-Use activity. Our proposed location is 3343 Paul Davis Drive, and it is from here that we intend to co-locate one Medical retail license and one Adult-Use retail license, under the same ownership.

Why do we desire BOTH Medical and Adult-Use Retail Licenses? With our proven business model, we intend to capture the entire market of both medical patients and recreational users, without denying either group access to safe, tested, high-quality cannabis. As evidence and market studies prove, these two groups are not mutually isolated. Many cannabis consumers do not have just one purpose, they may have a distinct medical reason AND they enjoy the social aspect of cannabis as well.

"Rec or Med — It Doesn't Matter Anymore"

[Excerpt Sourced from: BDS Analytics "Top 10 Trends in Cannabis for 2019"]



Where both markets co-exist, medical dispensaries are generally on the decline, while adult-use shops are booming. So people aren't using cannabis for medical reasons anymore, right? Nope. The decline of medical dispensaries has nothing to do with the reasons people consume cannabis; instead, it has more to do with business models. As more and varied products become available, along with an increase in education and further de-stigmatization of cannabis consumption, an even larger percentage of consumers will imbibe for both fun and for medicinal purposes. Fewer people, in other words, will self-identify solely as "patients," and desire medical-only shops. Otherwise known as the rationalization convergence of the "Rec/Med" cannabis consumer.

- 64 percent of people in the United States already believe that marijuana has medical benefits, and in states that already offer adult-use or medical sales, 88 percent endorse cannabis for medical purposes
- Relatively few consumers use cannabis for single purposes; even among people who use cannabis for pain management, 73 percent of them also enjoy marijuana for recreational and social reasons

 Medical markets continue to thrive in the absence of adult-use markets. Arizona's medical market, for example, expanded from \$22 million in January 2017 to \$56 million in May of 2018

Through obtaining both Medical and Adult-Use licenses, we feel that we can better serve the entire Marina community; through our community outreach program we would aim to reach new cannabis customers, since we feel there is a large untapped market of locals that have not been educated on the wide-range of benefits of cannabis. If we are able to serve both patients and recreational users, we can ensure optimal sale numbers, community togetherness, and longevity in the City, with beneficial tax dollars serving much needed City programs.

Our Elemental Wellness team leader, Joseph LoMonaco, is a regional resident and leader, that has successfully operated our retail store and microbusiness founded in San Jose, California. We have a mission to expand our influence throughout the region, moving around the Bay area, Monterey County, Monterey County, Santa Cruz County, Santa Clara County, Contra Costa County, and more! In doing so, we are confident in our ability to bring high-quality medical and recreational cannabis products to patients and adult users, while ensuring the proper education, safety, customer care, and facility safety our state-of-the-art technology and expert operators can provide.

We have been running a licensed microbusiness for several years, with annual sales reaching approximately \$20 Million. We offer a high level of executive oversight, experienced operators and business leaders, an excellent training and employee benefit program, and numerous community service and wellness events, that engage and stimulate the local economy and overall well-being of the residents whose lives we have an affect on.

Throughout this application we highlight our capabilities and dedication to industry best practices and legal compliance with local and state regulating bodies. We also outline a robust staffing and community benefits plan, as well as our attention to mitigating any hardship or nuisance to our neighbors.

If at any time you have additional questions or would like to further discuss our proposed business plan, our principals are available to help you understand more about our company and its leaders. We encourage you to visit our website (www.elementalwellnesscenter.com) and our San Jose retail location, during regular business hours, to get a first-hand feel of how we treat our customers and run a compliant, safe, and profitable business.

We look forward to doing business in the City of Marina. Thank you for your time and consideration of our proposal.

Kindest Regards,

The Elemental Wellness Team

APPLICATION FORM & LIABILITY WAIVERS



City of Marina

City Manager's Office – City Hall 211 Hillcrest Avenue Marina, CA 93933 P: 831.384.3715 www.ci.marina.ca.us

DISPENSARY & NON-DISPENSARY PERMIT APPLICATION

APPLICANT (BUSINESS) LEGAL	NAME: ELEMEN	TAL BEACHSIDE INC.	
DBA: ELEMENTAL WELLNES			
Proposed Address/Location:	3343 PAUL DAVIS	DRIVE, MARINA 93933	
Assessor's Parcel Number (API	022 201 025 00	0	
PRIMARY CONTACT: JOSEP	H LOMONACO		
Title: OWNER, CEO			
Address:			
Phone:		Email:	
24-Hour Contact Information:			
	FRAN SPECTOR ATKIN	ıc	
PROPERTY OWNER NAIVIE:			
Address:3343 PAUL DAVIS D			
Phone: _		Email:	
	u are applying for Adu g for per the State's lid M & A	ult-Use ("A") or Medicinal ("	e following categories. For each M"), and, when applicable, which
	19 and any additional	requirements to complete the	e Application Procedure Guidelines application process. All document
OFFICE USE ONLY Date submitted:	Fees Paid Phase 1:		Date Paid
Application #:			
Submitted to:			
	Phase 4:		

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

Amado Ferdinand Magistrado

Title:	Owner		
Home Address:			
Phone:			
Signature:		Date: 05-28-	2019
application and that the in	nformation contained herein is true. e Safety and Security Plan and certa er(s) which can be redacted, may be	onal knowledge of the information I also understand that the informa ain confidential information such as public information and subject to c	tion provided in Driver's License
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Add more pages as necessary to accommodate all Commercial Cannabis Business Owners.

Name:

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Name:	
Title: OWNER	
Home Address: 1	
Phone:	
Signature:	Date: 5-21-19
application and that the information contained herein this application, except the Safety and Security Plan ar	ve personal knowledge of the information stated in this is true. I also understand that the information provided in nd certain confidential information such as Driver's License may be public information and subject to disclosure under
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Signature:	Date:
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Name:	
Title:	
Title:Home Address:	

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Name: Django Evans

Title: DIRECTOR	
Home Address: _	
Phone:	Date: _5/17/2019
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Signature:	Date:

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Title. ••	lember/ owner
Home Address:	
Phone:	
Signature:	Than O'Agelo Date: 05/30/19
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	ial Security number(s) which can be redacted, may be public information and subject to disclosure under formia-Public Records Agt.
	John Whople
	DIRECTOR
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Phone:	
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Name:	
Title: _	
	Address:
Phone:	
	re: Date:

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

Short & A

Under penalty of perjury, I acknowledge that I have personal knowledge of the information stated in this application and that the information contained herein is true. I also understand that the information provided in

Commercial Cannabis Business Application

and Social Security number(s) which can be redacted, may be public information and subject to disclosure under the California Public Records Act. Name: 105e/ Title: Home Address: Phone: Signature: __ Date: Under penalty of perjury, I acknowledge that I have personal knowledge of the information stated in this application and that the information contained herein is true. I also understand that the information provided in this application, except the Safety and Security Plan and certain confidential information such as Driver's License and Social Security number(s) which can be redacted, may be public information and subject to disclosure under the California Public Records Act. Name: Title: Home Address: _____ Phone: Signature: ______ Date: _____ Under penalty of perjury, I acknowledge that I have personal knowledge of the information stated in this application and that the information contained herein is true. I also understand that the information provided in this application, except the Safety and Security Plan and certain confidential information such as Driver's License and Social Security number(s) which can be redacted, may be public information and subject to disclosure under the California Public Records Act. Home Address: Signature: Date: _____

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Commercial Cannabis Business Application

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Under penalty of perjury, I acknowledge that I have personal knowledge of the information stated in this

ADDITIONAL INFORMATION

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

ELEMENTAL BEACHSIDE INC. DOES NOT AND NEVER HAS HELD ANY PERMITS FOR COMMERCIAL CANNABIS BUSINESS. NO
APPLICANT HAS EVER HAD A PERMIT REVOKED. WE HAVE INCLUDED THE ELEMENTAL WELLNESS LICENSES FOR WHICH
JOSEPH LOMONACO IS THE CHIEF EXECUTIVE OFFICER. MACY NEWELL OWNS A CULTIVATION LICENSE IN RICHMOND
CALIFORNIA. THE OTHER PRINCIPLES OF ELEMENTAL BEACHSIDE INC. DO NOT OWN ANY LICENSES, BUT THEY MAY HAVE
-SOME DEFINITION OF CONTROL AS A MANAGER OR OFFICER, SUCH AS DJANGO EVANS AND THE VIOLA LICENSE, AND JACK
WHIPPLE AND THE HD BIOTECH LICENSE. THESE ARE INCLUDED FOR REFERENCE, BUT THEY ARE NOT OWNED BY THE
APPLICANT.

List any and all Owners who have been convicted of a felony or have engaged in misconduct that is substantially related to the qualifications, functions or duties of a cannabis operator, applicant, owner or employee. A conviction within this section means a plea or verdict of guilty, or a conviction following a plea of no contest. Attach a separate document with an explanation, if necessary.

 □ Proof of comprehensive general liability insuration. □ Approved Zoning Verification Letter. □ Live Scan/Background Check information for e ■ Proof of submittal of Live Scan application. ■ Cannabis Permit Employee/Owner Background. ■ Copy of Social Security card. ■ Copy of Driver's License or other valid go 	pplication) ancial Responsibility, Indemnity and Consent to Inspection ance (minimum \$1M per occurrence) each Owner/Principal, including: on and payment of fee to Oxnard Police Department ground Application
Guidelines)	
APPLICANT CERTIFICATION	
in this application that the statements and information present the data and information required for this in statements, and information presented are true and or	myself and all owners, managers and supervisors identified on furnished in this application and in the attached exhibits itial evaluation to the best of my ability, and that the facts, correct to the best of my knowledge and belief. I understand of this application, denial of the permit, or revocation of a
submitted materials, including but not limited to, p Commission, Board, and City Council Members, and of	ication grants the City of Marina permission to reproduce plans, exhibits, and photographs, for distribution to staff, ther Agencies in order to process the application. Nothing in make use of the intellectual property in plans, exhibits and possideration of this application.
	and and agree that any business resulting from an approval requirements of the Marina Municipal Code and State law.
DANIEL FRIED	
Name	Signature
OWNER/COO	5-21-2019

Date

AFFEICATION SODIVITTAL CHECKLIST
A complete application will consist of the following items:
☐ Commercial Cannabis Business Application
☐ Property Owner Consent (page 5 of the CCB Application)
☐ Application filing fee(s)
☐ Limitations on City's Liability waiver
☐ Commercial Cannabis Business Application Financial Responsibility, Indemnity and Consent to Inspection
☐ Proof of comprehensive general liability insurance (minimum \$1M per occurrence)
☐ Approved Zoning Verification Letter
☐ Live Scan/Background Check information for each Owner/Principal, including:
 Proof of submittal of Live Scan application and payment of fee to Oxnard Police Department
 Cannabis Permit Employee/Owner Background Application
 Copy of Social Security card
 Copy of Driver's License or other valid government-issued photo identification
\square Supplemental information to be evaluated in Phases 2 and 3 (see Appendix A of the Application Procedure
Guidelines)
APPLICANT CERTIFICATION
I hereby certify, under penalty of perjury, on behalf of myself and all owners, managers and supervisors identified in this application that the statements and information furnished in this application and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts.

I hereby certify, under penalty of perjury, on behalf of myself and all owners, managers and supervisors identified in this application that the statements and information furnished in this application and in 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 Marina permission to reproduce submitted materials, including but not limited to, plans, exhibits, and photographs, for distribution to staff, Commission, Board, and City Council Members, and other Agencies in order 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 Marina Municipal Code and State law.

Django Evans	Dange Evans
Name	S ₁₈ :10F327B01525640B
DIRECTOR	5/17/2019
Title	Date

Commercial Cannabis Business ApplicationProperty Owner Consent (page 5 of the CCB)	Application)
☐ Application filing fee(s)	
☐ Limitations on City's Liability waiver	
	nancial Responsibility, Indemnity and Consent to Inspection
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□ Approved Zoning Verification Letter□ Live Scan/Background Check information for	each Owner/Principal including:
	ion and payment of fee to Oxnard Police Department
	government-issued photo identification
☐ Supplemental information to be evaluated in <i>Guidelines</i>)	Phases 2 and 3 (see Appendix A of the Application Procedure
in this application that the statements and informat present the data and information required for this is statements, and information presented are true and that a misrepresentation of fact is cause for rejection permit issued.	of myself and all owners, managers and supervisors identified ion furnished in this application and in the attached exhibits nitial evaluation to the best of my ability, and that the facts, correct to the best of my knowledge and belief. I understand n of this application, denial of the permit, or revocation of a
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, , , , , , , , , , , , , , , , , , , ,	tand and agree that any business resulting from an approval requirements of the Marina Municipal Code and State law.
Harmony D'Angelo	Harry O'Argelo
Name	Signature
Member/ Owner	05/30/19

Date

A complete application will consist of the following items: Commercial Cannabis Business Application Property Owner Consent (page 5 of the CCB Application) Application filing fee(s) Limitations on City's Liability waiver Commercial Cannabis Business Application Financial Responsibility, Indemnity and Consent to Inspection Proof of comprehensive general liability insurance (minimum \$1M per occurrence) Approved Zoning Verification Letter Live Scan/Background Check information for each Owner/Principal, including: Proof of submittal of Live Scan application and payment of fee to Oxnard Police Department Cannabis Permit Employee/Owner Background Application Copy of Social Security card Copy of Driver's License or other valid government-issued photo identification Supplemental information to be evaluated in Phases 2 and 3 (see Appendix A of the Application Procedure Guidelines)
APPLICANT CERTIFICATION I hereby certify, under penalty of perjury, on behalf of myself and all owners, managers and supervisors identified
in this application that the statements and information furnished in this application and in 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.
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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 Marina Municipal Code and State law.
John Whipple Signature
DIRECTOR

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	Property Owner Consent (page 5 of the CCB Application)
	Application filing fee(s)
	Limitations on City's Liability waiver
	Commercial Cannabis Business Application Financial Responsibility, Indemnity and Consent to Inspection
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	Approved Zoning Verification Letter
	Live Scan/Background Check information for each Owner/Principal, including:
	 Proof of submittal of Live Scan application and payment of fee to Oxnard Police Department
	 Cannabis Permit Employee/Owner Background Application
	Copy of Social Security card
	 Copy of Driver's License or other valid government-issued photo identification
	Supplemental information to be evaluated in Phases 2 and 3 (see Appendix A of the Application Procedure
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	C60 (13/19

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APPLICANT CERTIFICATION	
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	rstand and agree that any business resulting from an approval the requirements of the Marina Municipal Code and State law.
Macy Newell	
Name	Signature
DIRECTOR	June 6th, 2019
Title	Date

 □ Proof of comprehensive general liability insur □ Approved Zoning Verification Letter □ Live Scan/Background Check information for a Proof of submittal of Live Scan application ■ Cannabis Permit Employee/Owner Back ■ Copy of Social Security card ■ Copy of Driver's License or other valid general liability insur 	Application) nancial Responsibility, Indemnity and Consent to Inspection rance (minimum \$1M per occurrence) each Owner/Principal, including: ion and payment of fee to Oxnard Police Department aground Application
APPLICANT CERTIFICATION	
in this application that the statements and information present the data and information required for this in statements, and information presented are true and	of myself and all owners, managers and supervisors identified ion furnished in this application and in the attached exhibits nitial evaluation to the best of my ability, and that the facts, correct to the best of my knowledge and belief. I understand n of this application, denial of the permit, or revocation of a
submitted materials, including but not limited to, Commission, Board, and City Council Members, and o	lication grants the City of Marina permission to reproduce plans, exhibits, and photographs, for distribution to staff, other Agencies in order to process the application. Nothing in make use of the intellectual property in plans, exhibits and consideration of this application.
	tand and agree that any business resulting from an approval requirements of the Marina Municipal Code and State law.
Amado Ferdinand Magistrado	
Name	Signature 05-28-2019

Date

City of Marina Limitations on City's Liability and Certifications, Assurances and Warranties

(Must be completed by all applicants)

a. WAIVER AND RELEASE OF LIABILITY AND AGREEMENT TO INDEMNIFY THE CITY OF MARINA

The applicant and all owners and operators hereby waive and release the City from any and all liability for monetary damages related to or arising from the application for a permit, the issuance of the permit, or the enforcement of the conditions of the permit. The applicant certifies that under no circumstances shall the applicant cause any cause of action for monetary damages against the City of Marina, the permitting official or any City employee or agent as a result of this permit application or issuance or the enforcement of the conditions of the permit.

b. RELEASE CITY OF MARINA FROM LIABILITY FOR ISSUING THE APPLICANT A PERMIT

By applying for a permit pursuant to the Marina City Commercial Cannabis Business Permit Program and by accepting a permit from the City of Marina Administrative Offices acting as the Marina City Local Permitting Authority, the applicant/permittee, owners and operators, and each of them, waives and releases Marina City, and its elected officials, employees, agents, insurers and attorneys, and each of them, from any liability for injuries, damages, costs and expenses of any nature whatsoever that result or relate to the investigation, arrest or prosecution of business owners, operators, employees; clients or customers of the applicant/permittee for a violation of state or federal laws, rules or regulations relating to cannabis activities.

c. AGREEMENT TO INDEMNIFY CITY OF MARINA

By applying for a permit pursuant to the Marina City Commercial Cannabis Permit Program and by accepting a permit from the Marina City Administrative Offices acting as the Marina City Local Permitting Authority, the applicant/permittee, owners and operators, and each of them, jointly and severally if more than one, agrees to indemnify, defend and hold harmless Marina City, and its elected officials, employees, agents, insurers and attorneys, and each of them, against all liability, claims and demands, of any nature whatsoever, including, but not limited to, those arising from bodily injury, sickness, disease, death, property loss and property damage, arising out of or in any manner related to the operation of the commercial cannabis business that is the subject of the permit.

d. CERTIFICATION OF LIVE SCAN/BACKGROUND CHECK

The applicant, commercial cannabis business manager and anyone with an ownership interest in the business referenced herein represents and certifies they have submitted to a Live Scan and/or background check no earlier than 30 days prior to the date of this application.

For renewals, the applicant represents and certifies that they continue to hold in good standing any permit/license required by the State of California where applicable for a commercial cannabis business operation.

f. PROSECUTION UNDER FEDERAL LAW

The applicant understands that operators, employees and members of the commercial cannabis business may be subject to prosecution under Federal Laws.

g. AUTHORIZED TO SIGN

The person whose signature appears below is authorized to sign this application on behalf of the business and has submitted this information and all attachments as required by the application process to obtain a commercial cannabis permit from the City of Marina.

I declare under penalty of perjury that the information provided on this form is true and correct and do

Applicant Signature

Applicant Signature

Printed Name and Title

Part of the section 19.02.020

Applicant Signature

Printed Name and Title

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
City of County of Montagey
Subscribed and sworn to (or affirmed) before me on this 30th day of MAY , 2019, by
AMADO FERDINAND MAGISTA proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal) Signature 411

City of Marina Limitations on City's Liability and Certifications, Assurances and Warranties

(Must be completed by all applicants)

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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 Marina City Ordinance Chapter 19 and in compliance with Marina City Ordinance Section 19.02.020 and all other applicable sections of this Ordinance.

DocuSigned by:		
Djungs Evans	Tracm 5/17/19	Django Evans
Applicant Signature	00	Printed Name and Title
5/17/2019		
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	
City of Orange	1
Subscribed and sworn to (or affirmed) before me on this	day of <u>May</u> , 20 <u>19</u> , by basis of satisfactory evidence to be
the person(s) who appeared before me.	
(Seal) Signature	Commission

Notary Public - California Orange County My Comm. Express Jun 15, 20

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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 Marina City Ordinance Chapter 19 and in compliance with Marina City Ordinance Section 19.02.020 and all other applicable sections of this Ordinance.

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State of California MARINA Subscribed and sworn to (or affirmed) before me on this 3157 HARMONY D'ANGELO proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me, (Seal) Signature FASSIO ELDER

Limitations on City's Liability

Notary Public - Califernia Monterey County Comm. Expires Mar. 28, 2023

City of Marina Limitations on City's Liability and Certifications, Assurances and Warranties

(Must be completed by all applicants)

a. WAIVER AND RELEASE OF LIABILITY AND AGREEMENT TO INDEMNIFY THE CITY OF MARINA

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(5-17-19

Applicant Signature

Date

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State of California

City of

Subscribed and sworn to (or affirmed) before me on this

Onh

Nemeth

Proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me

(Seal) Signature



Jurat Certificate California only

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State of California	- 1.
County of San Derno	ardino
	280
Subscribed and sworn to (or affirmed) before me o	in this
subscribed and sworn to (or animed) before me o	y 86
day of May 2019, by John	thenneth whipple
proved to me on the basis of satisfactory evidence	to be the person(s) who appeared before the.
## Profit Control (Control Control Contr	111014
Place Seal Here	Signature AMP.
PABLO DANIEL MARTINEZ	U SA
COMM. #2222977 Z	*
SAN BERNARDINO COUNTY My Commission Expires 11/23/2021	
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Description of Attached Document	
Type or Title of Document	s on City's Liability and Cartifications,
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Document Date \$117/2019	Number of Pages 2
Signer(s) Other Than Named Above	*
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City of Marina Limitations on City's Liability and Certifications, Assurances and Warranties

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Applicant Signature

Printed Name and Title

5-21-19

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.

PHILIP SEGAR
COMM. #2280797
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Commission Expires 03.14 2023

City of Marina Limitations on City's Liability and Certifications, Assurances and Warranties

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Applicant Signature

of that document.

Data

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State of California

City of

Subscribed and sworn to (or affirmed) before me on this 6th day of 70ne, 2019, by

Macy Nevell, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal) Signature





CITY OF MARINA COMMERCIAL CANNABIS BUSINESS APPLICATION FINANCIAL RESPONSIBILITY, INDEMNITY AND CONSENT TO INSPECTION TERMS

Dated:	May 28	, 2019

- 1. I am herewith depositing the sum of \$8,000 as an initial deposit for the review and processing of a commercial cannabis business application.
- 2. The entire amount deposited is non-refundable for any reason. There is no guarantee expressed or implied that by submitting the application or making the deposit identified above that I will obtain any land use entitlements or a permit to operate a commercial cannabis business. I understand that City staff may recommend denial of the application for any reason, that staff may change its recommendation at any time, and that staff's recommendation of approval does not guarantee approval by any board or commission.
- 3. All costs incurred by the City in processing said application, including staff time and overhead, shall be paid by me. 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. As work proceeds on an application, actual City costs, as established by City Ordinance, will be charged against the deposit account. The City will deduct such costs from said deposits at such times and in such amounts as City determines. The City may demand additional deposits be made by me over the course of processing the application such as prior to each submittal, public review, and hearing(s), as applicable to the permit. "Costs incurred by the City" as identified in this paragraph shall include costs for the services of contractors or consultants. The City shall exercise its sole discretion in determining whether it is necessary to engage the services of an outside contractor to assist with application processing, which costs are to be paid by me.
- 4. To the fullest extent permitted by law, I shall defend, indemnify, save and hold harmless the City of Marina and its agents, officers, elected officials and employees for any claims, damages, or injuries brought against the City, its agents, officers, elected officials and employees arising from the processing of the application and my conduct of a commercial cannabis business. The indemnification shall apply to any damages, costs of suit, attorneys' fees or other expenses awarded against the City, its agents, officers and employees in connection with any such action. In addition, I shall release the City of Marina and its agents, officers, elected officials and employees from any injuries, damages, or liabilities of any kind that result from any arrest or prosecution for violation of state or federal laws. My obligations under this indemnification shall apply regardless of whether a license or any permits or entitlements are issued.

- 5. The City will promptly notify the Applicants and Owner of any such claim, action, or proceeding that is or may be subject to this Agreement. The City may, within its unlimited discretion, participate in the defense of any such claim, action, or proceeding.
- 6. In the event that any claim, action, or proceeding as described above is filed against the City, I shall within 30 days of the filing make an additional deposit of \$5,000 to the City to cover the costs or expenses involved in City defense. If during the litigation process, actual costs or expenses incurred reach 80% of the amount on deposit, I shall deposit additional funds sufficient to bring the balance up to the amount of \$5,000.
- 7. The City shall have the 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 Counsel'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 (collectively, "City"), to enter upon and inspect the subject property identified herein, with or without prior notice, for the purposes of inspecting, photographing, and/or processing this application and to inspect for compliance with all laws, regulations, and conditions placed on land use approvals or the permit. No additional permission or consent to enter upon the property is necessary or shall be required. By signing this application 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 record 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.
- 10. This Agreement shall constitute a separate agreement from any permit approval, and that if the 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 Monterey County Superior Court.

Applicant(s)/Owner(s):	
Amado Magistrado	
Printed Name	Signature
Printed Name	 Signature
Printed Name	 Signature
Printed Name	 Signature
Printed Name	Signature
Property Owner(s): (if different)	
Printed Name	Signature
Printed Name	Signature
Printed Name	 Signature

Applicant(s)/Owner(s):	
DANIEL FRIED	1 hud
Printed Name	Signature
Property Owner(s): (if different)	
Printed Name	Signature
Printed Name	Signature
Printed Name	 Signature

CITY OF MARINA COMMERCIAL CANNABIS BUSINESS APPLICATION FINANCIAL RESPONSIBILITY, INDEMNITY AND CONSENT TO INSPECTION TERMS

Dated:	5/17	, 2019

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After review and consideration of all of the foregoing terms and conditions, I agree to be bound by and Indemnification Agreement

2

Applicant(s)/Owner(s):	DocuSigned by:
Django Evans	Dange Evans
Printed Name	Signature
Printed Name	
Printed Name	Signature
Printed Name	Signature
Printed Name	Signature
Property Owner(s): (if different)	
Printed Name	Signature
Printed Name	Signature
Printed Name	 Signature

CITY OF MARINA COMMERCIAL CANNABIS BUSINESS APPLICATION FINANCIAL RESPONSIBILITY, INDEMNITY AND CONSENT TO INSPECTION TERMS

Dated:	 201 9

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Applicant(s)/Owner(s):	
Printed Name	- Signature
Printed Name	Signature
Printed Name	Signature
Printed Name	Signature
Harmony D'Angelo	Harry O'Argelo
Printed Name	Signature
Property Owner(s): (if different)	
Printed Name	Signature
Printed Name	Signature
Printed Name	

CITY OF MARINA COMMERCIAL CANNABIS BUSINESS APPLICATION FINANCIAL RESPONSIBILITY, INDEMNITY AND CONSENT TO INSPECTION TERMS

Dated:_	5 -	16-1	9	 2019

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2

Applicant(s)/Owner(s):	
John Whipple	$\Delta = \Delta =$
Printed Name	Signature
Property Owner(s): (if different)	
Printed Name	Signature
Printed Name	Signature
Printed Name	Signature

CITY OF MARINA

COMMERCIAL CANNABIS BUSINESS APPLICATION FINANCIAL RESPONSIBILITY, INDEMNITY AND CONSENT TO INSPECTION TERMS

	1/10	
Dated:	5//3	, 2019

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2

to fully and timely comply with all of the forego	ing terms and conditions.
Applicant(s)/Owner(s): Joseph Lomonaco	Jo Jo
Printed Name	Signature
Property Owner(s): (if different)	
Printed Name	Signature
Printed Name	Signature
Printed Name	Signature

CITY OF MARINA COMMERCIAL CANNABIS BUSINESS APPLICATION FINANCIAL RESPONSIBILITY, INDEMNITY AND CONSENT TO INSPECTION TERMS

Dated:	June	6th	2019

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Applicant(s)/Owner(s):

Macy Newell	Mafflow
Printed Name	Signature
Property Owner(s): (if different)	
Printed Name	Signature
Printed Name	Signature
Printed Name	 Signature

to fully and timely comply with all of the foregoing terms and conditions. Applicant(s)/Owner(s): **Printed Name** Signature Property Owner(s): (if different) From Fre to atom **Printed Name** Signature

Signature

Printed Name



PROPERTY OWNER CONSENT

If applicant is other than the property owner(s), the owner(s) must provide a signed statement consenting to filing pursuant to Chapter 19 of the Marina Municipal Code. Original signatures only.

I/We, as the owner(s) of the subject property, consent to the filing of this application and use of the property for the purposes described herein. We further consent and hereby authorize City representative(s) to enter upon my property for the purpose of examining and inspecting the property in preparation of any reports and/or required environmental review for the processing of the application(s) being filed.

Fran Fran Spector Atkins	CIN god at
Name	Signature
property owner	Jue 5, 2019
Title	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.

Subscribed and sworn to before me this 5 day of June, 2019, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

He altached Jwat

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 CA County of Monterey

Subscribed and sworn to (or affirmed) before me on this 5th day of June, 2019, by Fran Spector Atkins, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature

Name

Heather Tremper (typed or printed)

My Comm. Expires Mar 29, 2020 Monterey County Notary Public - California Commission # 2145081

неатнев твемрев

(This area for official notarial seal)

HEATHER TREMPER Commission # 2145081 Notary Public - California Monterey County My Comm. Expires Mar 29, 2020 April 5, 2019

I, (Fran Spector Atkins), property owner of 3343 Paul Davis Dr, Marina CA 93933 am aware and approve that the building will be used for a Cannabis related business and agree to lease the premises to the applicant upon approval from the city of the applicant's application. I am aware and understand that the licenses for cannabis related uses are for one year and can be revoked at the City's sole discretion with or without reason.

Fran Spector Atkins

Fran Spector Atkins 6/2019

Sign appopag5680D145E...

OWNER BACKGROUND FORMS AND LIVESCANS



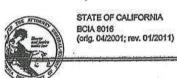
City of Marina

Economic Development Department – City Hall
211 Hillcrest Avenue
Marina, CA 93933
P: 831.384.3715
www.ci.marina.ca.us

CANNABIS BUSINESS EMPLOYEE/OWNER BACKGROUND APPLICATION

		KEU GED	CAN	NABIS BUSII	NESS	INFORM	TATION				
CAN	NABIS BUSINESS NAME/DI	ВА			IN:	IN THE BUSINESS, ARE YOU AN: (CHOOSE ONE)				BADGE ID REQUEST	
3	Elemental Beachside, Inc.					☑ Owner/Principal ☐ Employee			е	☐ ID Request	
BUS	INESS ADDRESS, CITY, STAT	TE, ZIP CODE		1,1				STATE BU	JSINESS L	CENSE NUMBER (if known)	
WI				APPLICANT	INFO	RMATIC	DN	VS, V. LEV	(2,63)		
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Driver's License #/State LAST NAME ON DRI			ON DRIVER'S LICENS	SE		AME ON DRIVER'S LICENSE		MIDDLE NAME ON DRIVER'S LICE			
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	DATE / TIME	\$ FEE AM	OUNT PAID	RECEIPT	#		CITY STAFF'S	NAME		CITY DEPARTMENT	

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	ARREST DATE	ARRESTING AGENCY	//LOCATION/COURT NAME	REA	SON FOR ARREST	/ VIOLATION CODE	
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	DISPOSITION (WHAT WAS	THE OUTCOME OF THE CASE: V	were you sentenced? Did you n	nave to pay a fir	ner Probation? Pa	role? Etc.)	
ARREST DATE ARRESTING AGENCY / LOCATION / COURT NAME REASON FOR ARREST / VIOLATION CODE							
4	DISPOSITION (WHAT WAS	THE OUTCOME OF THE CASE: W	Vere you sentenced? Did you h	ave to pay a fir	ne? Probation? Pa	role? Etc.)	
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E	WC Resources, Inc.	San Jose, CA	4	08-684-6240	07/06/17	Present	
				NOTES DESCRIPTION OF STREET			
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		OF PERJURY, UNDER THE LAWS	S OF THE STATE OF CALIFORNIA	A, THAT THE FO	REGOING IS TRUE	AND CORRECT TO THE BEST OF MY	
KNO	WLEDGE. APPLICANT SIGNA	ATURE	JOB TITLE (POSITION ON THE	APPLICATION)		DATE	
× S	grofm	MILLEAN OF	CEO			5/13/19	
	CR CR	IMINAL BACKGROU	ND & CREDIT HISTO	RY INVEST	IGATION RI	ELEASE	
To	Whom It May Concern:						
of inf	the City of Marina, and ormation in this applicat	d/or his/her agents, emploion for the purpose of con	oyee or lawful representa ducting a criminal backgro	tive(s) to tal und check to	ce my photogra verify that I me	e City Manager, or Chief of Police aph and fingerprints or use the eet the qualifications required to I by the City Municipal Code and	
- Canea	ite Law.						
			ned necessary to provide to agency or third-party cons			rtment of Justice and the Federal Manager or Chief of Police.	
the ma ob	e City of Marina its office by result from the taking	rs, agents, or lawfully deleg of such fingerprints or fo	gated representatives, harm prwarding them to the app	less from any ropriate law	action(s) or da enforcement a	onviction. I further agree to hold mages whatsoever or at all which gency for a record check and/or cial Cannabis Business Permit or	
			Chief of Police of the City a any other credit related info			yee or lawful representative(s) to	
an						I also understand that falsifying rmination of employment per the	
AP	PLICANT SIGNATURE	APPLIC	CANT NAME (PRINT)		DATE	Clark.	
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REQUEST FOR LIVE SCAN SERVICE

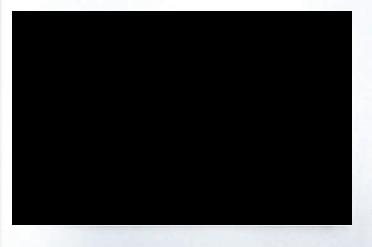
pplicant Submission	
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RI (Code assigned by DOJ) Canabis ype of License/Certification/Permit OR Working Title (Maximum 30 characters	Authorized Applicant Type
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MARINA POLICE DEPARTMENT	00422
gency Authorized to Receive Criminal Record Information	Mail Code (five-digit code assigned by DOJ)
11 HILLCREST AVE	MARIA ESPARZA
treet Address or P.O. Box	Contact Name (mandatory for all school submissions)
1ARINA CA 93933 itv State ZIP Code	(831) 884-1293 Contact Telephone Number
	t to the state of
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TON HONO ILL MIDDELLION	4
our Number:	Level of Service: X DOJ X FBI
OCA Number (Agency Identifying Number)	
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Vlust provide proof of rejection)	Oliginal Att Number
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City of Marina 211 Hillcrest Avenue Marina, CA 93933

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bis Livescan fee (=100) credi	5.04
Livescan fee		173.04
Receipt Total		173.04
Total charge	5.	173.04
Total Remitted	7.	173.04
Total Received	2	

Have a nice day!

Customer Copy
CUSTOMER COPY









EXAMPLE: Please scan photo IDs, Social security card, and two passport photos for your application.

State Farm Payment Plan PO Box 44110 Jacksonville FL 32231-4110

AT1

LOMONACO, JOSEPH

Notice of Automated Payment

State Farm Payment Plan:

Accountholder Name:

LOMONACO, JOSEPH

Total Amount:

\$302.53

To Be Paid On:

April 28, 2019

#16 6024 D09 05

See Important Information

Agent Burch Boehner 352 E Taylor St San Jose CA 95112-3135

Important Information

- NOTE: Recurring payment of \$302.53 will be entered APR 28, 2019 through your financial institution.
- Future notices will only be mailed if your amount due changes. Please continue to account for this amount in your financial records each
 month.

Policy Defails

21

- State Farm cares about the security of your information. We have recently enhanced how customers are verified. You may be asked new
 questions to verify your identify when you access your account online or call into our contact center.
- Changes and payments made after April 11, 2019 will be reflected on a subsequent billing notice.
- If you have any questions or would like to discuss other State Farm products, your agent is ready to assist you.

Thanks for letting us serve you!



Thank you.

We're happy you're part of our neighborhood. And, we're always here to help. It's just what good neighbors do. Call State Farm® Agent Burch Boehner at 408-287-8190.

When you provide a check as payment, you authorize he ciliter to use the account or to provide thin payment as a chack transaction. When we have **069T**drawn from your account as soon as the same day we receive your it



City of Marina

Economic Development Department – City Hall
211 Hillcrest Avenue
Marina, CA 93933
P: 831.384.3715
www.ci.marina.ca.us

CANNABIS BUSINESS EMPLOYEE/OWNER BACKGROUND APPLICATION

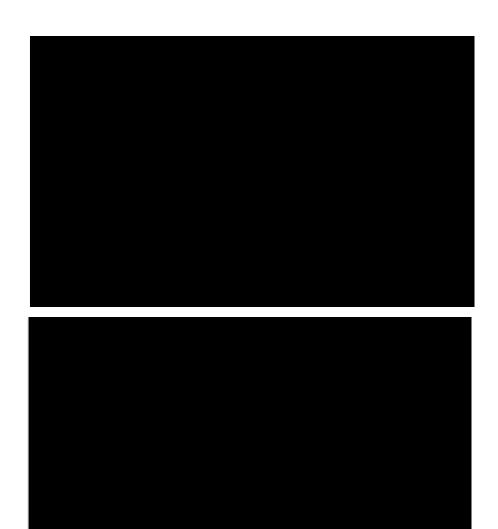
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ELEMENTAL BEACHSIDE INC.					Owner/Principal				_	☐ ID Request	
DUCINESS ADDRESS SITV STATE	710 0005			\	J	,	Пеграг				•
BUSINESS ADDRESS, CITY, STATE	, ZIP CODE							STATE BU	JSINESS	LICENSE	NUMBER (if known)
3343 Paul Da	vis Dr,	Marina CA	93933								
			APPLICANT	INFO	RMATI	ON					
Social Security Num	her	LAST NAME (ON SOCIAL SECURITY	CARD	FIRST NAM	ME ON	SOCIAL SECU	RITY CARD	MIDDLE	MIDDLE NAME ON SOCIAL SECURITY CARD	
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☐ Male ☐ Female	29			W	5′4		125		Blo	nde	Green
LIST YOUR CURRENT HOME ADD	RESS, CITY,	ZIP CODE (<i>NO P.C</i>	D. BOXES ALLOWED	<u>)</u>)						CELI	PHONE #
LIST ANY OTHER NAMES YOU HA	VE EVER US	SED (Maiden, Mar	ried, Nicknames, e	tc.)	BIRTH COUNTRY/STATE				LANGU	AGES SPOKEN	
								English			
			CRIMIN	AL HI	STORY						
	List all arrests or convictions other than infractions for traffic violations.										
IF ADDITIONAL SPACE IS NEEDED, ATTACH EXTRA SHEETS TO THIS APPLICATION. PLEASE READ THE APPLICATION CAREFULLY. ANY FALSE OR MISLEADING STATEMENTS, OR OMISSIONS ON THIS APPLICATION OR ON THE COMMERCIAL CANNABIS BUSINESS APPLICATION, SHALL BE GROUNDS FOR DISQUALIFICATION.											
ARREST DATE		ARRESTING AGEN	ICY / LOCATION / (COURT N	IAME		REASON FO	OR ARREST	/ VIOLA	TION COL	DE
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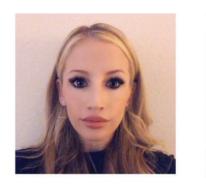
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	APPLICANT SIGNATURE		JOB TITLE (POSITIO	N ON THE APPLICATION	ON)		DATE		
×	Marif low		Owner			June 6th, 2019			
	CRIMINA	L BACK	GROUND & CREDIT	HISTORY INV	ESTIGAT	ION R	ELEASE		
То	Whom It May Concern:								
I am an applicant/employee of a Commercial Cannabis Business in the City of Marina. I desire and request the City Manager, or Chief of Police of the City of Marina, and/or his/her agents, employee or lawful representative(s) to take my photograph and fingerprints or use the information in this application for the purpose of conducting a criminal background check to verify that I meet the qualifications required to obtain a Commercial Cannabis Business Permit to operate or to be employed with such business as required by the City Municipal Code and State Law.									
I agree to provide any information requested or deemed necessary to provide to the State of California Department of Justice and the Federal Bureau of Investigation, or any other law enforcement agency or third-party consultant authorized by the City Manager or Chief of Police.									
I understand this will serve to disclose any record of arrests to which I have been the subject that resulted in conviction. I further agree to hold the City of Marina its officers, agents, or lawfully delegated representatives, harmless from any action(s) or damages whatsoever or at all which may result from the taking of such fingerprints or forwarding them to the appropriate law enforcement agency for a record check and/or obtaining access to any other documentation which pertains to meeting the qualification for a Commercial Cannabis Business Permit or Employee Permit.									
Furthermore, I hereby authorize the City Manager or Chief of Police of the City and/or his/her agents, employee or lawful representative(s) to obtain and review my consumer credit report and/or any other credit related information pertaining to me.									
By signing this form, I acknowledge and agree to comply with all the conditions and terms of this application. I also understand that falsifying and/or omitting any information on this application may be grounds for denial of a permit or is grounds for termination of employment per the Marina Ordinance.									
API	PLICANT SIGNATURE		APPLICANT NAME (PRINT)			DATE			
Walf Ou			Macy Newell				June 6th, 2019		



REQUEST FOR LIVE SCAN SERVICE

pplicant Submission	
1300 RI (Code assigned by DOJ) Cannabis ype of License/Certification/Permit OR Working Title (Maximum 30 characters - 1	Authorized Applicant Type If assigned by DOJ, use exact title assigned)
ontributing Agency Information: IARINA POLICE DEPARTMENT gency Authorized to Receive Criminal Record Information 11 HILLCREST AVE treet Address or P.O. Box IARINA Type CA 93933 State ZIP Code	00422 Mail Code (five-digit code assigned by DOJ) MARIA ESPARZA Contact Name (mandatory for all school submissions) (831) 884-1293 Contact Telephone Number
pplicant Information:	MACY Teridee First Name Middle Initial Suffix
ther Name KA or Alias) Last Sex Male Premale O'14 126	First Driver's License Number Billing Number (Agency Billing Number) Misc. Number
Street Address or P.O. Box HOW LONG AT RESIDENCE 3 MONTHS WOST	City PHONE #
OCA Number (Agency Identifying Number)	Level of Service: DOJ FBI
re-submission, list original ATI number: lust provide proof of rejection)	Original ATI Number
mployer (Additional response for agencies specified by statute): Selve employer Name	Mail Code (five digit code assigned by DOJ)
ty State ZIP Code	Telephone Number (optional)
ve Scan Transaction Completed By: The Scan Transaction Completed	Date







VERIFICATION REQUIRED

Mail will be forwarded for the following individual only: MACY J

on: Apr 3, 2019 NEW address, as you requested, Your mail will be forwarded to your NEWELL

(1-800-275-8777). days or more, please call 1-800-ASK-USPS your new address for 10 Postal business incorrect, or you have not received mail at If the information contained on this page is

the Confirmation Code: 1908 6900 0003 0120 managemymove.usps.com and enter date to start forwarding your mail, visit Change-of-Address Order or change the If you need to view or cancel this

of mail forwarding expiration dates. email address and receive email reminders Visit managemymove.usps.com to add your

YOUR OLD ADDRESS

Change of Address

* Official *

Confirmation Letter



YOUR NEW ADDRESS

000001956 02 AB 0.412 T:0012



Economic Development Department – City Hall
211 Hillcrest Avenue
Marina, CA 93933
P: 831.384.3715
www.ci.marina.ca.us

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						X☐ Owner/Principal ☐ Employee ☐ ID Reque					ID Request	
BUSINESS ADDI									STATE BI	USINES	S LICENSE	NUMBER (if known)
3343 PAUL	DAVIS DRIVE, M	ARINA, CA 93	933									
	APPLICANT INFORMATION											
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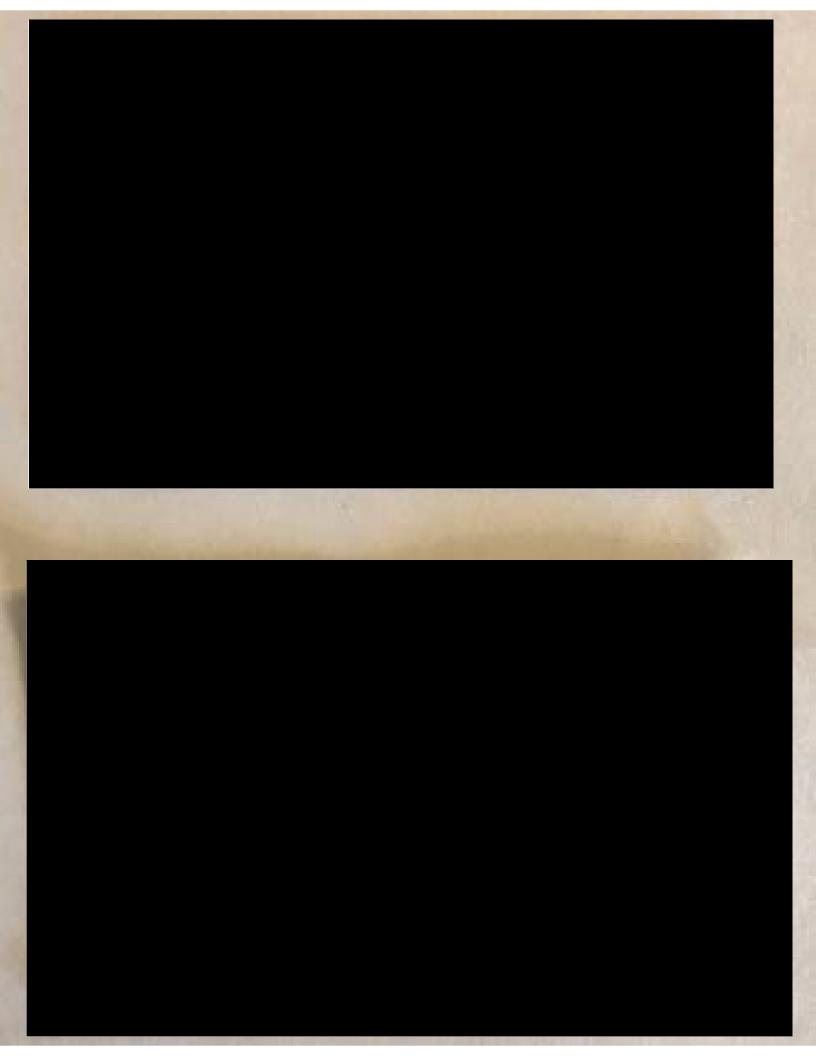
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5	DISPOSITION (WHAT WAS THE OUT	COME OF THI	E CASE: Were you sentenced	? Did you have to	pay a fine? Prob	oation? Pa	role? Etc.)			
		PR	IOR REGULATED CA	ANNABIS EM	1PLOYERS					
BUSI	NESS NAME	CITY / STAT	E	PHONE	START	DATE	END DATE			
			STATEMENT	OF PERJURY	1					
	I DECLARE UNDER THE PENALTY OF PERJURY, UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE FOREGOING IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.									
	APPLICANT SIGNATURE		JOB TITLE (POSITIO	N ON THE APPLICA	ATION)		DATE			
×	DE		OWNER-DIRECTOR OF F	PROCUREMENT		5/1	7/2019			
	CRIMIN	AL BACK	GROUND & CREDIT	HISTORY IN	IVESTIGAT	ION R	ELEASE			
То	Whom It May Concern:									
of info	the City of Marina, and/or his ormation in this application for	s/her agent the purpose	s, employee or lawful re e of conducting a crimina	epresentative(s) I background ch	to take my neck to verify	photogra that I me	e City Manager, or Chief of Police aph and fingerprints or use the eet the qualifications required to d by the City Municipal Code and			
1	gree to provide any information reau of Investigation, or any oth						rtment of Justice and the Federal Manager or Chief of Police.			
the ma obt	e City of Marina its officers, agen by result from the taking of suc	ts, or lawful h fingerprin	ly delegated representati	ves, harmless fro the appropria	om any action te law enforc	ı(s) or da ement a	conviction. I further agree to hold mages whatsoever or at all which gency for a record check and/or cial Cannabis Business Permit or			
	rthermore, I hereby authorize th tain and review my consumer cr	•	•	•			yee or lawful representative(s) to			
and		_					. I also understand that falsifying rmination of employment per the			
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	Djangs Evans — DF327B01525640B		Django Evans			5/:	17/2019			

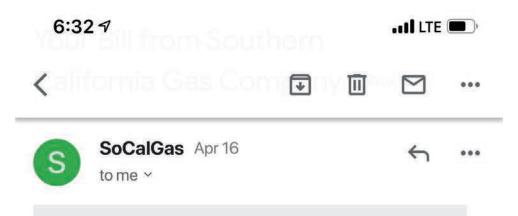


STATE OF CALIFORNIA BCIA 8016 (orig. 04/2001; rev. 01/2011)

REQUEST FOR LIVE SCAN SERVICE

		. •									
1300		License									
ORI (Code assigned by DOJ)		Authorized Applicant Type									
Cannabis											
	mit OR Working Title (Maximum 30 chara	cters - if assigned by DOJ, use exact little assigned)									
Contributing Agency Informat	ion:										
MARINA POLICE DEPARTM		00422									
Agency Authorized to Receive Crimin	nal Record Information	Mail Code (five-digit code assigned by DOJ)									
211 HILLCREST AVE Street Address or P.O. Box		MARIA ESPARZA	loslans)								
		Contact Name (mandatory for all school sub	offilssions)								
MARINA City	CA 93933 State ZIP Code	(831) 884-1293 Contact Telephone Number									
		Contact relephone Number									
Applicant Information: Evans	97	Django	R								
_ast Name			Middle Initial Suffix								
		First Name	Miledie Hiller Odlik								
Other Name AKA or Alias) Last		First	Suffix								
001017000											
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Height Weight	Eye Color Hair Color	Number									
		(Agency Billing Number) Misc.	*								
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Bill Ready Notification

My Account

Dear Django Evans,

Your current bill for account is available. Log in to view and pay your bill.

Total Amount Due: Payment Due Date: \$7.90 05/06/2019

Pay Bill

Please Note: Your monthly bill may include bill inserts providing notice of actions that may affect your gas rates and important information on natural gas safety. Please view the latest bill inserts to check for these important notices.



Warning: Proposition 65 Warning. Get



Economic Development Department – City Hall
211 Hillcrest Avenue
Marina, CA 93933
P: 831.384.3715
www.ci.marina.ca.us

	CAN	NABIS BUSINESS	INFORMAT	TION			
CANNABIS BUSINESS NAME/DBA		IN	THE BUSINESS, A	RE YOU AN: (CHOOSE	ONE) BADGE ID REQUEST		
Elemental Bea	whaide Inc		Owner/Prin	ncipal 🗆 Employee	e 🔲 ID Request		
BUSINESS ADDRESS, CITY, STATE,	, ZIP CODE			STATE BU	JSINESS LICENSE NUMBER (if known)		
77 North Al	maden Ave 1	Apt 128 Su	n Jose, CA.	95110			
		APPLICANT INFO	RMATION				
Social Security Number	ber LAST NAME O	ON SOCIAL SECURITY CARD	FIRST NAME ON	SOCIAL SECURITY CARD	MIDDLE NAME ON SOCIAL SECURITY CARD		
	ole	John	^	Kenneth			
Driver's License #/St	ate LAST NAM	E ON DRIVER'S LICENSE	FIRST NAME O	ON DRIVER'S LICENSE	MIDDLE NAME ON DRIVER'S LICENSE		
	Whipp	k John			Venneth		
SEX Male □ Female	AGE DATE O	DE RIRTH RACE	HEIGHT 51811	WEIGHT	Brown Brown		
LIST YOUR CURRENT HOME ADD	RESS, CITY, ZIP CODE (NO P.O	D. BOXES ALLOWED)		. , ,	CELL PHONE #		
LIST ANY OTHER NAMES YOU HA	VE EVER USED (Maiden, Mari	ried, Nicknames, etc.)	RIP	TH COUNTRY/STATE	LANGUAGES SPOKEN Fins lish		
		CRIMINAL HI	STORY				
	List all arrests or co	onvictions other than	infractions f	or traffic violation	<u>s.</u>		
	NG STATEMENTS, OR C	OMISSIONS ON THIS			THE APPLICATION CAREFULLY IMERCIAL CANNABIS BUSINES		
ARREST DATE	ARRESTING AGEN	NCY / LOCATION / COURT N	NAME	REASON FOR ARREST	/ VIOLATION CODE		
DISPOSITION (WHAT WAS T	THE OUTCOME OF THE CASE:	Were you sentenced? Did	you have to pay	a fine? Probation? Par	ole? Etc.)		
ARREST DATE	ARRESTING AGEN	NCY / LOCATION / COURT I	NAME,	REASON FOR ARREST	/ VIOLATION CODE		
DISPOSITION (WHAT WAS T	THE OUTCOME OF THE CASE:	Were you sentenced? Did	you have to pay	a fine? Probation? Par	ole? Etc.)		
		CITY STAFF U	SE ONLY				
DATE / TIME	\$ FEE AMOUNT PAID	RECEIPT #		CITY STAFF'S NAME	CITY DEPARTMENT		

-	CRIMINAL HISTORY (cont.)									
	ARREST DATE	ARRESTING A	AGENCY / LOCATION / COU		1	ARREST	/VIOLATION	CODE		
3										
3	DISPOSITION (WHAT WAS THE OUTCO	OME OF THE	CASE: Were you sentenced	d? Did you have to	pay a fine? Prob	ation? Pa	arole? Etc.)			
	ARREST DATE	ARRESTING A	AGENCY / LOCATION / COU	IRT NAME	REASON FOR	ARREST	/ VIOLATION	CODE		
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	ARREST DATE	ARRESTING /	AGENCY / LOCATION / COL	JRT NAME	REASON FOR	ARREST	/ VIOLATION	CODE		
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112		PRI	OR REGULATED C	ANNARIS FM	ADI OVERS	5-7-3				
BUSI	NESS NAME	CITY / STATE		PHONE	START	DATE	END DATE	A BOW SAULES		
	TO DIOTECTI	ADELANTO					1			
	ID BIOTECH									
	STATEMENT OF PERJURY									
	I DECLARE UNDER THE PENALTY OF PERJURY, UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE FOREGOING IS TRUE AND CORRECT TO THE BEST OF MY									
KNO	WLEDGE. APPLICANT SIGNATURE		JOB TITLE (POSITIO	ON ON THE APPLICA	ATION)			DATE		
				•	,	C	-16-	.1a		
× (-/~~		owner					19		
	CRIMINA	L BACKO	GROUND & CREDIT	T HISTORY IN	IVESTIGATI	ON R	ELEASE			
1	Whom It May Concern:									
	m an applicant/employee of a Co the City of Marina, and/or his/					-	-			
int	formation in this application for t	he purpose	of conducting a crimin	al background ch	neck to verify t	hat I m	eet the qua	alifications required to		
1	rtain a Commercial Cannabis Busi ate Law.	ness Permii	t to operate or to be en	npioyed with suc	in business as	require	a by the Cit	y Municipal Code and		
1	gree to provide any information r reau of Investigation, or any othe	-		=		-				
Ιu	nderstand this will serve to disclo	se any reco	rd of arrests to which I I	have been the su	bject that resu	lted in	conviction.	I further agree to hold		
	e City of Marina its officers, agent ay result from the taking of such									
ot	taining access to any other doc		_							
1	nployee Permit.	C'h A A		(a) - C'a 1/	1.2.41			6.1		
1	rthermore, I hereby authorize the stain and review my consumer cre						yee or lawt	ui representative(s) to		
1 '	signing this form, I acknowledge	_								
	d/or omitting any information on arina Ordinance.	unis applica	ation may be grounds to	i deniai ot a peri	THE OF IS GROUNG	is fo r te	ei mination (n employment per the		
AF	APPLICANT SIGNATURE APPLICANT NAME (PRINT) DATE									
1	// w Whn.		John W	hipole		5-	-16-19			





REQUEST FOR LIVE SCAN SERVICE

	THIIL FOILII RESEL FOILII
Applicant Submission	
ORI (Code assigned by DOJ)	Authorized Applicant Type
Type of License/Certification/Permit <u>OR</u> Working Title (Maximum 30 characters -	if assigned by DOJ, use exact title assigned)
Contributing Agency Information: Mwing Police Department Agency Authorized to Receive Criminal Record Information 21 Hiller Hove Street Address or P.O. Box	Mail Code (five-digit code assigned by DOJ) Maria Esparza Contact Name (mandatoly for all school submissions)
City State ZIP Code	G31-884 - 129 3 Contact Telephone Number
Applicant Information:	First Name Middle Initial Suffix
Date of Birth Sex Male Female Sex Height Sex Male Female Sex Male Female Female Sex Male Female	First Driver's License Number Billing Number (Agency Billing Number)
Place of Birth (\$tate or Country) Social Security Number	Misc. Number
Home Address Street Address or P.O. Box	City/ / State ZIP Code
Your Number: OCA Number (Agency Identifying Number)	Level of Service: DOJ FBI (If the Level of Service indicates FBI, the fingerprints will be used to check the criminal history record information of the FBI)
f re-submission, list original ATI number: (Must provide proof of rejection)	Original ATI Number
Employer (Additional response for agencies specified by statute):	
Employer Name	Mail Code (five digit code assigned by DOJ)
Street Address or P.O. Box	
City State ZIP Code	Telephone Number (optional)
Live Scan Transaction Completed By:	May 17 2019
Name of Operator Transmitting Agency LSID	ATI Number ATI Number Amount Collected/Billed
, ranson and state of the state	Attionit Concottability



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Online: Frontier.com/helpcenter

1.800.921.8103 1.800.910.9371

For the hearing impaired TTY: 1.877.462.6606

\$110.25

5/08/19

COMMUNICATIONS

P.O. Box 5157, Tampa, FL 33675

PAYMENT STUB Total Amount Due

New Charges Due Date

Account Number

Please do not send correspondence with your payment. Make checks payable to Frontier.

Amount Enclosed

To change your billing address, call 1-800-921-8101

FRONTIER PO BOX 740407 CINCINNATI OH 45274-0407 հուժովիվիկիութարկերկակարերություն



Economic Development Department – City Hall
211 Hillcrest Avenue
Marina, CA 93933
P: 831.384.3715
www.ci.marina.ca.us

		CAN	INABIS BUSI	NESS	INFOR	MATION				
CANNABIS BUSINESS NAME/DBA				IN T	HE BUSIN	ESS, ARE YOU	AN: (CHOOS	E ONE)	BAD	GE ID REQUEST
ELEMENTAL BEACHSIDE INC.						/Duta ata at				
										ID Request
BUSINESS ADDRESS, CITY, STATE,	, ZIP CODE				STATE BUSINESS LICENSE NUME			NUMBER (if known)		
3343 PAUL DAVIS DRIVE, MAR	RINA, CA 93933									
			APPLICANT	INFO	RMATI	ION	÷			
Social Security Numl	her 🗦	LAST NAME C	ON SOCIAL SECURITY	CARD	ARD FIRST NAME ON SOCIAL SECURITY				DLE NAME O	N SOCIAL SECURITY CARD
FRIED				D	ANIEL			BRIA	۸N	
Driver's License #/St	ate 🗦	LAST NAM	E ON DRIVER'S LICEN	ISE	FIRST N	IAME ON DRIV	ER'S LICENSE	М	IDDLE NAME	ON DRIVER'S LICENSE
Briver's Electrise wyse	⇒	FR	IED		D	ANIEL			BRIA	۸N
SEX	AGE	DATE C	OF BIRTH	RACE	HEIGH	г	WEIGHT	T	HAIR	EYES
✓ Male ☐ Female	29			W	5'8		145	BR	ROWN	BLUE
	CURRENT HOME ADDRESS, CITY, ZIP CODE (NO P.O. BOXES ALLOWED)				L PHONE #					
612										
LIST ANY OTHER NAMES YOU HAVE EVER USED (Maiden, Married, Nicknames, etc.) BIRTH COUNTRY/STATE LANGUAGES SPOKEN							AGES SPOKEN			
		-		-					ENGLISH	
			CRIMIN							
	<u>List all a</u>	irrests or co	onvictions othe	r than	infractio	ons for tra	ffic violatio	ns.		
IF ADDITIONAL SPACE IS ANY FALSE OR MISLEADIN APPLICATION, SHALL BE G	NG STATEMI	ENTS, OR C	MISSIONS ON							
ARREST DATE	ARF	RESTING AGEN	ICY / LOCATION / C	COURT N	AME	REASC	N FOR ARRES	T / VIOI	LATION COI	DE
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ARREST DATE			ICY / LOCATION / (N FOR ARRES			DE
DISPOSITION (WHAT WAS T	THE OUTCOME	OF THE CASE:	Were you sentenc	ed? Did	you have t	o pay a fine?	Probation? Pa	role? E	tc.)	
			CITY STA	FF US	E ONL	Υ				
DATE / TIME	\$ FEE AMO	UNT PAID	RECEIP		CITY STAFF'S NAME			CITY DEPARTMENT		

	CRIMINAL HISTORY (cont.)								
	ARREST DATE	ARRESTING	AGENCY / LOCATION / COU	RT NAME	REASON FOR	R ARREST	/ VIOLATION CODE		
3	DISPOSITION (WHAT WAS THE OUTCO	OME OF THI	E CASE: Were you sentenced	? Did you have to pay	a fine? Prob	ation? Pa	role? Etc.)		
	ARREST DATE	ARRESTING	AGENCY / LOCATION / COU	RT NAME	REASON FOR	R ARREST	/ VIOLATION CODE		
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	ARREST DATE ARRESTING AG		AGENCY / LOCATION / COU	AGENCY / LOCATION / COURT NAME REASO		R ARREST	/ VIOLATION CODE		
5	DISPOSITION (WHAT WAS THE OUTCOME OF THE CASE: Were you sentenced? Did you have to pay a fine? Probation? Parole? Etc.)								
PRIOR REGULATED CANNABIS EMPLOYERS									
BUSI	NESS NAME	CITY / STAT	E	PHONE	START	DATE	END DATE		
НА	RBORSIDE HEALTH CENT	ER S	AN JOSE / CA	888-994-2726	JUL:	2010	DEC 2018		
80	05 BEACH BREAKS	GRO	VER BEACH / CA	805-668-2228	JAN	2018	APR 2019		
			STATEMENT	OF PERJURY					
	I DECLARE UNDER THE PENALTY OF PERJURY, UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE FOREGOING IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.								
	APPLICANT SIGNATURE JOB TITLE (POSITION ON THE APPLICATION) DATE								
×	1 Just		MANAGINO	G MEMBER			5-21-19		
	CRIMINA	L BACK	GROUND & CREDIT	HISTORY INVE	STIGAT	ION R	ELEASE		
То	Whom It May Concern:								
of info	the City of Marina, and/or his/ ormation in this application for th	her agents ne purpose	s, employee or lawful re e of conducting a crimina	epresentative(s) to I background check	take my to verify	photograthat I me	e City Manager, or Chief of Police aph and fingerprints or use the eet the qualifications required to d by the City Municipal Code and		
1		•					rtment of Justice and the Federal Manager or Chief of Police.		
the ma ob	Bureau of Investigation, or any other law enforcement agency or third-party consultant authorized by the City Manager or Chief of Police. I understand this will serve to disclose any record of arrests to which I have been the subject that resulted in conviction. I further agree to hold the City of Marina its officers, agents, or lawfully delegated representatives, harmless from any action(s) or damages whatsoever or at all which may result from the taking of such fingerprints or forwarding them to the appropriate law enforcement agency for a record check and/or obtaining access to any other documentation which pertains to meeting the qualification for a Commercial Cannabis Business Permit or Employee Permit.								
	thermore, I hereby authorize the tain and review my consumer cred		_		_		yee or lawful representative(s) to		
and		_					I also understand that falsifying rmination of employment per the		
API	PLICANT SIGNATURE		APPLICANT NAME (PRINT)			DATE			
1	DANIEL FRIED 5-21-19								



REQUEST FOR LIVE SCAN SERVICE

REQUEST F	OR LIVE SCAN SERVICE Print Form Reset Form
Applicant Submission	
A1300 ORT (code assigned by DOJ)	CANNABIS Authorized Applicant Type
LICENSE Type of License/Certification/Permit OR Working Title (Maximum 3)	30 characters , if assigned by DO Luse exact title assigned
Contributing Agency Information:	~ Grandelia - II assigned by EXIV, use exact the assigned)
MARINA POLICE DEPARTMENT	00422
Agency Authorized to Receive Criminal Record Information	Mail Code (five-digit code assigned by DOJ)
211 HILLCREST AVENUE Street Address or P.O. Box	MARIA ESPARZA Contact Name (mandatory for all school submissions)
MARINA CA 93933	
City State ZIP Code	(831) 884-1293 Contact Telephone Number
Applicant Information: FRIED	
Last Name	DANIEL B
Other Name	First Name Middle Initial Suffix
(AKA or Alfas) Last	First
Date of Birth Sex X Male Female	Suffix
	Driver's License Number
5'8 140 BLUE BROW Height Eye Color Hair Color	
Eye dolor Hair Color	Number (Agency Billing Number)
Place of Birth (State or Country) Social Security Number	Misc. Number
	(Other Identification Number)
Address Sueer Address of P.O. Box	
	City State ZIP Code
V- N	v.
OCA Number (Agency identifying Number)	Level of Service: X DOJ X FBI
, and the state of	(If the Level of Service indicates FBI, the fingerprints will be used to check the criminal history record information of the FBI)
f re-submission, list original ATI number:	(The FBI)
Must provide proof of rejection)	Original ATI Number
Employer (Additional response for agencies specified by st	tatute):
melau- N	· ·
mployer Name	Mail Code (five digit code assigned by DOJ)
Street Address or P.O. Box	
State ZIP Code	Telephone Number (optional)
ive Scan Transaction Completed By:	· r 1
1100	6/77/10
larne of Operator	
ZEHTIFIX-NEWPOHT BEACH LIVE SCAN	LIM ERID 349
Fansmitting Agency LSID	ATI Number Amount Collected/Billed



In a hurry? Self-service kiosks offer quick and easy check-out. Any Retail Associate can show you how.

Save this receipt as evidence of insurance. For information on filing an insurance claim go to https://www.usps.com/help/claims.htm

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Wells Farso Bank Transaction Receipt Bank Check Branch #0000692 10 \$168.00 Total Amount of Checks \$168.00 TOTAL Transaction # 013 0018 11=06AM 05/22/19 Thank you for your business. Enjoy the convenience of schedulins appointments online at wellsfarso_com/appointments Thank you, CHRISTOPHER

MAIL, GIFTS&WINE OF NEWP 4533Macarthur Blv Ste A, Newport Beach,CA 92660 (949)955-9171

SALE

AMOUNT

\$79.00

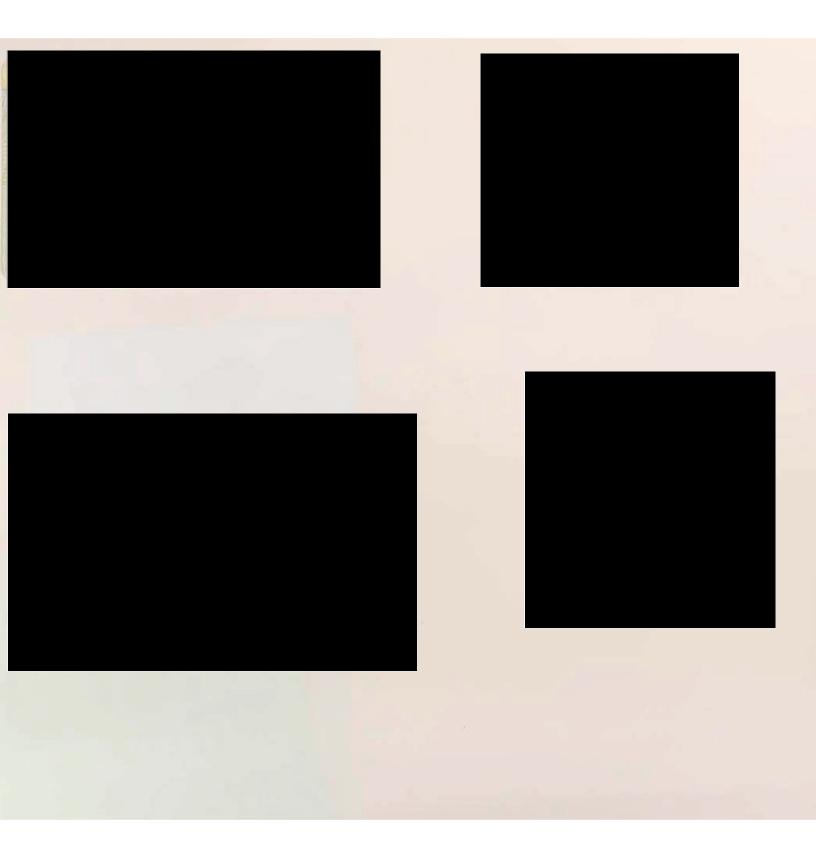
APPROVED

VISA CREDIT
AID: A0000000031010
TVR: 80 80 00 80 00
TSI: 68 00

THANK YOU PLEASE COME AGAIN

CUSTOMER COPY

840-5926-0100-006-00052-22690-02





Mailing Address:

P.O. Box 17478, Irvine, CA 92623-7478 Customer Service: 1-888-205-8118

M-F 6:30am PST to 5:30pm PST

Interested Party: Carlyle

Notice Date:

Confirmation

4.902019

80 8648 26

Name and Address of Insure	d:	Additional Insured(s):						
		KATHERINE MACIAS						
DANIEL FRIED								
220.500 1 (26/799400)		An any anidest must be added to the only in sada to be allowed to be selected.						
		Any new resident must be added to the policy in order to be aligible for coverage. Residents can be added or removed by logging onto http://www.aRanterPlan.com						
Mailing Address:		Policyholder Contact	Information:					
		Telephone #:						
		Email Address:						
Policy Summary:		Insurance Company:						
Policy Number:	04HQ0DCDM	Insurance Company:	American National Property and Casualty Company					
Effective Date:	04/10/2019 12:01 AM STD	187 E	Casualty Company					
Expiration Date:	04/10/2020 12:01 AM STD							
Coverage	Limit	Claims (Toll Free):						
Personal Property Coverage	\$10,000	NAIC#:						
Additional Living Expenses		Agent:						
Personal Liability Coverage	\$100,000	Lic#:						
Medical Payments to Others	\$1,000							
Deductible:	\$250							
Optional Coverages: Water Backup of Sewers	and Drains	period premium instal about the following of 06/25/2019, 07/25/201	d will be debited Monthly for your lments. The debit will occur on or					

Important Information

Insuring Agreement:

Your complete policy will be mailed to you via U.S. Mail within 15 days. The policy is your contract for insurance, not the Insurance Election Form or this Confirmation of Insurance. Please review all information closely for accuracy when received. The information given here is only a summary of coverage to be provided to you by this policy. We will provide insurance described in the policy in return for the premium and your compliance with all provisions of the policy including endorsements.

Your policy will NOT automatically terminate when you move-out. You must inform us of your cancellation in writing to avoid any further premium being billed to you or deducted from your account. You may also cancel your policy on-line at http://www.eRenterPlan.com.

Notice of Cancellation:

Your leasing office or apartment community manager may be noticed of any notice of cancellation or non-renewal of your policy.

Premium Installment Charges:

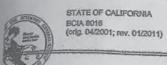
If you have chosen to have your periodic premium installment payments debited from your bank account or credit card, please note that these periodic installments will be charged to your account roughly 7 to 14 days prior to your installment due date. This is for your protection and allows us sufficient time to notify you in writing in the event your account is closed or your credit card is declined by your issuing bank.



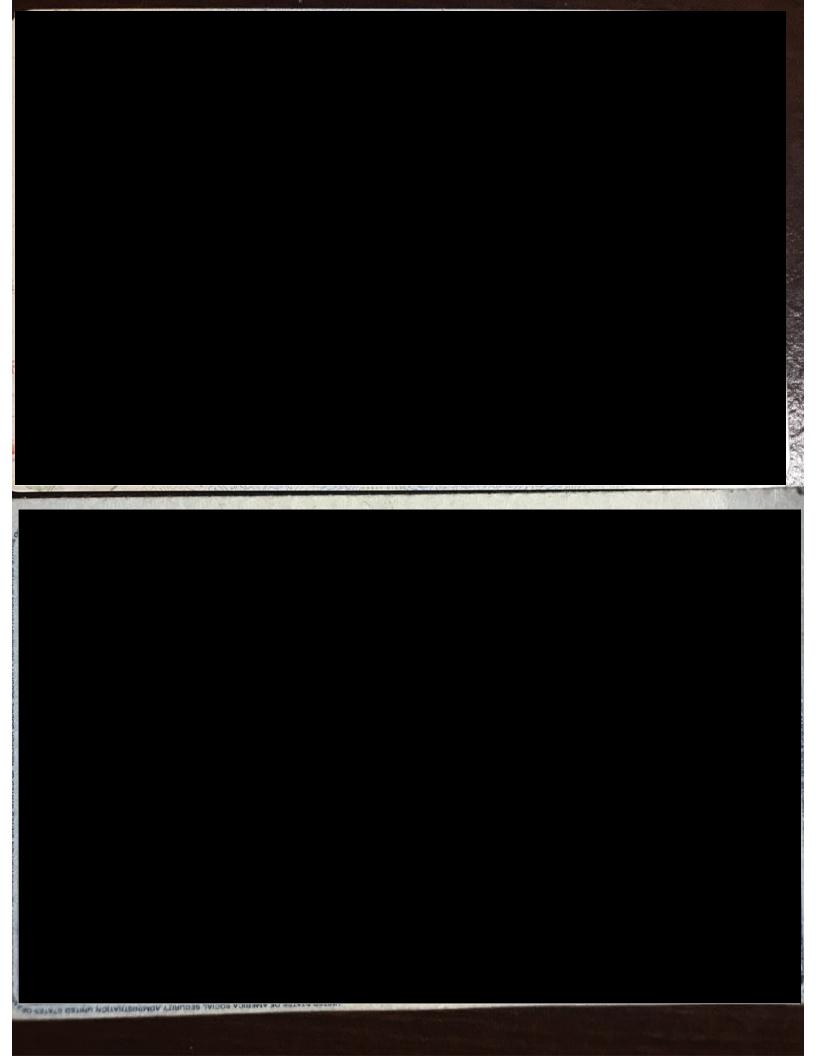
Economic Development Department – City Hall
211 Hillcrest Avenue
Marina, CA 93933
P: 831.384.3715
www.ci.marina.ca.us

			CAN	INABIS BUS	INESS	INFOR	MA	TION				
CANNABIS BUSINE					IN .	THE BUSIN	IESS, A	ARE YOU AN:	: (CHOOSE	ONE)	BAD	GE ID REQUEST
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						_ Owne	:1/ -11	пісіраі 🗆				ID Request
BUSINESS ADDRES		•							STATE BI	JSINESS	S LICENSE	NUMBER (if known)
3343 PAUL DAVIS	S DRIVE, MAI	RINA, CA 9393	33									
				APPLICAN'	TINFO	RMAT	ION					
Social	Socurity Nur	mhor	LAST NAME O	ON SOCIAL SECURIT	Y CARD	FIRST NAI	ME ON	I SOCIAL SECU	IRITY CARD	MIDDL	DDLE NAME ON SOCIAL SECURITY CARD	
Social Security Number			:c+mada		AI							
→ Magistrado						erdinand		-	N/A			
Driver'	s License #/S	State	LAST NAM	IE ON DRIVER'S LICE	:NSE	FIRST	NAME	ON DRIVER'S	LICENSE	MID	DLE NAME	ON DRIVER'S LICENSE
	Magistrado Amado Ferdinand				N	I/A						
SEX		AGE	DATE C	OF BIRTH	RACE	HEIGH	Т	WEIG	GHT	Н	AIR	EYES
X Male ☐ F	emale	35			Asian	5'6		146 lbs	5	вТа	ck	Brown
LIST YOUR CURRENT HOME ADDRESS, CITY, ZIP CODE (<u>NO P.O. BOXES ALLOWED</u>)					<u></u>)			140 10.	J		CEL	L PHONE #
LIST ANY OTHER NAMES YOU HAVE EVER USED (Maiden, Married, Nicknames, etc.) BIRTH COUNTRY/STATE LANGUAGES SPOKEN								JAGES SPOKEN				
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		List a	ll arrests or co	onvictions oth	er than	infracti	ons f	for traffic	violation	<u>s.</u>		
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APPLICATION,					V 11113	AI I LICA	11101	TOK OIL	THE CON	IIVILIK	JIAL CA	INITADIS DOSINESS
ARREST DATE			ARRESTING AGEN	NCY / LOCATION /	COURT N	IAME		REASON FO	OR ARREST	/ VIOLA	TION CO	DE
l l No	one			None					No	one		
		THE OUTCO	ME OF THE CASE:	Were you senten	ced? Did	you have	to pay	/ a fine? Prob	bation? Par	ole? Etc	:.)	
			None									
ARREST DATE	<u> </u>		ARRESTING AGEN	NCY / LOCATION /	COURT N	IAME		REASON FO	OR ARREST	/ VIOLA	TION CO	DE
	None		ı	None					None			
2 DISPOSITION	(WHAT WAS	THE OUTCO	ME OF THE CASE:	Were you senten	ced? Did	you have	to pay	/ a fine? Prob	bation? Par	ole? Etc	:.)	
			None									
				CITY ST	AFF US	E ONL	Υ					
DATE / T	IME	\$ FEE A	MOUNT PAID	RECEI	PT#		(CITY STAFF'S	NAME		CITY	/ DEPARTMENT

	CRIMINAL HISTORY (cont.)									
	ARREST DATE	ARRESTING	GAGENCY / LOCATION / COU	RT NAME	REASON FO	R ARREST	/ VIOLATION CODE			
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	DISPOSITION (WHAT WAS THE OUTCO		E CASE: Were you sentenced	? Did you have to pay	y a fine? Prol	oation? P	arole? Etc.)			
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	NOR ARREST DATE		GAGENCY / LOCATION / COU	RT NAME	REASON FO	R ARREST	/ VIOLATION CODE			
	None		None			None				
5	DISPOSITION (WHAT WAS THE OUTCO	OME OF TH		? Did you have to pay	1		arole? Etc.)			
	None									
PRIOR REGULATED CANNABIS EMPLOYERS										
BUSI	BUSINESS NAME CITY / STA		ГЕ	PHONE	START	DATE	END DATE			
	None		one	None	Non	e				
		None								
STATEMENT OF PERJURY										
I DECLARE UNDER THE PENALTY OF PERJURY, UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE FOREGOING IS TRUE AND CORRECT TO THE BEST OF MY										
KNO	APPLICANT SIGNATURE JOB TITLE (POSITION ON THE APPLICATION) DATE									
			Owner		,					
×							05-28-2019			
	CRIMINA	L BACK	GROUND & CREDIT	HISTORY INV	ESTIGAT	ION R	ELEASE			
То	Whom It May Concern:									
							ne City Manager, or Chief of Police			
		_				-	raph and fingerprints or use the leet the qualifications required to			
			_	_			d by the City Municipal Code and			
Sta	te Law.									
1							artment of Justice and the Federal			
	reau of Investigation, or any other			,	•		-			
1				•			conviction. I further agree to hold amages whatsoever or at all which			
ma	y result from the taking of such	fingerprir	nts or forwarding them to	o the appropriate	law enforc	ement a	agency for a record check and/or			
l	taining access to any other docu ployee Permit.	ımentatio	n which pertains to mee	eting the qualificat	tion for a (Commer	cial Cannabis Business Permit or			
Fur	thermore, I hereby authorize the	City Man	ager or Chief of Police of	the City and/or his	s/her agent	s, emplo	oyee or lawful representative(s) to			
ob	tain and review my consumer cred	dit report a	and/or any other credit re	lated information	pertaining t	o me.				
		_					I. I also understand that falsifying ermination of employment per the			
	rina Ordinan	uns applic	ation may be grounds for	demaror a permit	or is groun	us ioi te	entilitation of employment per the			
API	PLICANT SIGNATURE		APPLICANT NAME (PRINT)			DATE				
	H									
	/Ψ		Amado Ferdinano	d Magistrado		1	05-29-2019			



REQUESTFOR L	IVE SCAN SERVICE
pplicant Submission	
1300	Cannabis Authorized Applicant Type
I (Code assigned by DOJ) LICENSE	Authorized Applicant Type
pe of License/Certification/Permit OR Working Title (Maximum 30 character	rs - if assigned by DOJ, use exact file assigned)
ontributing Agency Information:	
ARINA POLICE DEPARTMENT ency Authorized to Receive Criminal Record Information	00422 Mail Code (five-digit code assigned by DOJ)
1 HILLCREST AVE eet Address or P.O. Box	MARIA ESPARZA Contact Name (mandatory for all school submissions)
ARINA CA 93933 State 2IP Code	(831) 884-1293 Contact Telephone Number
Magis trado	Amado Fordinand AM First Name Middle Initial Suffix
ier Name (A or Alias) Last	First
te of Birth Sex Male Female S'Q 14Q 15S 6/4CIC 5/4CIC ight Weight Eye Color Hair Color Ice of Birth (State or Country) Social Security Number	Driver's License Number Billing Number (Agency Billing Number) Misc. Number
ne tress Street Address or P.O. Box HOW LONG AT RESIDENCE 3 months	City PHONE #
ur Number:OCA Number (Agency Identifying Number)	Level of Service: DOJ FBI
e-submission, list original ATI number: ust provide proof of rejection)	Original ATI Number
ployer (Additional response for agencies specified by statute):
ployer Name	Mail Code (five digit code assigned by DOJ)
eet Address or P.O. Box	
State ZIP Code	Telephone Number (optional)
Scan Transaction Completed By:	5/rylig IND 1101
JS 7	ATI Number Amount Collected/Billed
Ismitting Agency LSID	and the state of t



Account No: | Statement Date:

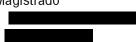
Due Date:

05/23/201

06/13/201

vice For:

ado Magistrado

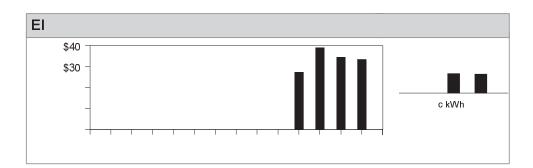


Monday-Friday 7 a.m p. Saturday 8 a.m.-6 p. Phone: 1www.pge.com/MyEnergy

www.pge.com/waystopay

Your Account Summary

Amount Due on Previous Statement \$34.6
Payment(s) Received Since Last Statement -34.6
Previous Unpaid Balance \$0
Current Electric Delivery Charges \$2
Monterey Bay Community Power Electric Generation Charges



Su ba n The summer electric baseline season be an on ay 1. The total electric baseline quantities shown in your nergy statement were calculated using daily summer baseline quantities. Any billing days in the billing period prior t ay 1 were calculated with winter baseline quantities.

PG&E

Account Number:

Due Date:

Total mount Due:

mount Enclosed:

AGI 300 GL NWO

06



Economic Development Department – City Hall
211 Hillcrest Avenue
Marina, CA 93933
P: 831.384.3715
www.ci.marina.ca.us

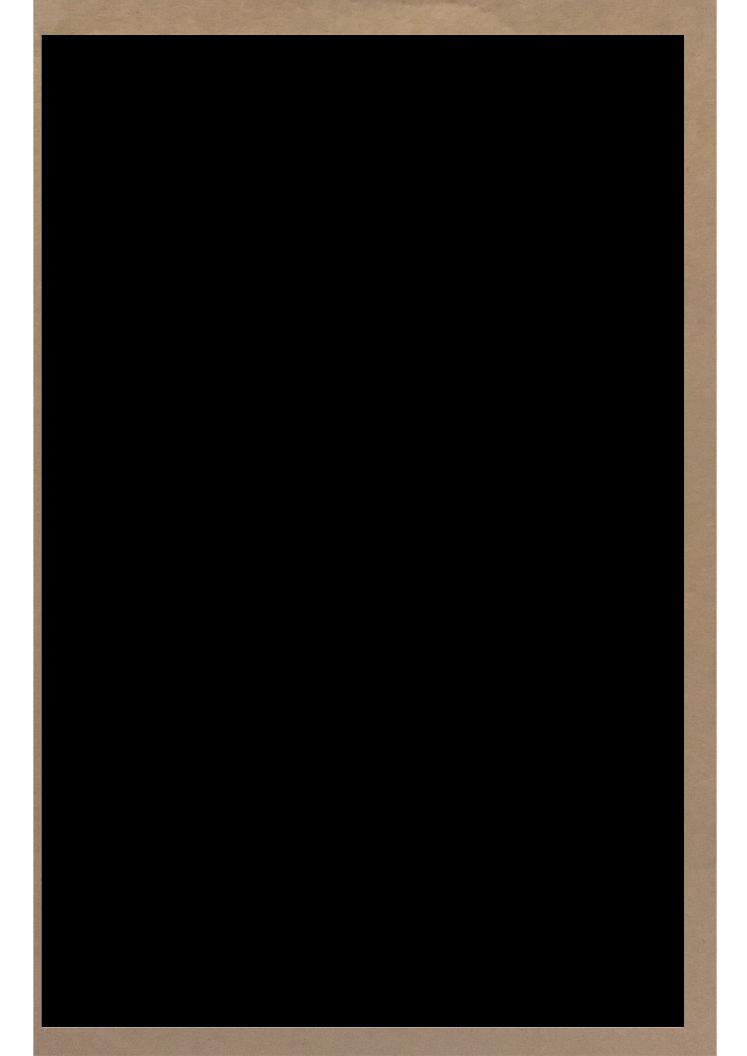
	CAN	NABIS BUSIN	NESS INF	ORM	IATION			
CANNABIS BUSINESS NAME/DBA IN			IN THE B	IN THE BUSINESS, ARE YOU AN: (CHOOSE			ONE) BADGE ID REQUEST	
ELEMENTAL BEACHSIDE INC.			'D.:::	·				
Owner/Principal Employee				ID Request				
BUSINESS ADDRESS, CITY, STATE, ZIP	CODE					STATE BU	ISINESS LICENSI	NUMBER (if known)
3433 PAUL DAVIS DRIVE, MARINA	A, CA 93933							
APPLICANT INFORMATION								
	LAST NAME O	N SOCIAL SECURITY C			ON SOCIAL SECU	RITY CARD	MIDDLE NAME O	N SOCIAL SECURITY CARD
Social Security Number				⊔,	ormony	,		
)'Angelo		П	armony		Zea	
Driver's License #/State	LAST NAM	E ON DRIVER'S LICENS	SE FI	RST NAN	ME ON DRIVER'S I	LICENSE	MIDDLE NAME ON DRIVER'S LICENSE	
311001 0 21001100 11/pout	\Rightarrow	D'Angelo		Harmony			Zea	
SEX AG	DATE O	F BIRTH	RACE HE	IGHT	WEIG	CUT	HAIR	EYES
		OF BINTH		5'4"	13			Green
☐ Male X Female 4	-	DOVES ALLOWED) 4	13	I	Blond	
LIST YOUR CURRENT HOME ADDRESS,	LIST YOUR CURRENT HOME ADDRESS, CITY, ZIP CODE (NO P.O. BOXES ALLOWED) CELL PHONE #							
LIST ANY OTHER NAMES YOU HAVE E	VER USED (Maiden, Marı	ried, Nicknames, etc	c.)		BIRTH COUNTR	RY/STATE	LANG	JAGES SPOKEN
					CA		English	
		CRIMINA	AL HISTO	RY				9
	List all arrests or co				s for traffic	violations	<u>s.</u>	
IF ADDITIONAL SPACE IS NEEDED, ATTACH EXTRA SHEETS TO THIS APPLICATION. PLEASE READ THE APPLICATION CAREFULLY. ANY FALSE OR MISLEADING STATEMENTS, OR OMISSIONS ON THIS APPLICATION OR ON THE COMMERCIAL CANNABIS BUSINESS APPLICATION, SHALL BE GROUNDS FOR DISQUALIFICATION.								
ARREST DATE	ARRESTING AGEN	CY / LOCATION / CO	OURT NAME		REASON FO	OR ARREST /	VIOLATION CO	DE
DISPOSITION (WHAT WAS THE OUTCOME OF THE CASE: Were you sentenced? Did you have to pay a fine? Probation? Parole? Etc.)								
ARREST DATE	ARRESTING AGEN	CY / LOCATION / CO	OURT NAME		REASON FO	OR ARREST /	VIOLATION CC	DE
2 DISPOSITION (WHAT WAS THE C	DISPOSITION (WHAT WAS THE OUTCOME OF THE CASE: Were you sentenced? Did you have to pay a fine? Probation? Parole? Etc.)							
CITY STAFF USE ONLY								
DATE / TIME \$	FEE AMOUNT PAID	RECEIPT	#		CITY STAFF'S	NAME	CIT	Y DEPARTMENT

	CRIMINAL HISTORY (cont.)						
	ARREST DATE	ARRESTING	G AGENCY / LOCATION / COURT NAME REAS		REASON FOI	I FOR ARREST / VIOLATION CODE	
3	DISPOSITION (WHAT WAS THE OUTC	OME OF TH	THE CASE: Were you sentenced? Did you have to pay a fine? Pro			ation? Pa	role? Etc.)
	ARREST DATE	ARRESTING	AGENCY / LOCATION / COURT NAME REASON FOR		R ARREST / VIOLATION CODE		
4	DISPOSITION (WHAT WAS THE OUTC	OME OF THE	E CASE: Were you sentenced?	? Did you have to	pay a fine? Prob	ation? Pa	role? Etc.)
		T					
	ARREST DATE	ARRESTING	AGENCY / LOCATION / COUP	AGENCY / LOCATION / COURT NAME REASON FO		R ARREST / VIOLATION CODE	
5	DISPOSITION (WHAT WAS THE OUTC	OME OF THI	E CASE: Were you sentenced?	? Did you have to	pay a fine? Prob	ation? Pa	role? Etc.)
		PR	IOR REGULATED CA	NNABIS EN	/IPLOYERS		
BUSI	NESS NAME	CITY / STAT	Ē	PHONE	START	DATE	END DATE
		•	STATEMENT	OF PERJUR	Υ		
	LARE UNDER THE PENALTY OF PERJU	RY, UNDER 1	THE LAWS OF THE STATE OF C	CALIFORNIA, THAT	THE FOREGOIN	G IS TRUE	AND CORRECT TO THE BEST OF MY
	APPLICANT SIGNATURE		JOB TITLE (POSITIO	N ON THE APPLIC	ATION)		DATE
x 7	Carlo Manda		Owne	ner/Member 05/30/19		05/30/19	
	CRIMINA	L BACK	GROUND & CREDIT	HISTORY IN	NVESTIGAT	ION R	ELEASE
То	Whom It May Concern:						
I am an applicant/employee of a Commercial Cannabis Business in the City of Marina. I desire and request the City Manager, or Chief of Police of the City of Marina, and/or his/her agents, employee or lawful representative(s) to take my photograph and fingerprints or use the information in this application for the purpose of conducting a criminal background check to verify that I meet the qualifications required to obtain a Commercial Cannabis Business Permit to operate or to be employed with such business as required by the City Municipal Code and State Law.							
I agree to provide any information requested or deemed necessary to provide to the State of California Department of Justice and the Federal Bureau of Investigation, or any other law enforcement agency or third-party consultant authorized by the City Manager or Chief of Police.							
I understand this will serve to disclose any record of arrests to which I have been the subject that resulted in conviction. I further agree to hold the City of Marina its officers, agents, or lawfully delegated representatives, harmless from any action(s) or damages whatsoever or at all which may result from the taking of such fingerprints or forwarding them to the appropriate law enforcement agency for a record check and/or obtaining access to any other documentation which pertains to meeting the qualification for a Commercial Cannabis Business Permit or Employee Permit.							
Furthermore, I hereby authorize the City Manager or Chief of Police of the City and/or his/her agents, employee or lawful representative(s) to obtain and review my consumer credit report and/or any other credit related information pertaining to me.							
By signing this form, I acknowledge and agree to comply with all the conditions and terms of this application. I also understand that falsifying and/or omitting any information on this application may be grounds for denial of a permit or is grounds for termination of employment per the Marina Ordinance.							
API	APPLICANT SIGNATURE APPLICANT NAME (PRINT) DATE					5/00/40	
Harmony D'Angelo 5/30/19				5/30/19			



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pplicant Submission	
(300 RI (Code assigned by DOJ) LICENSE	Authorized Applicant Type
pe of License/Certification/Permit OR Working Title (Maximum 30 characters	-if assigned by DOJ, use exact lite assigned)
ontributing Agency Information:	
ARINA POLICE DEPARTMENT	00422
ency Authorized to Receive Criminal Record Information	Mail Code (five-digit code assigned by DOJ)
1 HILLCREST AVE eet Address or P.O. Box	MARIA ESPARZA Contact Name (mandatory for all school submissions)
ARINA CA 93933	(831) 884-1293
y State ZIP Code	Contact Telephone Number
plicant Information:	Harmony Zea First Name Middle Initial Suffix
ier Name (A or Alias) Last	First
te of Bitth Sex Male Female	Driver's License number
ight Weight Eye Color Hair Color	Number (Agency Billing Number)
ice of Birth (State or Country) Social Security Number	Misc. Number (Other Identification Number)
ne Iress Street Address of P.O. Box HOW LONG AT RESIDENCE	City PHONE # State ZIP Code
ur Number: OCA Number (Agency Identifying Number)	Level of Service: DOJ FBI
e-submission, list original ATI number: ust provide proof of rejection)	Original ATI Number
iployer (Additional response for agencies specified by statute):	
ployer Name	Mail Code (five digit code assigned by DOJ)
pet Address or P.O. Box	
/ State ZIP Code	Telephone Number (optional)
e Scan Transaction Completed By:	
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nsmitting Agency LSID	I. 1430AH320 168 ATT Number Amount Collected/Billed
OCIONAL III	A STATE OF THE STA





Your Social Security Number

Social Security Number

Keep this stub as a record of your number

HARMONY Z DANGELO

Your Social Security Card

Detach the card below and sign it immediately. Carry it in your purse or wallet. Keep the stub at left with your personal records.

Social Security Administration Important Information

Social Security Administration SOCIAL SECURITY ADMINISTRATION 928 EAST BLANCO RD SUITE 155 SALINAS, CA 93901-4462 Date:June 6, 2019

HARMONY ZEA DANGELO

This is a receipt to show that you applied for a Social Security card on June 6, 2019. You shou have your card in about 2 weeks. Any document(s) you have submitted are being returned to you with this receipt.

If you do not receive your Social Security card within 2 weeks, please let us know. You may car write or visit any Social Security office. If you visit an office, please bring this receipt with you. To protect your privacy, we will not disclose a Social Security number over the telephone.

The Social Security Administration is required by law to limit replacement Social Security cards three per year and ten per lifetime. Do not carry your Social Security card with you. Keep it in safe location, not in your wallet.



PACIFIC PROPANE Printed 06-05-2019 at 4:53:00 PM

Customer Summary Report

Report ID = CR01 Page 1 of 1

	DANGELO, ELYSE & HARMONY	ACCOUNT NUMBER .
	HARMONY	





Department of the Treasury Internal Revenue Service Ogden, UT 84201-0030

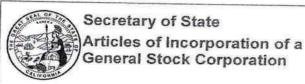
HARMONY DANGELO & JACK WILLIS

OWNERSHIP STRUCTURE AND DOCUMENTS

CORPORATE FORMATION

The Applicant, **ELEMENTAL BEACHSIDE INC.**, is a duly formed California general stock corporation, registered with the California Secretary of State's office in Sacramento. The corporation was formed on April 17, 2019, for the purposes of this application, under which we will conduct our business in Marina if awarded a cannabis business license. If awarded a license to conduct business in the City of Marina, we will register our Fictitious Business Name with the County of Monterey, to do business under our flagship brand name, Elemental Wellness. We refer to our operations as "Elemental Wellness" throughout this application.

We have a team of seasoned professionals that manage and guide each of our business locations. As we expand our brand to cities throughout California, we are setting up regional teams as well to best ensure optimal business practices, compliance with all rules and regulations, and successful operations at each of our cannabis business licensed locations. Our team of professionals is showcased in this section with their business resumes and a brief biography. As we expand and obtain licenses, we will appropriately expand our team of professionals, including, but not limited to, local Managers and staff, legal compliance officers, district Managers, accountants, local contractors, etc. The owners of the applicant entity are described herein. When we hire store Managers and other employees on our team, we will appropriately notify the City and have all required background check and Live Scans completed.



ARTS-GS

Secretary of State
State of California

This Space For Office Use Only

APR 1 7 2019

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

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.

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 ELEMENTAL BEACHSIDE INC.

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
	SAN JOSE	CA	95110
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) JOSEPH	Middle Name	Last Name LOMONACO	Suffix	
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box 77 NORTH ALMADEN AVE APT 128	City (no abbreviations) SAN JOSE	State CA	Zip Code 95110	

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

1,000,000

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

Type or Print Name

JOSEPH LOMONACO

ARTS-GS (REV 04/2017)

2017 California Secretary of State www.sos.ca.gov/business/be



transcript of page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

APR 2 7 2019

Date:

ALEX PADILLA, Secretary of State

State of California Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

ELEMENTAL BEACHSIDE INC.

FILE NUMBER:

C4268237

FORMATION DATE:

04/17/2019

TYPE:

DOMESTIC CORPORATION

JURISDICTION:

CALIFORNIA

STATUS:

ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify:

The records of this office indicate the entity is authorized to exercise all of its powers, rights and privileges in the State of California.

No information is available from this office regarding the financial condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of April 26, 2019.

ALEX PADILLA Secretary of State ELEMENTAL BEACHSIDE INC

Date of this notice: 05-02-2019

Employer Identification Number:

83-4618105

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:

1-800-829-4933

IF YOU WRITE, ATTACH THE STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 83-4618105. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120 04/15/2020

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

BYLAWS OF

ELEMENTAL BEACHSIDE INC.

Offices

1. The principal office of Elemental Beachside Inc. (hereinafter referred to as the "Corporation") shall be located at: , San Jose, CA 95110.

Corporate Address

The Corporation may also have offices at such other places as the Board of Directors (hereinafter sometimes referred to as "Board" or "Directors") shall appoint if the business of the Corporation so requires.

Seal

2. The seal of the Corporation shall bear the name of the Corporation, the year of its creation, and the words "Corporate Seal."

Stockholders' Meetings

- 3. All meetings of the Stockholders shall be held at the principal office of the Corporation in the County for which it is located following its operations for at least 6 months, unless some other place is designated within the limits provided by law.
- 4. A Stockholder may vote in person or by proxy in writing of the Stockholder or by his duly authorized attorney-in-fact, which proxy shall be filed with and verified by the Secretary of the Corporation or the Secretary of the meeting, if the Stockholders entitled to vote at the meeting shall so decide. The proxy shall be dated but need not be sealed, witnessed, or acknowledged. The Board may fix the record date for the determination of Stockholders entitled to vote.
- 5. The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person (or by proxy), shall constitute a quorum at all meetings of the Stockholders for the transaction of business, except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present (or represented) at any meeting of the Stockholders, the Stockholders present in person (or represented by proxy) shall have power to adjourn the meeting, without notice other than announcement at the meeting, until such time as a quorum shall be present (or represented). At such reconvened meeting at which a quorum shall be present (or represented), any business may be transacted which might have been transacted at the meeting as originally noticed.
- 6. Any action required or permitted to be taken at any meeting of Stockholders may be taken without a meeting if: (i) consent in writing setting forth such action is signed by all of the

Stockholders entitled to vote thereon; (ii) any of the Stockholders entitled to notice of a meeting, but not to vote at such meeting, have waived in writing any rights which they may have to dissent from such action; and (iii) such consent and/or waiver are filed with the records of the Corporation.

- 7. Voting upon all questions at all meetings of the Stockholders shall be by shares of stock, and not per capital, unless otherwise provided in the Articles of Incorporation.
- 8. If a quorum is present, the affirmative vote of a majority of the shares of stock (present/represented) at the meeting shall be the act of the Stockholders unless the vote of a greater number of shares of stock is required by law or the Articles of Incorporation.
- 9. The vote for the election of Directors and, upon the demand of any Stockholder, the vote upon any question before the meeting shall be by ballot.

Annual Meeting and Order of Business

- 10. The first annual meeting of the Stockholders shall be held during the third (3rd) month of the corporate fiscal year or calendar year at the office of the Corporation in the County in which it is located unless a different place is designated by the Board of Directors. At the meeting, the Stockholders shall elect, by a plurality vote by ballot, a Board to serve for the ensuing year and until their successors are elected or chosen, unless such Board has been so established pursuant to prior agreement for which formal confirmation may occur at the next occurring Stockholders meeting. Each Stockholder is entitled to one vote for each share of stock registered in his or her name on the twentieth (20th) day preceding the election, exclusive of the day of such election.
- 11. Written notice of the annual meeting shall be mailed to each Stockholder at his address as the same appears on the stock book of the Corporation, Statement of Information, or, if no address is given therein, to the address of such Stockholder last known to the Secretary. Such notice shall be mailed at least ten (10) days prior to the meeting and shall state the place, date, and hour of the meeting.
- 12. At all meetings of Stockholders, any Stockholder present and entitled to vote (in person or by proxy) shall be entitled to require, by written request to the Chairman of the meeting, that the order of business shall be as follows:
 - (a) Organization.
- (b) Proof of notice of meeting or of waivers thereof. (The certificate of the Secretary of the Corporation, or the affidavit of any other person who mailed or published the notice or caused the same to be mailed or published, shall be proof of service of notice.)
- (c) Submission by the Secretary (or his delegate, if any shall have been appointed) of a list of Stockholders entitled to vote, in person or by proxy.

- (d) If an annual meeting or a meeting called for that purpose, the reading of unapproved minutes of preceding meetings and action taken thereon.
 - (e)) Reports.
 - (f) If an annual meeting or a meeting called for that purpose, the election of Directors.
 - (g) Unfinished business.
 - (h) New business.
 - (i) Adjournment.

Special Meetings of Stockholders

- 13. Special meetings of the Stockholders may be called by the CEO at his/her request in writing, or by vote of a majority of the Board of Directors, or may be called by the Secretary upon the written request of the holders of not less than twenty-five percent (25%) of the outstanding voting stock.
- 14. Written notice of a special meeting shall be delivered not less than ten (10) and not more than fifty (50) days before the date of such meeting, exclusive of the day of delivery, unless otherwise required by law. Such notice may be delivered, either personally or by mail, to each Stockholder entitled to vote at such meeting. If notice is delivered by mail, it is to be delivered to the Stockholder's address last known to the Secretary. Such notice shall state the place, date, and hour of such meeting and the general nature of the business to be transacted.

First Meeting of the Board After Election

- 15. After the election or confirmation of the Directors, the elected Board shall meet at such place and time as shall be fixed by the vote of the Stockholders at the annual meeting for the purpose of organization and otherwise, and no notice of such meeting shall be necessary to the newly elected Directors in order to legally constitute the meeting, if a majority of the whole Board is actually present. The place and time of the first meeting of the Board may, however, be fixed by the written consent of all of the Directors.
- 16. If necessary, after the first meeting after the election, the Board may elect a President and, at its discretion, one or more Vice- Presidents.
- 17. The Board has appointed those Officers (*referenced in attached Exhibit I*), which shall be confirmed to the extent necessary by formal election and/or vote who shall hold office at the pleasure of the Board but shall not be appointed for a term longer than one (1) year.

18. All such appointed Officers shall be subject to removal by resolution of the Board at any time, with or without cause, provided that a majority of the whole Board shall vote in favor of such removal.

Regular Meetings of the Board

19. Regular meetings of the Board of Directors shall be held without notice on the same day and subsequent to the annual meeting of Stockholders at the office of the Corporation.

Special Meetings of the Board

20. Special meetings of the Board may be called by the CEO (or elected President) on two (2) days' notice to each Director, such notice to be made either personally or by wire; special meetings may be called in like manner and on like notice on the written request of any Director. With the written consent of a majority of the Directors, a shorter notice may be given.

Quorum at Meetings of the Board

- 21. A majority of the Directors shall be necessary at all times to constitute a quorum for the transaction of any business. If a quorum is present, the affirmative vote of a majority of the Directors shall be deemed the act of the Board unless the vote of a greater number of Directors is required by law, the Articles of Incorporation, or these Bylaws.
- 22. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if a written consent to such action is signed by all members of the Board and such consent is filed with the minutes of the Board.

General Powers of the Board

- 23. The Board shall be charged with the control and management of the affairs, business, and properties of the Corporation. In addition to the powers and authorities expressly conferred herein, the Board may exercise all such powers of the Corporation and perform all such lawful acts as are not by statute, or by these Bylaws, directed or required to be exercised or done by the Stockholders. A Director need not be a Stockholder.
- 24. The Board may adopt such rules and regulations for the conduct of its meetings as it may deem proper so long as such action is not inconsistent with the laws of the State of California, the Articles of Incorporation, or these Bylaws.

Specific Powers of the Board

25. Without prejudice to the general powers conferred by the last preceding clause and the other powers conferred by the Articles of Incorporation and these Bylaws, it is hereby expressly declared that the Board shall have the following powers:

<u>First</u>: To adopt and amend rules and regulations, not inconsistent with these Bylaws, for the management of the Corporation's business and affairs.

<u>Second</u>: To purchase or otherwise acquire for the Corporation any property, rights, or privileges which the Corporation is authorized to acquire, at such price and on such terms and conditions and for such consideration as the Board shall, in its discretion, deem appropriate.

<u>Third</u>: At its discretion, to pay for any property or rights acquired by the Corporation, either wholly or partly in money or in stocks, bonds, debentures, or other securities of the Corporation.

<u>Fourth</u>: To create, make, and issue mortgages, bonds, deeds of trust, trust agreements, and negotiable or transferable instruments and securities, secured by mortgage or otherwise, and to perform every other act necessary to effectuate the same.

<u>Fifth</u>: To appoint and, at its discretion, remove or suspend such subordinate Officers, agents, or servants, permanently or temporarily, as it may deem appropriate, and to determine their duties and specify their salaries or emoluments, and to require security in such instances and in such amounts as the Board deems appropriate.

<u>Sixth</u>: To confer upon any appointed Officer of the Corporation, by resolution, the power to choose, remove, or suspend such subordinate Officers, agents, or servants.

<u>Seventh</u>: To determine who shall be authorized on the Corporation's behalf to sign bills, notes, receipts, acceptances, endorsements, checks, releases, contracts, and documents.

Number and Qualification of Directors

26. If the Corporation has one shareholder, then the number of directors shall be one. If the number of shareholders is two, then the minimum number of directors shall be two and will not exceed three. If there are three or more shareholders of the Corporation, then the minimum number of directors shall be three and the maximum number of directors shall not exceed five. The precise number of directors is to be fixed, within the limits specified herein, by approval of the Board or the Shareholders in the manner provided in the Bylaws. The number of Directors may be increased or decreased by a majority vote of the Stockholders. The Directors, other than the first Board of Directors, shall be elected at the annual meeting of the Stockholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified. The first Board of Directors shall hold office until the first annual meeting of Stockholders.

27. At any special meeting of the Stockholders called in the manner provided for in Paragraphs 13 and 14 of these Bylaws, the Stockholders, by a vote of a majority of all shares of stock outstanding and entitled to vote, may remove, with or without cause, any Director or Directors from office and may elect a successor or successors to fill any resulting vacancies for the remainder of his

or her terms.

Compensation of Directors

28. No Director shall receive any salary or compensation for his services as a Director except as may be approved by the Board.

Officers

29. The Officers of the Corporation (referenced in Exhibit I and attached hereto) have been or shall be confirmed by a majority vote of the Board to the extent necessary. The Officers shall be CEO, Officer for Community Outreach Development, Officer of Compliance and a Chief Operating Officer who also will serve as Chief Financial Officer until such other full-time Chief Financial Officer is elected. The Board may, in accordance with the procedures described in these Bylaws, appoint such other Officers as are necessary to transact the business of the Corporation. The Board may provide that any two (2) or more offices may be held by the same person.

CEO/President

- 30. The Chief Executive Officer (or if elected, the President) of the Corporation and shall preside at all meetings of the Stockholders and Board; shall see that all orders and resolutions of the Board are effectuated; shall execute under the seal of the Corporation all bonds, mortgages, and other contracts requiring a seal; shall keep in safe custody the seal of the Corporation, and, when authorized by the Board, affix that seal to any instrument requiring the same, and the seal when so affixed shall be attested by the signature of the Secretary or Chief Financial Officer.
- 31. The CEO (or if elected, the President) shall have general superintendent and direction of all of the other Officers of the Corporation and shall see that their duties are properly performed.
- 32. The CEO (or if elected, the President) shall submit a report of the operations of the Corporation for the fiscal year to the Directors at their regular meeting, and to the Stockholders at the annual meeting, and from time to time shall report to the members of the Board of Directors all matters within the President's knowledge which the interests of the Corporation may require them to know.
- 33. The CEO (or if elected, the President) shall be ex-officio a member of all standing committees, shall have the general powers and duties of the President of a corporation, and shall perform such other duties as the Board may direct.

Secretary

34. The Secretary shall keep minutes of all meetings of the Stockholders and Board; shall be

ex-officio Secretary of the Board; shall attend all session of the Board, act as clerk thereof, record all votes and the minutes of all proceedings in a book to be kept for that purpose, and perform like duties for standing committees when required; shall give, or cause to be given, notice of all meetings of the Stockholders of the Corporation and of the Board; shall maintain at all times in the principal office of the Corporation at least one (1) copy of the Bylaws with all amendments to date; shall make the Bylaws, the annual statement of the affairs of the Corporation, and any voting trust agreement on file at the office of the Corporation available for inspection by any Officer, Director, or Stockholder during reasonable business hours; and shall perform such other duties as may be prescribed by the Board or the President.

Chief Financial Officer

- 35. The Chief Financial Officer shall have custody of the corporate funds and securities; shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation; and shall deposit all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board.
- 36. The Chief Financial Officer shall disburse the funds of the Corporation as may be ordered by the Board, taking proper voucher for such disbursements, and shall render to the President and the Board, at its regular meetings or when the Board so requires, an account of all transactions conducted as Chief Financial Officer and of the financial condition of the Corporation.
- 37. If required by the Board, the Chief Financial Officer shall give the Corporation a bond for the faithful performance of the duties of that office in such sum and with such surety or sureties as shall be satisfactory to the Board. The Chief Financial Officer shall provide for restoration to the Corporation, in case of death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in his possession or under is control belonging to the Corporation.

Other Officers and Substitutes

38. The Assistant Financial Officer and Assistant Secretaries shall perform such duties as may be assigned to them by the Board or the President. The Board may, at any other time, designate any other person or persons, on behalf of the Corporation, to sign any contracts, deeds, notes, or other instruments in the place or stead of any of the Officers, and may designate any person to fill any one of said offices, temporarily or for any particular purpose; and any instruments so signed in accordance with a resolution of the Board shall be the valid act of this Corporation as fully as if executed by any regular Officer. The Officer for Community Outreach and Compliance Officer shall report to the CEO and perform those functions on behalf of the Corporation as requested and needed.

Resignations

39. Any Director or Officer may resign his office at any time, such resignation to be made in

writing and to take effect from the time the same is received by the Corporation, unless some time is specified in the resignation, and then from that date. The acceptance of a resignation shall not be necessary to make it effective.

<u>Vacancies</u>

- 40. If the office of any Director becomes vacant for any reason (including an increase in the number of Directors), the remaining Directors, although less than a quorum, by a majority vote, may choose a successor or successors who shall hold office for the unexpired term. If the office of CEO, President, Secretary, or Chief Financial Officer or Officer of Compliance becomes vacant for any reason, the Directors by majority vote, may choose a successor or successors who shall hold office for the unexpired term.
- 41. If the entire Board shall become vacant, any Stockholder may call a special meeting pursuant to the procedure contained in paragraphs 13 and 14, and Directors for the unexpired term may be elected at said special meeting in the manner provided for their election at annual meetings.

Compensation of Officers

42. The salaries and other compensation of all Officers and agents of the Corporation shall be as fixed by the Board.

Indemnification of Officers and Directors

43. The Corporation shall indemnify every Director or Officer, his heirs, executors, and administrators, against expenses reasonably incurred by him in connection with any action, suit, or proceedings to which he may be made a party by reason of his being, or having been, a Director or Officer of the Corporation, except in relation to matters as to which he shall be finally adjudged in such action, suit, or proceeding to be liable for gross negligence or misconduct; in the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Corporation is advised by counsel that the person to be indemnified did not commit such a breach of duty. The foregoing right of indemnification shall not be exclusive of other rights to which any other Officer or Director may be entitled.

Dividends

44. Dividends on the capital stock of the Corporation, when earned, shall be declared at the discretion of the Board.

Waiver of Directors' Annual Statement

45. The requirement that the Board present an annual report pursuant to Section 1501 of the California Corporations Code is hereby expressly waived.

Certificate of Stock

46. Certificates of stock shall be signed by two (2) Officers, namely, the President and the Secretary or Assistant Secretary, and shall bear the seal of the Corporation.

Loss of Certificate

47. Any person claiming a certificate of stock to be lost or destroyed shall make an affidavit or affirmation of that fact and advertise the same in such manner as the Board may require, and shall give the Corporation a bond of indemnity in a form and with one (1) or more sureties satisfactory to the Board, in at least double the value of such certificate, whereupon the proper Officer may issue a new certificate of the same tenure with the one alleged to be lost or destroyed, but always subject to the approval of the Board.

Transfer

48. No transfers of stock shall be recognized or binding upon the Corporation until recorded on the books of the Corporation and until surrender and cancellation of the previously issued certificates for a like number of shares.

Form of Certificates and Procedure

49. The Board shall have the power and authority to determine the form of stock certificate (except insofar as prescribed by law), and to make all such rules and regulations as they may deem expedient concerning the issue, transfer, and registration of said certificates, and to appoint one (1) or more transfer agents and/or registrars to countersign and register the same.

Record Dates for Dividends and Stockholders' Meetings

50. The Board may fix a date, not exceeding twenty (20) days preceding (i) the date of any meeting of Stockholders, (ii) any dividend payment date, or (iii) any date for the allotment of rights, during which period the books of the Corporation shall be closed against transfers of stock, and for the determination of the Stockholders entitled to notice of, and to vote at, such meeting, or entitled to receive such dividends or rights, as the case may be. Only Stockholders of record on such date shall be entitled to notice of, and to vote at, such meeting, or to receive such dividends or rights, as the case may be. In the case of a meeting of Stockholders, the record date shall be fixed not less than ten (10) days prior to the date of the meeting.

Notice

51. Whenever notice is required by statute or by these Bylaws to be given to the Stockholders, or the Directors, or any Officer of the Corporation, personal notice is not meant unless expressly stated and any notice so required shall be deemed to be sufficient if given by depositing the same in a post office box, properly stamped, addressed to each Stockholder, Director, or Officer, and

such notice shall be deemed to have been given at the time of such mailing, except where notice is required to be given at the time the same is delivered to the telegraph company.

Waiver

52. Whenever any notice whatsoever is required to be given under the provisions of the statutes or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Voting of Stock in Other Corporations

53. Any stock in other corporations, which may from time to time be held by the Corporation, may be represented and voted at any meeting of Stockholders of such other corporations by the CEO, President or Chief Financial Officer, or by proxy or proxies appointed by the President or Chief Financial Officer, or otherwise pursuant to authorization hereunto given by a resolution of the Board adopted by a vote of the Directors.

Amendments

54. The Board of Directors, by the affirmative vote of a majority of the members, may add to, alter, amend repeal, or suspend these Bylaws at any regular meeting of the Board or at any special meeting of the Board, provided that notice of the proposed alteration or amendment has been given to each Director. Any action of the Board in adding to, altering, amending, repealing, or suspending these Bylaws shall be reported to the Stockholders at the next annual meeting and may be changed or rescinded by majority vote of all of the stock then outstanding and entitled to vote. In no event shall the Board have any power to amend this Paragraph 54.

EXHIBIT I

OFFICERS OF ELEMENTAL BEACHSIDE INC

I. The Directors of the Corporation

Django Evans (Director Product Procurement & Distribution Jonathan Whipple (Director of Quality Assurance) Macy Newell (Secretary & Director of Marketing and Human Resources)

- II. <u>Elemental Beachside Inc Officers and Corresponding Ownership Interests</u>
- 1. Joseph LoMonaco: Chief Executive Officer of Retail 25%
- 2. Daniel Fried: Chief Operating Officer of Retail and acting CFO 25%
- 3. Amado Magistrado: Officer for Community Outreach 25%
- 4. Harmony D'Angelo: Officer of Compliance 25%

Joseph LoMonaco	Daniel Fried
By: Tod Minner	By:
Date/Title: 6-5-19	Date/Title: <u>6-5-19</u>
Amado Magistrado	Harmony D'Angelo
_{By:} <u>Amado Magistrad</u> o	By: 1/1 / rg/ts
Date/Title: 6-5-19	Date/Title:

[Secretary's Certification Signature on the Following Page]

I HEREBY CERTIFY that I am the duly elected, qualified and acting Sec Beachside Inc, a California corporation (the " <i>Corporation</i> "), and that the all Bylaws were adopted as the Bylaws of the Corporation as of May 2, 2019 this Corporation.	bove and foregoing
IN WITNESS WHEREOF, I have executed this Certificate as ofJune	5 , 2019.
By:Macynewell	

ELEMENTAL BEACHSIDE INC. OWNERS AND POSITIONS

The following individuals own a portion of Elemental Beachside Inc. The ownership is evidenced with the bylaws attached herein. Each owner holds a position on the board or as an officer of the corporation. Additional board members and officers are listed below. Each of these owners or controlling directors and officers have completed a live scan in accordance with the requirements of the Marina Police Department, and have included all required forms, signatures, background check information, and personal documentation outlined in the application requirements.

JOSEPH LOMONACO 25%

DANIEL FRIED 25%

AMADO MAGISTRADO 25% [** LOCAL MONTEREY COUNTY RESIDENT**]

HARMONY D'ANGELO 25% [** LOCAL MONTEREY COUNTY RESIDENT AND 14 YEAR MARINA BUSINESS OWNER**]

JOSEPH LOMONACO- CHIEF EXECUTIVE OFFICER OF RETAIL

DANIEL FRIED- CHIEF OPERATING OFFICER OF RETAIL

DJANGO EVANS- DIRECTOR OF PRODUCT PROCUREMENT AND DISTRIBUTION

JONATHAN WHIPPLE- DIRECTOR OF QUALITY ASSURANCE

MACY NEWELL- DIRECTOR OF MARKETING AND HUMAN RESOURCES

AMADO MAGISTRADO- OFFICER OF COMMUNITY OUTREACH

HARMONY D'ANGELO- OFFICER OF COMPLIANCE

ELEMENTAL WELLNESS TEAM RESUMES AND BIOGRAPHIES

JOSEPH LOMONACO – OWNER, CHIEF EXECUTIVE OFFICER

The Management team will be led by Joe LoMonaco, a proven Award-Winning hotelier and hospitality industry professional for 30+ years, migrated his career towards medicinal cannabis in 2017. In July of 2017, Joe assumed the role of CEO of Elemental Wellness Center. Joe has brought his love for the hospitality industry with him to the wellness center. Coupling sound business strategies that looked out for the well-being of Elemental's employees, members and owners, Joe has helped shape the 17,000-sq. ft. Elemental Wellness Center to become the premier collective in the city of San Jose.

Joe has helped direct Elemental's loyal following in San Jose, and has increased member per day transactions from 240 per day to an average 475 per day. Elemental is registered with the City of San Jose and the State of California to legally cultivate, manufacture, and dispense medicinal and recreational cannabis in a very tightly regulated environment.

Interested in nutrition and health, Joe enjoys the outdoors and hikes the California landscape as often as possible. Graduating from Princeton University, he Majored in Economics and Management with a Minor in Industrial Relations. Joe travels whenever the opportunities present themselves. A passion in culinary arts as well as in wine, Joe has made his home in Northern California and enjoys the benefits of the greater San Francisco Bay Area which encompasses all his hobbies, interests and career choices.

General Description of Mr. LoMonaco's role at Elemental Wellness:

As CEO/General Manager, Joe plays a pivotal role in overseeing daily operations at the retail store, as well as providing support to the Founder Chairman. To be effective in this fast-paced retail environment, he is constantly improving his organizational skills, attention to detail, and developing an innate commitment to excellence.

Retail/Cultivation:

- Sets direction and team expectations for the Retail/Cultivation Operations teams.
 Coordinates and communicates operational, retail, merchandise and Cultivation functions.
- Develops and executes plans to maximize capacity and sales at peak times, and delivers a seamless experience by providing fast and efficient guest circulation throughout all retail spaces and Grow Locations.
- Executes plan to drive labor productivity while delivering best-in-class customer service and Grow operations.
- Responsible for monitoring inventory levels to keep "out-of-stocks" to minimum. He Manages over 72 retail operations and Cultivation employees.

Oversees staff selection and training, and is constantly instilling best cannabis industry
practices into the daily functionality of the operations.

Financial:

- Directly responsible for retail sales annually (\$15M plus)
- Develops programs to meet sales and income goals and reports on key metrics (sales, productivity, etc.) that drive the business.
- Use BDS Analytics/data to make sound business decisions and Leverages these metrics to maintain pricing, margins, labor costs and related expenses to meet profitability objectives.
- Responsible for financial and business planning components, including sales and expense planning; part-time labor planning; and monitoring progress against planned targets.

Store Manager-on-Duty (MOD):

- Deliver a high level of consumer engagement and meet sales goals while maintaining and elevating brand reputation.
- MOD is responsible for overall satisfaction, safety and security of all customers and employees.
- MOD is also responsible for ensuring adequate staffing to meet the needs of the business;
 this includes adjusting schedules to ensure appropriate coverage within budget and monitoring employee performance.
- MOD monitors guest volume and flow throughout the facility and ensures a maximized guest experience; this includes making critical decisions about line management; parking lot operations; and redeployment of staff to manage business peaks and valleys.
- MOD monitors employees to ensure excellent customer service.

CV Joseph LoMonaco

Address: 77 North AlmadenAve, Suite 128, San Jose, CA 95110

Phone: 573-645-2952 E-mail: joeylo5@aol.com

Award winning business operator, turnaround strategist, and line level to upper management team builder. Recruited by top management of major hotels as well as Cannabis brands to revitalize and manage struggling properties. Hands on team builder, leader, and motivator known for setting benchmarks for top end accommodations, world class guest service and retail operations. Strongly qualified in multi-unit operations, vendor relations, staff recruitment & training, management and career development.

[2017 - Present] Chief Executive Officer

Elemental Wellness Resources

- Overseeing all levels of Operation to a vertically integrated multi-site Cannabis operation.
- Developing and sustaining a high performing, innovative culture focused on creating value for customers and shareholders, while operating according to Elemental Wellness' core values.
- Staying abreast of competitor positions, customer needs, and industry trends to inform the strategic direction of the business and products brought to market.
- Leading strategic annual planning sessions, produce operating plans, budgets and capital allocation requests for approval by ownership.
- Driving the execution of strategic business plans.
- Evaluating opportunities in research and development for any of the vertically integrated cannabis operations.
- Assessing, monitoring and evaluating key drivers of our corporate values as well as financial performance of the Company.
- Maximizing the financial profitability and minimizing the working capital requirements of the company, ensuring that the cost structure and capital structure are appropriate and in line with ownership expectations.
- Ensuring the development of a high performing talent pool capable of meeting all short, medium and long-term requirements of a vertically integrated, growth-oriented cannabis corporation.

[2010-2017] Regional Vice President

Marriott/FHG Hotels Group

- Oversaw multiple hotel operations in Illinois and Oklahoma City:
- Peoria Marriott Pere Marquette Hotel (152 associates)
 Revenues Exceed \$30 Million Courtyard by Marriott Peoria (28 Associates)
 Revenues Exceed \$16 Million
- Fairfield Inn and Suites (14 associates) revenues exceed \$9 Million
- Renaissance OKC Hotel and the City's Convention Center (300+ associates) Revenues
 Exceed \$175 Million Courtyard OKC (54 associates) Revenues exceed \$48 Million
- Residence Inn OKC Downtown/Brickwork (45 associates) Revenues exceed \$32 Million

[1990-2010] Managing Dir Multiple Properties

Hilton/JQH Hotels

- Oversaw Multiple Hotel Operations in Multiple States: Hilton Short Hills 1990 1993
- Hilton Newark Airport 1993 1994
- The Hilton Chicago/Hilton Garden Inn 1994 2002
- Embassy Suites Hotel Des Monies
- Iowa/Hilton Des Moines 2002 –2006
- Embassy Suites East Peoria/Hilton Springfield, IL 2006 2010



Division of Cannabis Regulation www.sjpd.org/cop/dcr (408) 537-1420

NOTICE OF COMPLETED REGISTRATION MEDICAL & NON-MEDICAL CANNABIS

This Notice of Completed Registration is issued by the City of San José to:

EWC RESOURCES, INC.
DBA "ELEMENTAL WELLNESS CENTER"

Effective Date: DECEMBER 15, 2018

985 TIMOTHY DR., SAN JOSE, CA 95133

Expiration Date: DECEMBER 14, 2019

This serves as acknowledgement by the City of San José that the cannabis business is registered for the following specified cannabis activities pursuant to the requirements of Chapter 6.88 of Title 6 of the San José Municipal Code:

* Retail

Delivery

* Distribution

* Cultivation

* Manufacturing:

* Mechanical Extraction

Packaging

Leland Wilcox, Chief of Staff Office of the City Manager



Bureau of Cannabis Control (833) 768-5880

Adult-Use and Medicinal - Microbusiness Temporary License

LICENSE NO: C12-18-0000188-TEMP

EWC RESOURCES, INC.

PREMISE:

985 TIMOTHY DR

SAN JOSE, CA 95133-1043

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VALID: 12/28/2018

EXPIRES:

7/26/2019

STATE OF CALIFORNIA DEPARTMENT OF PUBLIC HEALTH MANUFACTURED CANNABIS SAFETY BRANCH

TEMPORARY MANUFACTURING LICENSE ADULT AND MEDICINAL CANNABIS PRODUCTS

LICENSEE:

EWC Resources, Inc.

DBA Elemental Wellness Center

985 Timothy Dr.

San Jose, CA 95133

LICENSE NUMBER: CDPH-T00002327

LICENSE TYPE: Type 6: Non Volatile Solvent Extraction

LICENSED PREMISES:

1566 S. 7th St.

San Jose, CA 95112

EXPIRATION DATE: 04/27/2019

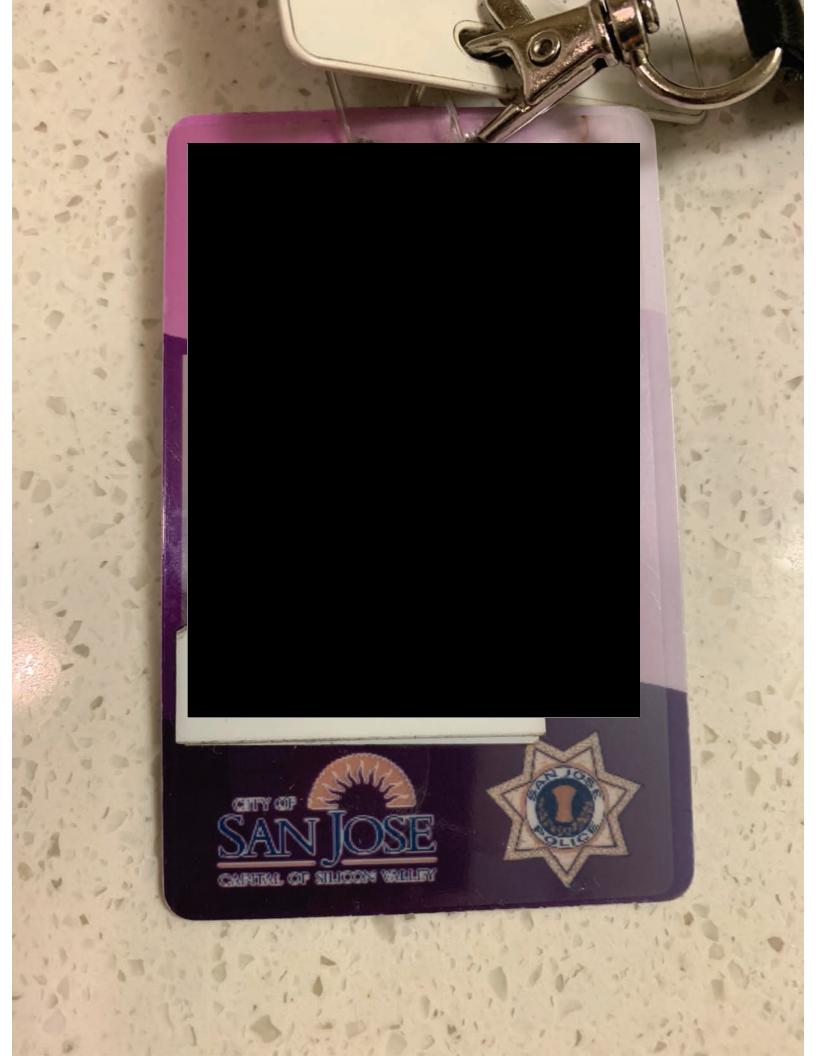
authority. This license is not transferable to any other person or premises permitted under the privileges of the annual license for which the applicant may submit an application to the licensing This license is a conditional license and authorizes the holder thereof to engage in commercial cannabis activity as would be



California Department of Public Health P.O. Box 997377, MS 7606 Sacramento, CA 95899-7377

Warmaan

Asif A. Maan Ph.D.
Chief, Manufactured Cannabis Safety Branch



DANIEL FRIED QUALIFICATION -- OWNER AND CHIEF OPERATING OFFICER

Daniel Fried has always been interested in studying natural and holistic medicine especially as it pertains to medical cannabis. In order to pursue a serious career in the medical cannabis industry, he relocated from the East Coast in 2010 to join the team at the world renowned *Harborside Health Center* as Ombuds Retail Operations Manager, where he stayed as a Manager for 7 years, until 2017.

In his seven years at Harborside, Daniel sharpened his management skills and instituted some unique patient programs to provide more efficient and timely delivery of client services and sales.

He then moved on to open the first brick & mortar cannabis Retail Store in San Luis Obispo County. As the General Manager of **805 Beach Breaks** in San Luis Obispo County, Daniel was deeply involved throughout the permit application, buildout, inspection and opening of the facility. He created and trained all staff on the company's Standard Operating Procedures, and coordinated with local and state authorities on compliance and operational management. Daniel also spearheaded **805 Beach Breaks** being the first cannabis storefront to utilize interactive displays that provide education on products and act as a self-service kiosk.

Daniel is currently a member of ASA (Americans for Safe Access) and CANORML (National Organization for the Reform of Marijuana Laws) and a previous member of SSDP (Students for Sensible Drug Policy). He is actively part of the cannabis community and can be found at an array of cannabis business summits & expos.

As an aspiring philanthropist, Daniel has led community outreach programs such as Second Harvest Food Bank, One Warm Coat Drive and Toys for Tots. He also organizes educational seminars for seniors, veterans and cancer patients to ensure proper consumption methods. His continued career mission is to further provide the best means possible to serve and educate both patients and the community by utilizing his passion and expertise in an exciting and promising new business venue in the City of Marina.











Share

Share

News » Cannabis Corner

May 17, 2018

Welcoming weed: 805 Beach Breaks prepares to open in Grover Beach

BY CHRIS MCGUINNESS

As construction equipment rumbles loudly outside, the ambiance inside the lobby of 805 Beach Breaks in Grover Beach is serene. Manager Daniel Fried points out the beachy accoutrements hanging on walls: weathered pieces of wood from the old Pismo Beach pier sit artfully on one wall, a surfboard hangs on another.

This is the first thing that customers will see when they walk into Beach Breaks, which, after it officially opens its doors on May 19, will be the first brick-and-mortar medical cannabis dispensary in Grover Beach, and the first dispensary to operate in SLO County in more than a decade.



MOD SHOP 805 Beach Breaks Manager Daniel Fried demos the RFID screens that will tell customers about the product they are scanning. The high tech cannabis retailer will be the first dispensary to open its doors in Grover Beach on May 19.

"We wanted to go with a high-end boutique storefront where people are going to be able to come in and have a great experience," Fried said.

Once customers present their identification and medical marijuana card in the lobby,







MORE BY CHRIS MCGUINNESS



Appeals court upholds libel verdict against CalCoastNews

Jan 31, 2019

Oceano neighborhood 'in shock' over

New Technology Disrupts the Retail Cannabis Industry

The Peak Beyond's interactive smart displays educate and guide buyers at Southern California's new "smart" dispensary.

Grover Beach, CA. April 18th, 2018 - The Peak Beyond, a retail technology company, recently broke ground in the cannabis industry, outfitting a newly opened dispensary with 10 of their interactive smart displays.

When a shopper at 805 Beach Breaks, a Grover Beach dispensary launching May 5th, places a package of edibles or a jar of flower on a Peak Beyond smart display, the large format touch-screen immediately animates, bringing the product's story to life and educating the customer with THC and CBD content, anticipated effects, and background on the growers or manufacturers.

The Peak Beyond's technology frees customers from long lines, allowing them to roam the store and handle products. The smart display responds to the shopper's actions, providing real-time, in-depth product information about any item sold at the dispensary.

This smart-store revolutionizes the cannabis shopping experience, sparking what could become a major retail technology trend. "I designed my entire store around The Peak Beyond displays because the concept is smart, novel, and intuitive," said Daniel Fried, general manager of 805 Beach Breaks. "I know this technology is the future of retail."

"The cannabis industry has shown itself to be a source of innovation, and The Peak Beyond is bringing pioneering technology to everyday shopping." said Jeff LaPenna, CEO of The Peak Beyond. "We are changing the way consumers interact with products, thereby changing the nature of shopping. The cannabis industry is a perfect proving ground for our technology, and this approach to retail could provide value to a host of industries."

HARMONY D'ANGELO - OWNER AND OFFICER OF COMPLIANCE

Harmony D'Angelo is a local Monterey County resident, a Marina business owner, and an integral part of the Elemental Wellness team at 3343 Paul Davis Drive. She brings her depth of knowledge and experience running a Marina based horticulture business to the Elemental Wellness team. Her knowledge of the local market, connections to neighboring business owners, city representatives, and community involvement, are all imperative assets that will ensure a smooth and beneficial transition of Elemental Wellness into the minds and hearts of the Marina family.

Harmony D'Angelo and her husband have owned and operated the Monterey Bay Horticulture Supply store in Marina for 14 years. Being born and raised in Big Sur in the 80's and 90's, her interest in cannabis and learning about its many uses started early. At the age of 15 she purchased Jack Herer's first edition of the Emperor Wears No Clothes, and had her first personal experience with CAMP, Campaign Against Marijuana Planting. These factors were enough to show her the negative influence of Prohibition on the local community. Harmony began attending hemp rallies and events that promoted the positive influences of ending the war on cannabis. She started cultivating with friends to better understand the many stages of propagating, processing and curing. After a few years, she began tending plants of her own.

While working part-time as a massage therapist, she attended Community College where she earned an Associate's degree with the intention of becoming a pre-med student. It was during that time when she began refocusing her studies on plant medicine. One particular lecture she attended was by a doctor who spent his spare time as an International Agriculture consultant. He was passionate about the link between human disease, soil nutrition, WWII farming practices and the greater paradigm shifts that needed to take place related to mainstream farming practices. She realized the greater need to share some of the fundamental knowledge that she had gained, to try and influence some of the people who were unknowingly destroying the environment with some of these harmful practices. After a sequence of events, her and two other partners began running a small farm & garden supply store.

Monterey Bay Horticulture Supply was founded in Marina in 2005 and began promoting the art and science of growing plants. Harmony's experience with Cannabis over the past 25 years has ranged from full season sun grown seed starts, to light deprivation of designer cuttings and offseason indoor growing. She believes in the direct correlation between balanced soil nutrition that produces healthy plants and a healthier future for the planet. While prop 215 was well under way, the stigma and discrimination that followed Cannabis users and growers was still strong. Decades of prohibition against the plant had left a gap in the availability of information on how to grow your own, and MBH Supply became the local hub for those seeking this knowledge. Over the years, Harmony has participated in a number of local projects ranging from school gardens, to Oak tree rehabilitation, and has sponsored youth soccer teams and the Marina Police Activities League.

When proposition 64 passed, regulating the Medicinal and Adult use of Cannabis, Monterey County banned outdoor cultivation. For the first time in over 10 years, her family business took

a huge hit as sales dropped by over 50 percent. Struggling to make ends meet, Harmony and a handful of like-minded individuals founded The Big Sur Farmers Association, a volunteer based Mutual Benefit Non-Profit advocating for more inclusive local cannabis policies and pathways to compliance.

Monterey Bay Horticulture Supply store is the first Hydroponics and Organics specialty grow store in the area, with one of the largest inventories. Harmony has many responsibilities as a partner running the store. She has been the Assistant Manager overseeing Special Orders, Drop Shipping, Payroll and Accounting for approximately 10 years. She is dedicated to a personal, one on one customer service and consulting approach, getting to know each client and their particular needs. She handles point of sale system management, updating the inventory database, running reports and overall business regulatory compliance. She is intimately familiar with the challenges that come along with running a retail operation, such as staffing, inventory, quality control, and customer service. She currently handles the roll out of over 8000 items in the store's inventory, with additional products added frequently. She understands the market and the competition cannabis businesses face with gaining a hold of their niche market, contracting with product suppliers, price control, and distribution.

AMADO MAGISTRADO - OWNER AND OFFICER OF COMMUNITY OUTREACH

Amado is born and raised in the Philippines, from which he moved to Los Angeles in 2002. He has since lived in Salinas, and is a current resident of Monterey County. He visited the area in and around Marina for several years, and liked it so much he decided to move to Monterey County. Amado is a local chef that enjoys the creativity and flexibility to express himself creating food permits him, and he has worked with many different restaurants throughout his career. As an immigrant, Amado appreciates the importance of creating community connections and how helpful it is when people come together for a cause. This is why he is excited to join the Elemental Wellness team to head up the community outreach team. He has volunteered for local causes and helped organize local events, such as the Pasadena Humane Society for over six years. He will utilize his love for cooking, event planning, and social wellness to bring together the Marina community for a plethora of causes, all based around coming together, helping others, and creating a place where all beings belong.

CV Amado Magistrado

Experience:

Line Cook – Alta Bakery and Cafe Apr. 2019 to Present (Less than 1 year) 502 Munras Ave, Monterey, CA 93940, USA Role & Tasks

Opens the bake shop, bake all morning pastries, setup line for breakfast, prep and inventory

Lead Line Cook – Cultura Comida y Bebida
Mar. 2019 to Present (Less than 1 year)
Dolores Street, between 5th and 6th, Carmel-By-The-Sea, CA 93923, USA
Role & Tasks

PM supervisor, setup pm shift, training staff, quality control, closing set up, inventory, closing shift reports

Sushi Chef – Roy's at Pebble Beach Apr. 2017 to Present (2 years and 1 month) 2700 17 Mile Dr, Pebble Beach, CA 93953, United States Role & Tasks

Handles the sushi bar area, set up for dinner service, breaking down fish, prep garnishes, sauces, cook sushi rice, closing setup and inventory

Lead Line Cook – Green Zone Jun. 2011 to Feb. 2017 (5 years and 8 months) 34 S Raymond Ave, Pasadena, CA 91105, United States Role & Tasks Lead line, Sauté, Grill, Frying, opening line setup, closing setup, inventory, menu planning, cleaning, execute the menu in a timely and precise manner. Lead kitchen trainer, Mult-itasker

Kitchen Line – SUGARFISH by sushi nozawa Nov. 2013 to May. 2015 (1 year and 6 months) 212 N Canon Dr, Beverly Hills, CA 90210, United States Role & Tasks

Quality control, opening and closing setup, prep seafood for service, prep sauces, inventory

Kitchen Manager – Japon Bistro May. 2009 to Jun. 2011 (2 years and 1 month) 927 E Colorado Blvd, Pasadena, CA 91106, United States Role & Tasks

Opening set up, inventory, quality control, making sure the kitchen is up to standards. Menu planning, oversea catering events. Training & Mentoring kitchen staff. Staff schedule planning.

Education:

Music and Film Recording – Citrus College
Feb. 2005 to Jan. 2006
Music and Film Recording Degree
1000 West Foothill Boulevard, Glendora, CA, United States
Description
Music and film recording, Foley, film music and sound effects background, editing.

Skills:

On-site Special Events, Ordering / Receiving, Pasta Cooking, Dressings, Enforcement Of Safety / Sanitation Standards, Portioning, Expediting, Saute, Scheduling, Servesafe Certified, Food Handlers Certificate, Staff education / motivation, Frying, Sushi Making, General knife handling, Ticket Management, Up to 100 covers a night, Grilling, Up to 200 covers a night, Inventory, Kitchen Cleaning/Sanitation, Up to 50 covers a night, Kitchen management, Wok Skills, Menu development.

Volunteer:

Volunteer of the Year 2011/2012, Dog Behavior evaluator, dog walker, kennel socialization – Pasadena Humane society (Volunteer)

Feb. 2008 to May. 2014

Description

Evaluating dogs behavior, taking the dogs for a walk in the park for exercise and brain stimulation, socialize the pets and organize play date to enhance their adoption rate. General public education

DJANGO EVANS - DIRECTOR OF PRODUCT PROCUREMENT AND DISTRIBUTION

Django Evans is a Newport Beach native with extensive knowledge and experienced in the cannabis industry. Django attended Newport Harbor High School and then earned his B.S. degree in Kinesiology with a Minor in Business from CSU Monterey. While working with athletes and elderly patients in physical therapy settings he saw firsthand the benefits that medical cannabis had on pain management and the reduction on opiate dependence. Inspired by what he saw, he and a partner formed Green Life Equities in 2015. Green Life Equities is a real estate group specializing in locating, negotiating with, and managing compliant retail space in the cannabis industry.

Django has become very active in the cannabis community acting as CEO of Body CBD and a liaison for the California compliant cannabis distributor Viola California. In addition to his corporate responsibilities, Django is an active member of Americans for Safe Access (ASA) and CANORML, attending meetings and tradeshows as a property compliance expert. Django will use his extensive knowledge of state and local regulations to ensure that the company goes above and beyond to operate a compliant cannabis retail operation.

Django brings his extensive knowledge of cannabis sourcing, distribution, and market knowledge to Elemental Wellness acting as the Director of Distribution and Product Procurement. Django will use his high-level relationships, knowledge of market trends, and business acumen to ensure that the highest quality cannabis products stock the Elemental Wellness shelves. While the store will procure its own unique branded products through existing partnerships, Elemental Wellness will lean on Django's product procurement and distribution experience to source additional high quality, tested products for sale in its retail store.

About Viola California

Viola produces a wide range of cannabis products to fit consumers' individual palates and needs. From cultivating premium flower to processing butane extracts, they manage every aspect of their production process, applying the latest and most proven technologies to ensure the consistency and quality of their products. Through years of experience, they have developed a set of proprietary procedures for cultivation, extraction and production processes. And it is this approach that sets them apart as an elite producer of consistent and high-quality cannabis products. Viola is a National Company operating in 5 states.

Django's role with Viola California

Prior to Viola, Django ran a 40-person management team responsible for operating 15+ prop 215 compliant dispensaries. He oversees daily distribution of compliant products to retail dispensaries throughout California. He manages quality control checks for all products, and manages key retail accounts Viola is strategically partnered with throughout the state of California. Django oversees/manages all cultivation, manufacturing, and processing partners in the state of California, and works hand in hand with Viola's compliance officers to make sure packaging, products, and analytics meet state of California regulations.

CV Django Evans

Viola California Head of Procurement Aug 2018 – Present

Viola produces a wide range of cannabis products to fit your individual palate and needs. From cultivating premium flower to processing butane extracts, we manage every aspect of our production process, applying the latest and most proven technologies to ensure the consistency and quality of our products. Through years of experience, we have developed a set of proprietary procedures for every stage of our cultivation, extraction and production process. And it is this approach that sets us apart as an elite producer of consistent and high-quality cannabis products.

- Prior to Viola Django ran a 40-person management team responsible for operating 15+ prop 215 compliant dispensaries.
- Viola is National Company operating in 5 states
- Django oversees daily operations of distribution of compliant products to retail dispensaries throughout California
- In charge of Quality control for all products
- Manages key retail accounts viola is strategically partnered with throughout the state
- Oversees/manages all cultivation, manufacturing, and processing partners in the state of Ca
- Works hand in hand with Viola's compliance officers to make sure packaging, products, and analytics are up to par per the state of Ca regulations.

Body CBD Co-Founder Aug 2018 – Present Greater Los Angeles Area

Body CBD's mission is to provide its customers with the highest quality cannabidol from a 100% USDA organic, NON-GMO, pesticide free, CBD farm in CO. Our farm is at the forefront of CBD technology and has formulated a product that has 0% THC (does not get you high). We are proud that our products are grown and manufactured in the U.S. and made from the highest quality pharmaceutical grade CBD hemp oil and CBD products. Our CBD products have been coupled with other natural ingredients to form a synergistic all natural product that is good for your overall health. Body CBD is produced under the strictest quality control standards in the industry, using state of the art equipment and lab facilities.

Private Assets LLC Principal May 2015 – Present Los Angeles CA

Private Assets LLC is a private money source for all of your alternative real estate financing needs. We specialize in acquisition, refinance, ground up construction, and other creative financing solutions. We can also bring equity partners to certain opportunities.

Green Life Equities LLC Principal May 2015 – Present Los Angeles Ca

Green Life Equities LLC has over a decade of experience in the medical marijuana industry in California. Our experience ranges from locating, managing and operating proposition D compliant retail dispensary and cultivation locations throughout California, acquiring real estate and leasing back to operators, to branding and bringing new innovative products to the marketplace.



Bureau of Cannabis Control (833) 768-5880

Adult-Use and Medicinal - Distributor Temporary License

LICENSE NO: C11-18-0000131-TEMP

LEGAL BUSINESS NAME: LC

PREMISE: 3121 EVERGREEN AVE, SUITE 100 W SACRAMENTO, CA 95691-2982

> VALID: 10/9/2018

EXPIRES: 8/5/2019

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

JONATHAN WHIPPLE - DIRECTOR OF QUALITY ASSURANCE

John "Jack" Whipple brings expertise in the cannabis business to the operations of every facet. John is considered a "master grower" in the cannabis industry having above industry average results in his cannabis projects. John has extensive experience working with all matters of extraction, distribution, compliance, and general business practices in the cannabis industry through his start in one of the country's first legal recreational states, Colorado. Jack is excited to work with the team in Southern California.

We currently have 336 flowering lights turned on at our licensed recreational cultivation facility, HD Biotech. All of our flower is passing CAT3 testing and is currently being sold to some of the leading brands in the California market. Viola, Canndescent, Kushagram, Korova, and LA Kush. We have a demand of 200+ pounds a month that is not able to be fulfilled.

Our facility is designed to control the exact temperature and humidity of every room at all times, it has high powered greenhouse fans to move air vertically and horizontally allowing for a homogenous environment throughout each room, ionizers to clean the air to a hospital quality standard, and finished with special anti-microbial sealants that are non-porous and easy to clean. All of our water will be cleaned with a reverse osmosis system, injected with oxygen, treated for algae growth, temperature and pH controlled, injected with nutrients that are being tested live at all times for concentration levels (EC), and delivered to each room where pressure regulated drip emitters will feed every plant exactly the same amount of water. Our success lies in the combination of technology to control this level of detail, paired with an experienced team, and a full set of standard operating procedures that have been tried and implemented in multiple gardens.

Business Practices

We have a passionate team that is driven by hard work and strong values. We combine our passion for the plant with our understanding of chemistry, biology, and science to create a premium connoisseur grade flower. Our love for the plant and fun working environment are reflected in our finished product.

Triple A (Connoisseur) cannabis is created by controlling every detail of the environment which the plant lives in, controlling the chemistry of the water and nutrients in which the plant are fed, having efficient standard operating procedures and experienced gardeners, and having expert knowledge of the pesticides that have been approved by the department of agriculture and the EPA. We have created a consistent process that will produce clean flowers that will always pass CAT 3 testing. All of our plants are flushed with organic teas and enzymes to create the cleanest smoke possible.

Community Involvement

Jack has been involved in the communities that he lives for a long-time including working in Colorado with groups such as Premier Youth Leadership Seminars, Salt Lake City Marathon for charity, and as a Boulder County Mentor for children in trouble with local authorities. Jack is looking forward to moving from Adelanto to Marina County where he will be able to find adequate community outreach opportunities.

Jack Whipple

ENTREPRENEUR/VISIONARY LEADER

Passionate entrepreneur who dreams big and believes in pushing the limits. Forward thinking leader who can effectively organize teams and networks to accomplish big projects. Creative problem solver that understands the art of flexibility when striving towards goals. Progressive innovator who values clear communication and creating positive/fun work environments.

SKILLS SUMMARY

- ♦ Passionate
- Exceptional Leadership
- Precise Communication
- · Relationship Building
- ♦ Detailed Organization
- · Strong Creativity
- · Self Motivated
- Team Oriented
- ♦ Forward Thinking

PROFESSIONAL EXPERIENCE

HD Biotech - COO, Adelanto, CA

2018 - present

HD Biotech was a failing cannabis company that I was asked to remodel and bring up to speed. After a 4 month long remodel our team took a grow that was losing money and turned it into a profitable business. I have written all standard operating procedures for the company, curated the genetics menu, and designed the entire remodel.

- 25,000 sqft, 10,000 plants
- Passing all CAT 3 tests
- · Partnered with leading brands in California recreational market

Kind Enterprises - Co-Founder and COO, Boulder, CO

2015 - 2017

Kind Enterprises is a cannabis cultivation company, which is licensed to sell to recreational dispensaries in Colorado. I have coordinated building this company from the ground up. My responsibilities as Chief Operating Officer are to create and administer standard operating procedures for the gardening, harvesting, and sales teams.

- More than doubled in size during first 12 months of operations due to staggering demand
- · Leading "connoisseur" brand in Colorado's recreational wholesale market
- · Cultivating 3,600 plants with over 40 varietals

Rolling Thunder - Co-Founder, GC, COO, Boulder, CO

2017 - 2018

Rolling Thunder is a Rec OPC, the same as Kind Enterprises. This project is 5,000 sqft and is currently being constructed. This project started as an empty shell and I have organized the creation of the entire project.

- · Organized and designed blueprints with architect and engineers
- · Pulled all permits with Boulder County
- Working as the general contractor to coordinate entire project

Oakland Project - Consultant, Denver, CO

2017 - present

The Oakland Project is a Rec OPC that will also house a MIP license allowing for the production of hash. I have been hired to consult on building plans, training programs, interior design, genetics sourcing, work flow design, data collection and analysis, and a pesticide program.



California Department of Food and Agriculture 1220 N Street Sacramento, CA 95814

TEMPORARY CANNABIS CULTIVATION LICENSE

Legal Business Name:

HD Biotech, Inc.

Premises APN:

San Bernardino County - 0459-681-03-000

Premises Address:

10042 Rancho Road Adelanto, CA 92301 Valid:

01/30/2018 to 3/29/2019

License Number:

TML17-0001198

License Type:

Temporary-Medium Indoor

---- NON-TRANSFERABLE ----

---- POST IN PUBLIC VIEW ----

MACY NEWELL - DIRECTOR OF MARKETING AND HUMAN RESOURCES

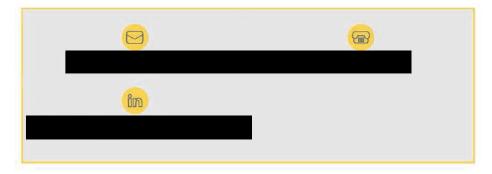
Macy has been a professional in the cannabis industry for 7 years. As a licensed real estate agent, she caters to the needs of her cannabis clients by locating numerous properties properly zoned and compliant per the local municipality. She has practiced as a real estate agent for close to 7 years now, and in this short time she has made many meaningful connections. Her involvement in procuring real estate for cannabis entrepreneurs lead to Ms. Newell obtaining her first cultivation license. She realized that her knowledge of products, operations and compliance was growing to give her a competitive advantage in the continuously expanding cannabis market. Before she decided to apply for a retail permit herself, she assisted other cannabis groups in doing so. She has successfully assisted clients obtain licenses in Moreno Valley, Santa Ana, Los Angeles, Long Beach, Richmond and other Cities across California. She single-handedly locates suitable buildings, liaises with the property owners, educates the property owners on cannabis business, and helps lift the stigma on cannabis that keeps many property owners hesitant to enter agreements with cannabis business operators. Receiving raving reviews from colleagues and clients alike, Ms. Newell has made a name for herself as "an operator and entrepreneur that goes above and beyond to serve her clients and make solid, fair, business deals."

Ms. Newell also brings her background in business management to the Elemental Wellness team. She has extensive experience managing small to medium groups of employees, and her dedication to organization and best practices means that businesses operating under her wing are cognizant of compliance, organization, quality assurance, and customer satisfaction. Ms. Newell looks forward to organizing events and liaising with the Marina community to bring the best of Elemental Wellness to the people of the city. Ms. Newell is innovative and has a keen eye for upcoming opportunities, a skill that will help the business thrive in Marina, while taking care of its neighbors.

Ms. Newell will act as the company secretary for organization and corporate maintenance. She will also act as the Head of Human Resources, as she has successfully handled personnel intake, payroll, and training for prior companies she worked for.

Ms. Newell will also build a strong marketing team that will remain compliant with Marina marketing and advertising regulations, while boosting the Elemental Wellness online presence to reach customers and stay mindful of their needs.

MACY NEWELL LICENSED CANNABIS REALTOR



SKILLS

- O Successfully assists clients find and secure locations for their cannabis businesses, including advising on building specifications necessary for each license type
- O Diligent and dedicated agent and consultant that takes care of her customers
- O Has a keen eye for detail which ensures businesses are compliant with all relevant laws
- O Excellent at managing multiple projects, a large staff, and business operations
- O Dynamic speaker and advocate

CANNABIS LICENSES

Macy Newell owns a 20,000 square foot licensed commercial cannabis cultivation operation in Richmond, California. The address of the licensed premises is 350 Carlson Blvd. Richmond, CA 94804. The cultivation operations are currently under construction, with an anticipated start date in Q4 of 2019.

Issued by: The City of Richmond, Planning and Building Services Division

License #: PLN17-346 Issued: November 2, 2017

PLANNING AND BUILDING SERVICES DEPARTMENT

Planning Division



January 17, 2018

Macy Newell

PROJECT NO: PLN17-346

PROJECT NAME: MACY EAST BAY CULTIVATION FACILITY

LOCATION: 350 CARLSON BLVD, BUILDING 5

APN: 513010005

STATUS: APPROVED WITH CONDITIONS

Dear Mr. Schwartz,

At its November 2, 2017 meeting, the Planning Commission approved the Conditional Use Permit and Certificate or Appropriateness for your project, subject to the conditions of approval listed.

The Planning Commission's decision is subject to a 10-day appeal period which ended at 5:00 PM, on November 13, 2017. Since no appeals were filed by the end of the appeal period, this decision has become final. At this time, you may prepare an application for building permits. We recommend that you discuss the building permit application submittal requirements and fees with the Building Division prior to submitting your application as they vary by project type. The Building Division can be reached at (510) 620-6868. Your project plans will need to be signed off by the Planning Division prior to submitting your building permit application to the Building Division. This letter and all conditions of approval must be incorporated into each plan set you submit.

Please do not hesitate to contact me at (510) 620-6662 for any questions you might have. It has been a pleasure working with you through the planning process.

Sincerely,

ROBERTA FELICIANO

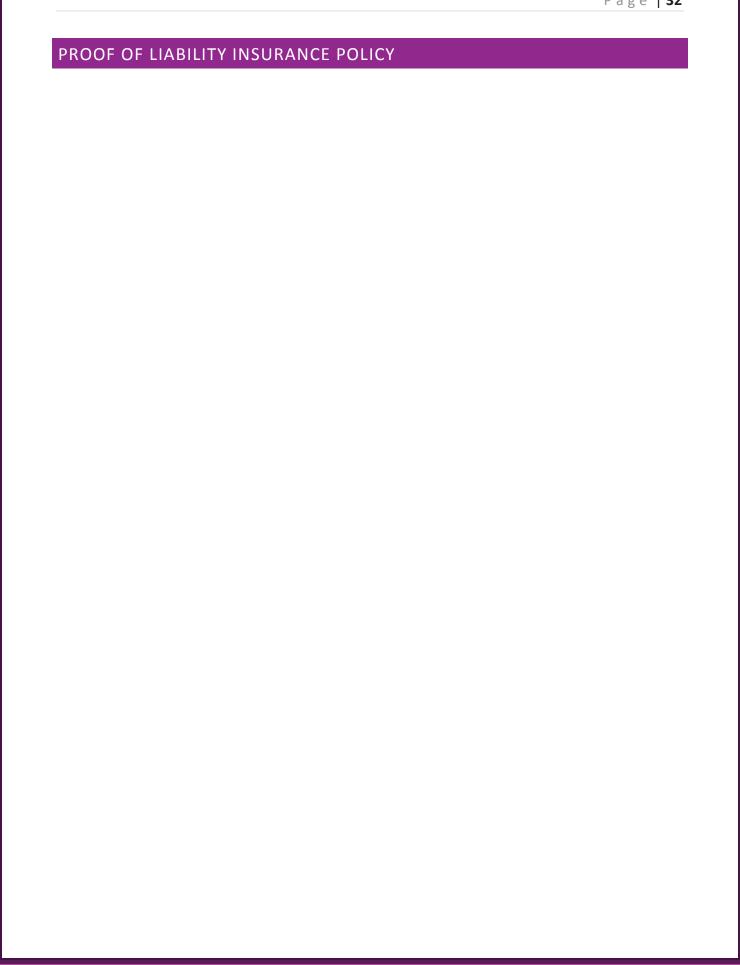
PLANNER II

450 CIVIC CENTER PLAZA, RICHMOND, CA 94804

Fax: (510) 620-6858

Telephone: (510) 620-6706

Website: www.ci.richmond.ca.us/planning





To: City of Marina

From: Darrick J Cole

Broker License Number: 192909

Subject: Will serve letter for Elemental Beachside Inc

Dear City of Marina,

I, Darrick J Cole, can meet the minimum requirements of insurance for general liability, Auto liability, worker compensation and property for Elemental Beachside Inc. We can cover the minimum per occurrence and annual aggregate limits required by City of Marina, CA, as follows:

- 1) Liability Insurance will be made effective upon issuance of a City of Marina. License, with minimum aggregate policy limits in an amount not less than \$1,000,000.00, to comply with the requirements set forth in MMC;
- 2) Worker's Compensation Insurance to comply with MMC;
- 3) Commercial/Business Auto Liability with a combined single limit of \$1,000,000 and Hired and Non-Owned Auto Liability coverage.

We have evaluated our clients risk and have determined that they can receive the minimum of any city and state requirements including excess limits.

Our carriers have a minimum rating of A through AM Best rating.

Please feel free to contact me at any time if you have any questions.

Sincerely,

Darrick J Cole

Risk Management Officer

Darrick Cole

702-324-4776



PHYSICAL ADDRESS AND DESCRIPTION

Elemental Wellness intends to lease the former Dance Studio located at 3343 Paul Davis Drive, located between the cross streets of Abdy Way and Healy Avenue. The property owner is Fran Spector Atkins. The APN is 032-281-025-000. The building is zoned as "Business Park Small Lot Combining District (BP/P). The lot size is .97 acres. This 8,600 square foot building will serve as the perfect location for Elemental Wellness to brings its vision to the City of Marina.

At our San Jose facility, we have created not only a cannabis retail store; we have created an entire wellness center where the community can truly come together for healing, medicine, educational resources, and a feeling of belonging. When we heal mind, heart, body, and spirit, we find ourselves healthy and prepared to give back the best of ourselves to our family, friends, community, and aspirations. Our wellness center will become a pillar in the Marina community, our way of wholly giving back and creating a better place to live and visit.

WELLNESS CENTER OFFERINGS

We are seeking licenses to serve both the Medical and Adult-Use communities at 3343 Paul Davis Drive.

The Elemental Wellness Center will mirror our San Jose location in its community offerings, including:

A Yoga Studio with regular classes

A Massage Center with Licensed Professional services

A Community Meeting Room for educational events, classes, outreach programs, and more.

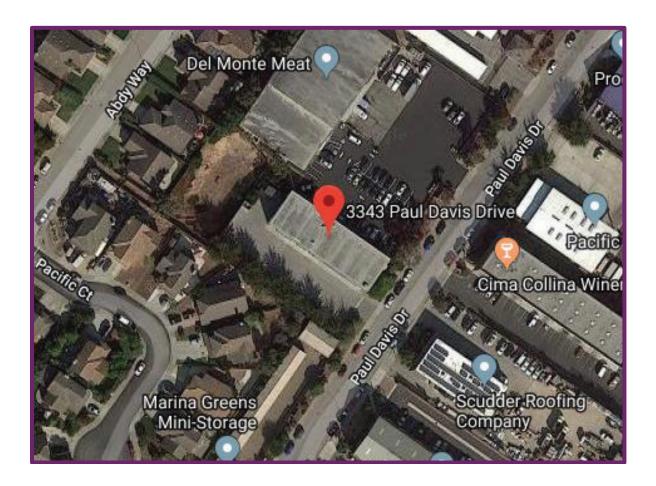
PHYSICAL STRUCTURE

The building sits on its own independent lot with twenty (20) reserved parking spaces. Ramps for handicap access are already present, and we will make any modifications required to meet necessary ADA standards. The build is industrial in its exterior appearance, but still has a clean, modern, well maintained curb appeal. The surrounding area is clean and tidy, no graffiti or debris is present. Customers visiting our wellness center to purchase medicine, recreational cannabis, enjoy a yoga class, or a massage session, will have ample parking upon arrival, and will find a safe, welcoming atmosphere. Below are some property photos depicting the current state of the building. Additionally, we have included interior floor plans of the proposed layout, as well as a security and safety diagram.

We intend to have a retail store footprint of 4,500 square feet, with a showroom providing limited access to verified medical and/or adult-use visitors, in possession of valid identification. Beyond the showroom will be limited access areas for employees only, to access behind display counters and point of sale registers, a manager's office and staff rooms, secure storage areas,

and an equipment room for security and alarm systems. In addition to the cannabis product showroom, the wellness center will offer its verified customers the option to utilize our other services, such as weekly yoga classes, education sessions on the impact and safe use of cannabis, physical healing such as massage, reiki, and nutrition experts, and more.

*All services provided in addition to cannabis retail sales will be done by third-party contractors, properly licensed and insured in their field, not employees of Elemental Wellness. Users of these services must also be at least twenty-one (21) years of age, and registered with the us as either a medical or adult-use member with verifiable identification.















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SITE DIAGRAMS

PROPOSED TENANT IMPROVEMENT

3343 Paul Davis Dr, Marina, CA 93933

PROPERTY INFORMATION

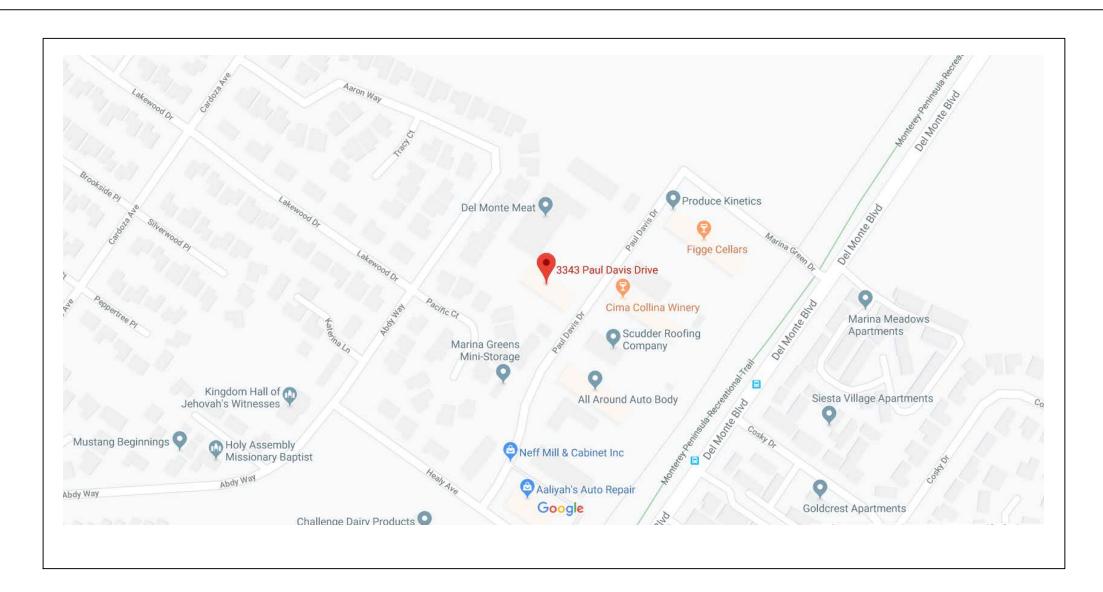
ASSESSOR PARCEL No. 033-281-025 PROPERTY TYPE: Commercial CONSTRUCTION TYPE: **ZONE**: # STORIES:

> Property Boundary Description (s): **Building Description (s):**

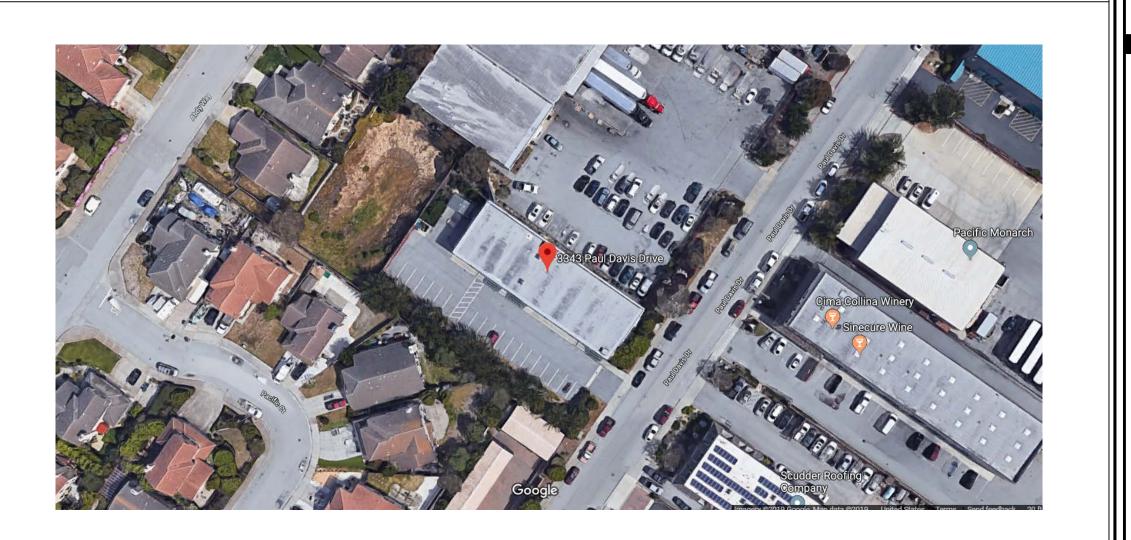
MARINA GREEN BUSINESS PARK VOL 18 PG 59 TRACT NO 1231 LOT 7 .97 AC

SQUARE FOOTAGE: 8,600 YEAR BUILT / EFECTIVE YEAR BUILT BEDROOMS / BATHROOMS 0/0UNITS

VICINITY MAP



AERIAL VIEW



GOVERNING CODE

This project shall comply with the:

2016 California Building Code (CBC) 2016 California Residential Code (CRC)

2016 California Mechanical Code (CMC)

2016 California Plumbing Code (CPC) 2016 California Electrical Code (CEC)

2016 California Green Building Standards Code (CGBS)

2016 California Energy Code

BUILDING SUMMARY

LOT SIZE	0.9700. acre
(E) FLOOR AREA	8,600 Sq. Ft.

CODE ANALYSIS

SCOPE OF WORK

PROPOSED TENANT IMPROVEMENT FOR: 1. MARIJUANA DISPENSARY (4500SQ. FT.) 2. WELLNESS CENTER (4100 SQ. FT.)

SHEET INDEX

ARCHITECTURAL:

sed Tenant Improve Paul Davis Dr I Proposed 3343 Pa SHEET NAME SITE/ DATE: REVISIONS: 5/9/2018 59 -18 N.T.S. SHEET NO:

emer **Nar**i





HARDWARE

FINISHES

MATERIALS

LEGEND:

WALL TO BE REMOVED DEMOLISHED NEW WALL

3343 Paul Davis Dr, Marina, CA 93933

PROPOSED FLOORPLAN

5/30/19

NA

NTS

DT

PROPOSED FLOOR PLAN



LEGEND:

EXISTING WALL TO REMAIN

WALL TO BE REMOVED/



HARDWARE

FINISHES

MATERIALS

LEGEND

- SECURITY STATION
- ② DIGITAL VIDEO RECORDING DEVICES
- 3 ALARM CONTACTS
- MAGNETIC LOCK
- ⑤ FOB LOCK
- HOLD UP DEVICE (PANIC BUTTON)
- → EMERGENCY LIGHTING
- S FLOOD LIGHTS
- FIRE EXTINGUISHERS

·•••• EGRESS PATH

PROPOSED FLOOR PLAN

3343 Paul Davis Dr, Marina, CA 93933

PROPOSED SECURITY PLAN

5/30/19

NA

NTS

DT

SP-01

INTENDED FOR LICENSING CONTENT ONLY (NOT FOR CONSTRUCTION)

NEARBY SENSITIVE USE AREAS

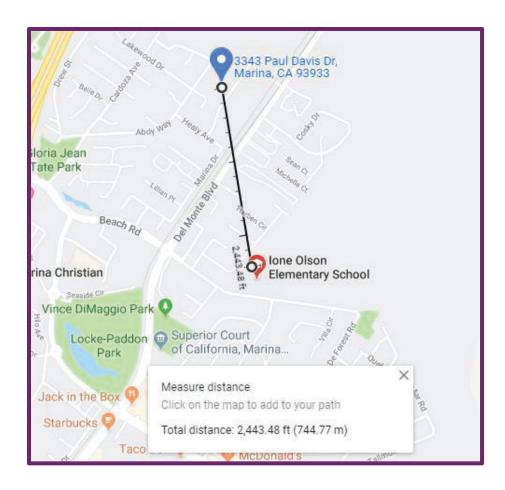
The attached zoning letter indicates that 3343 Paul Davis Drive lies outside all necessary sensitive use buffers for State and Marina regulations.

Nearest School providing Instruction in Kindergarten, or grades 1-12:

Elementary School: Ione Olson Elementary School, located approximately 2,400 feet away from the proposed location.

Middle School: Los Arboles Middle School, located approximately 1.3 miles away from the proposed location.

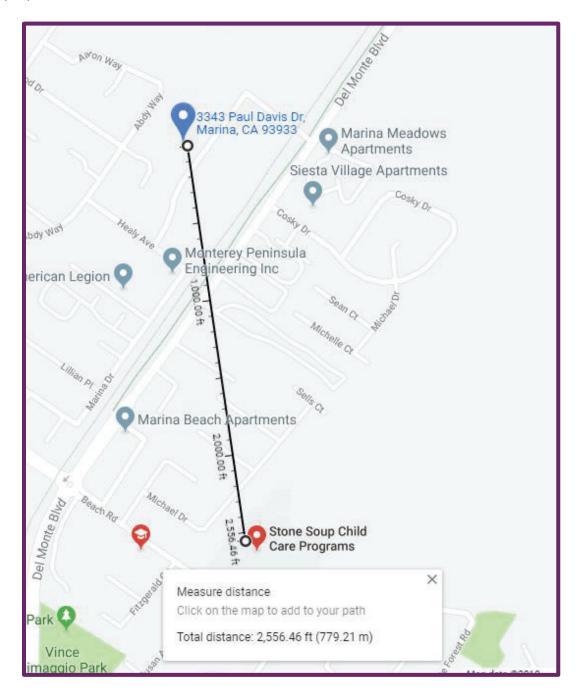
Highschool: Marina La Via Continuation High School, located approximately 1.5 miles away from the proposed location.







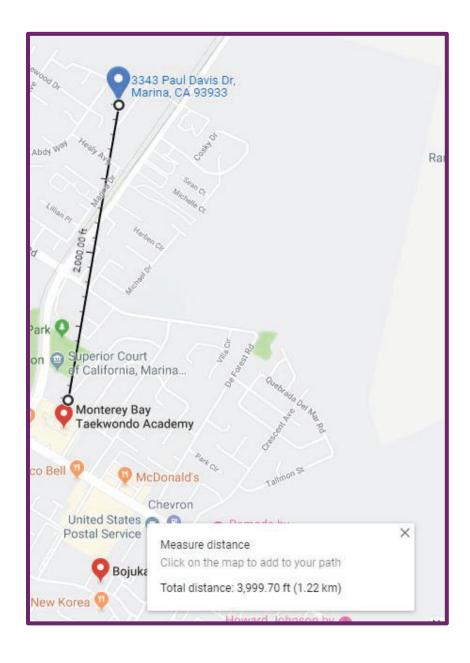
Nearest Day Care Center: Stone Soup Child Care Programs, approximately 2,500 feet away from the proposed location.

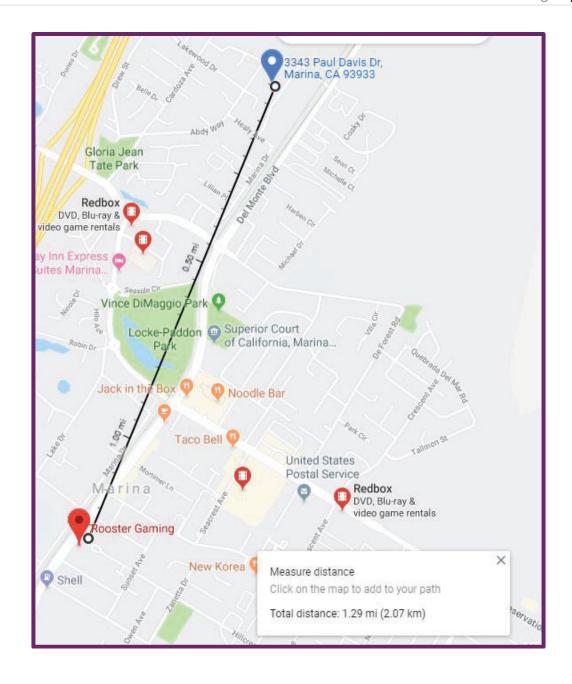


Nearest Youth Center: The City of Marina Municipal Code does not define "youth center," so for the purposes of this section, we have surveyed the area for places where youth may congregate, such as Karate centers, Gyms, Dance Studios, Kids Yoga, Game Stores, and Community Youth Centers.

The nearest Karate school to the proposed location is Monterey Bay Taekwondo Academy. The nearest Game Store is Rooster Gaming

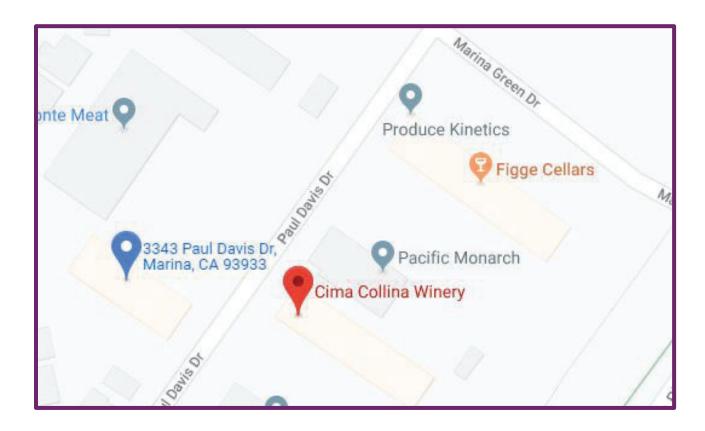
There aren't any dance schools, gyms, kids yoga or other youth centers in the immediate vicinity of the proposed location.





Nearest Alcohol Establishment:

The nearest business in the vicinity of the proposed location selling alcohol is the Cima Collina Winery, which appears to operate as a show room, wine tasting establishment, and event space.



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ZONING VEDICICATION LETTED	
ZONING VERIFICATION LETTER	

City of Marina



City of Marina
211 HILLCREST AVENUE
MARINA, CA 93933
831-884-1278; FAX 831-384-9148
www.cityofmarina.org

CANNABIS ZONING VERIFICATION LETTER 2019-16

Applicant:	Macy N	lewell	
APN:	032-281-025-000		
Situs Address:	3343 Paul Davis Drive Marina, CA 93933		
Property Owner:	Fran Spector Atkins		
Proposed Land Use:	×	Adult Ca	nnabis Dispensary
	X	Medical	Cannabis Dispensary
Zoning District:			Airport District (AP-2/3) Business Park (BP) Business Park Small Lot Combining District (BP/P) Retail Business District (C-1) General Commercial (C-2) Planned Commercial (PC) Transitional Zoning District (T-B-5)
Proposed Land Use:		Indoor C	Cultivation
Zoning District:			Airport District (AP-2/3) Business Park (BP) Business Park Small Lot Combining District (BP/P) Transitional Zoning District (T-B-5)
Proposed Land Use:		Mixed Li	ght Cultivation
Zoning District:			Airport District (AP-2/3) Business Park (BP) Business Park Small Lot Combining District (BP/P) Fransitional Zoning District (T-B-5)

Proposed Land Use:	Distribution
Zoning District:	 □ Airport District (AP-2/3) □ Business Park (BP) □ Business Park Small Lot Combining District (BP/P) □ Retail Business District (C-1) □ General Commercial (C-2) □ Planned Commercial (PC) □ Transitional Zoning District (T-B-5) □ Site where another city permit type conducted
Proposed Land Use:	Manufacturing
Zoning District:	 □ Airport District (AP-2/3) □ Business Park (BP) □ Business Park Small Lot Combining District (BP/P) □ Retail Business District (C-1) □ General Commercial (C-2) □ Planned Commercial (PC) □ Transitional Zoning District (T-B-5)
Proposed Land Use:	Testing
Zoning District:	 □ Airport District (AP-2/3) □ Business Park (BP) □ Business Park Small Lot Combining District (BP/P) □ Retail Business District (C-1) □ General Commercial (C-2) □ Planned Commercial (PC) □ Transitional Zoning District (T-B-5)

Adjacent land uses and zoning districts to the site:

North: Meat distributor, BP/P South: Single-family residential, R-1 East: Winery/roofing company, BP/P

West: Vacant lot, BP/P

For Adult Cannabis Dispensary – Site distance from another Adult Cannabis Dispensary:

Undetermined at time of letter.

Analysis of Sensitive Uses:

The Cannabis operation must not be within a 600-foot radius of youth centers, schools, and daycare centers, or within 1000-feet of another permitted dispensary as described in Marina Municipal Code Section 19.02.010. Per available records, City staff has determined that the proposed Cannabis use is not located within a 600-foot radius of sensitive uses (measured from nearest building edge containing Cannabis use to parcel edge of sensitive uses listed above, and from parcel edge of Cannabis use to parcel edge of schools) as follows:

- 1. The parcel is located more than 600 feet from the nearest daycare, as shown on the attached map
- 2. The parcel is located more than 600 feet from the nearest school, as shown on the attached map

Action for Compliance:	None necessary.		

This zoning verification is based on information available to the Community Development Department — Planning Office as of the date hereof. To the extent cannabis facilities are allowed land uses under Chapter 19.01 of the Marina Municipal Code, such facilities can be established in the specified zoning district only upon issuance by the Planning Commission of a Conditional Use Permit (CUP). This zoning verification letter does not constitute a land use entitlement and is not equivalent to, a substitute for, or issued in lieu of a required conditional use permit.

Issued by: Alec Barton, Assistant Planner AB Date: May 21, 2019

Enclosures: Site Distance Map



This site distance map is based on information available to the Community Development Department - Planning Office as of the date hereof and does not anticipate future land use conditions that may affect the results of this map. This map does not constitute a land use entitlement and is not equivalent to, a substitute for, or issued in lieu of a required conditional use permit.

PROPOSED INTERIOR DESIGN

The best example of our interior floor place and design aesthetic is our San Jose retail store. Similarly sized to the proposed building at 3343 Paul Davis Drive, our San Jose location is warm, clean, spacious, and skillfully organized to optimize customer flow and the sales process. Below are a few images of our retail store to demonstrate our potential in the City of Marina.









BUSINESS PLAN

This business plan demonstrates how Elemental Wellness intends to operate its Medical and Adult-Use Store-Front Retail Facility. We outline our experience and expertise in operating a successful cannabis retail facility. We highlight our high standards and operating procedures that indicate we are serious about ensuring industry best practices, top quality products, and compliant operations that align with State and City objectives.

COMPANY MISSION

The owners of Elemental Wellness have extensive experience, knowledge, and expertise in running diverse types of businesses, including commercial cannabis retail, delivery, manufacturing, cultivation, and distribution operations. With the owners' combined experience in successfully owning and/or operating commercial cannabis businesses throughout the State of California, we are confident that we can bring our astute business acumen to the advantage of Marina citizens, and will provide our award-winning service and a long-lasting commitment to the surrounding communities. We are conscientious of the sensitivity to cannabis operations affecting youth and under-privileged areas, which is why we have taken extreme care to heighten security, educate and train staff, conduct rigorous employment processes, and construct highly secure and technologically advanced facilities that prevent the diversion and abuse of cannabis products. Throughout this business plan, we demonstrate our understanding and approach to running a cannabis retail store, and are available to answer any further questions the City may have as to who we are and the best practices we consistently incorporate in our company culture.

We are cognizant that each community, such as the City of Marina and greater Monterey County, has its own unique culture, desires, needs, and aesthetic. We set out to merge our business culture with the local culture. We aim to consistently offer the best of our standards while remaining sensitive to the local community, and to shift and change as the community grows and infrastructure expands. Our building aesthetic will fit in to its surrounding street and neighborhood; the retail store will be a comfortable and familiar place for our regional clientele; our products will be procured specially for the requests of our customers; we will partner with other non-cannabis businesses and vendors to not only boost the local economy, but also to become familiar with the services offered locally and utilize our neighbors for their expertise. In following our company mission, we are confident we can run a successful, compliant, safe, and profitable operation, that will contribute valuable tax dollars to the City of Marina from our world-class Commercial Cannabis Retail Store.

COMPANY OVERVIEW

Elemental Beachside Inc., DBA "*Elemental Wellness*," is composed of a highly experienced team that brings a vast range of knowledge in managing and owning successful businesses.

Joseph LoMonaco is a seasoned hotelier that has successfully run the Elemental Wellness San Jose Microbusiness for the past few years, maintaining consistent annual revenue of \$15 Million.

Django Evans is the Head of Procurement for the multi-state extraction and distribution operation, *Viola*, with strong ties to many high-quality product lines and abundant distribution routes across the State.

Daniel Fried has almost a decade of retail Management under his belt, at the infamous Harborside dispensary, and he also built out and opened the retail store 805 Beach Breaks in San Luis Obispo.

Harmony D'Angelo, is a Monterey County resident, Marina business owner, and horticulture specialist, that has contributed to the Marina community along with her husband for the past 14 years.

Amado Magistrado is a Monterey County resident with a passion for food, travel, and is eager to grow his community involvement.

Macy Newell is dynamic and business savvy, from running her family business to closing numerous cannabis deals, she has a way with people and is a natural born leader.

Johnathan "Jack" Whipple is a long-time industry operator that can artfully craft some of the most exquisite cannabis the market has tasted, and he does so with a determined appreciation for the intricacies of the industry.

The Elemental Wellness team is backed by funding from two private investors that recognize the capabilities and promise of this dynamic team. They will fund all aspects of operations, from the licensing and CUP process, to build-out, and throughout at least the first year of operations. We have included loan agreements in the Financial Section of this application, which demonstrates their initial commitment to our company.

The **Elemental Wellness** principles bring a wide-range of knowledge and expertise, including:

- Commercial Cannabis Microbusiness operations: retail, processing, distribution, and cultivation
- High level industry oversight and management experience
- Financial capability
- Training programs to set up new regional locations and onboard local staff
- A trusted, safe, compliant reputation for stellar operations and outstanding product offerings
- Experience operating in the highly regulated California cannabis market, including City and State operating compliance and auditing

The Viola principles bring a wide-range of knowledge and expertise, including:

- Product processing, branding, testing, and quality control
- Market understanding and navigation of distribution routes

- A multi-state vantage on trends, sales, and the complexities of diverse markets, and how to adapt operations based on the local regulations and customer requirements
- High level management and leadership
- An eye for quality products, brands, and trend-setters to move on the market
- Building brand reputation and stability

The **Community Outreach** principles bring a long-standing dedication to understanding the needs of the community and finding creative ways to spearhead necessary benefits to meet community needs, such as events, programs, education, and fundraising. Our outreach team is comprised of local leaders and non-local leaders. This will give us an intimate understanding of local issues, and an outsider's creativity to incorporate methods that have seen traction in other communities as well.

The **Compliance** team is composed of leading industry attorneys that are well versed with local and state cannabis regulations, business law, corporate compliance, securities, insurance, labor & employment, and more. The attorneys will work closely with the owners and operating team to regulate and evaluate every angle of the business, the ensure compliance throughout all business practices.

Our **Cannabis Experts** bring their knowledge of cultivation, extraction methods, product creation, branding, and B2B and retail sales. Our teams combined knowledge creates an all-star team of operators and cannabis lovers that apply extreme attention to detail throughout every stage of the plant's lifecycle. We have a proven track record of successfully creating and selling our own products, while also building meaningful partnerships to procure the highest quality products for our clientele. We will utilize our knowledge to create and train a team of managers and staff that will run day-to-day operations with the ownership and boards guidance and oversight. It is our priority to not only build a local work-force, but to instill a level of skill and experience that is valuable across multiple industries, and we encourage our team to grow within our company, and become cannabis entrepreneurs themselves.

PRIOR SUCCESSFUL BUSINESS OPERATIONS

Our principles have had much success running successful business operations.

Harmony D'Angelo has been running a Horticulture store in Marina for the past 14 years, and has dealt with over a decade of customers, inventory, sales, and the ups and downs of business as regulations have changed and affected markets.

Dan Fried has Managed one of the State's premier cannabis retail stores, and successfully built out and opened a retail store from start to finish.

Joe LoMonaco has had a knack at taking otherwise flailing hotels and turning them around 180 degrees to success.

ELEMENTAL WELLNESS

AWARDS & RECOGNITION

Elemental Wellness has continued to earn recognition for outstanding service and stellar medicine, since its inception in 2010. Our "Artisan Strains" are not mass produced, but rather lovingly handcrafted by expert cultivators using unique and innovative growing techniques. We were voted "Best Silicon Valley Dispensary" by readers of Metro Newspaper in 2011, 2012, 2013, 2014, 2015, and 2016, and we had the honor of being named the "Best Collective in Northern California" by Weedmaps Users!

Our Elemental Wellness San Jose facility retail location has consistently performed with a Gross Revenue of \$20 Million annually over the past few years, and has grown in popularity and accolades since it was founded and licensed in 2010.

SAN JOSE, CA

"Elemental Wellness CENTER"

1566 S. 7th Street

Temporary Cultivation/Manufacturing License#

985 Timothy Drive

Microbusiness Temporary License

Cultivation

Manufacturing

Delivery

Nursery

CDPH-T 00002327

C12-18-0000188-TEMP

Retail Distribution

Elemental Wellness Center operates from two facilities in San Jose.

One facility is a cultivation and manufacturing operation, also known as the 7th Street facility. It has a total of 17,000 Square Feet of space, 10,000 in total to Cultivate various strains of cannabis plants. The additional 7,000 Square Feet is utilized for manufacturing operations, including cold water non-volatile wax manufacturing, pre-roll production, and other proprietary product lines.

The second facility is a Microbusiness for cultivation, nursery, manufacturing, delivery, retail, and distribution. This facility is known as Elemental Wellness Center, and spans approximately 16,000 square feet of a campus, with 80 parking spaces, a 5,000 square foot retail dispensary and a yoga studio. We have successfully brought the true meaning of WELLNESS CENTER to life! We look forward to doing the same in the City of Marina to the benefit of thousands of patients and cannabis aficionados in the region.

Our Chief Executive Officer, Joseph LoMonaco, took on the position in 2017, and has brought tremendous improvement to the business's operations and sales. He has helped direct Elemental's loyal following in San Jose, and has increased member per day transactions from 240 per day to an average 475 per day. In the Financial Section of this application, we have included a P&L statement for 2018 and Q1 2019 that demonstrates the positive balance of our San Jose location. Once all of our microbusiness operations are up and running at the San Jose facility, we are confident we will also see the profitability of our facility expand rapidly.

Our intention in the City of Marina is to bring our business experience to create a wellness center that tops our current facility so that the residents of Marina can similarly benefit from the advantages of cannabis and community.

In addition to our experience operating successful cannabis retail operations, we have sufficient funding to capitalize the Marina facility for at least our first year of operations. Please see the Financial section of this application's Business Plan for details on our estimated startup costs and proof of funding.

PREMIER CALIFORNIA DISPENSARY

Elemental Wellness Center Overview

Location: San Jose, CA

 Founded:
 2009

 Members:
 45,000

 Revenue
 \$17.0 million

Key Highlights

- Founded by Derik Howard, a longstanding cannabis community leader in California
- Strong recurring revenue driven by a large base of active members
- Scalable vertically-integrated operations to include both on-premise and off-site cultivation
- Licensed retail dispensary operations in a limited license jurisdiction





weedmaps

AWARD-WINNING DISPENSARY AND STRAINS

Elemental Wellness is recognized for its outstanding service and quality of product.

The dispensary has been recognized as the "Best Silicon Valley Dispensary" by Metro Newspaper in 2011, 2012, 2013, 2014, 2015 and 2016 and voted #1 "Best Cannabis Dispensary", #1 "Best Cannabis Delivery", and #1 "Best Discount for MMJ Cardholders" by Metro in 2018. Also recognized as the "Best Collective in Northern California" by Weedmaps.

The company's proprietary strains have been recognized by High Times Medical Cannabis Cup for Best Sativa, Best Indica and Best CBD. The "TRUE OG" is recognized as one of the "10 Best Strains" by High Times Magazine.





elemental

ELEMENTAL WELLNESS

Premier Cannabis Retail Dispensary



Large Core Member Base

- · 45,000 total members
- · Over 500 members per day
- Average order value of over \$100



Limited License Jurisdiction

- One of 16 licensed dispensaries in San Jose
- The first licensed delivery company in San Jose



Prime Location in San Jose

- Affluent demographic consumer base
- Major technology companies headquartered
- Over 4,400 square ft. of retail space



Cannabis Health and Wellness Programs

- Thought leadership in cannabis community
- Provides members with health and wellness services



Vertically Integrated Operations

- Licensed to operate retail, delivery, manufacturing and cultivation
- · Scalable indoor cultivation



Significant Growth Opportunities

- Increasing margins through branded products and scale of vertical integration
- Recreational cannabis becomes legalized in CA in 2018



KEY STAFF

To avoid redundancy, please refer to the **Ownership Structure and Documents** Section of this application for the resumes and biographies of the key members of the Elemental Wellness team. To recap without repeating the entire resume section:

OWNERS

JOSEPH LOMONACO 25%

DANIEL FRIED 25%

AMADO MAGISTRADO 25%

HARMONY D'ANGELO 25%

POSITIONS

JOSEPH LOMONACO- CHIEF EXECUTIVE OFFICER OF RETAIL

DANIEL FRIED- CHIEF OPERATING OFFICER OF RETAIL

DJANGO EVANS- DIRECTOR OF PRODUCT PROCUREMENT AND DISTRIBUTION

JONATHAN WHIPPLE- DIRECTOR OF QUALITY ASSURANCE

MACY NEWELL- DIRECTOR OF MARKETING AND HUMAN RESOURCES, SECRETARY

AMADO MAGISTRADO- OFFICER OF COMMUNITY OUTREACH

HARMONY D'ANGELO- OFFICER OF COMPLIANCE

MANAGERS

The business will be fully staffed by local qualified operators and overseen by the above-mentioned Directors and Officers, who will guide the business in all aspects of operations, finance, quality control, regulatory compliance and approvals, to ensure that the business is fully compliant with City and State directives.

We expect to receive up to 400 customers a day based on the limited licensing, number of customers living within ten miles of the business and the general levels of consumption in the area and State of California.

We would employ 12-15 full-time employees at the retail location, most of which would sit in a customer-facing retail sales role. The business would have a full-time General Manager, Finance Manager and Inventory Control Manager. We would have several part-time specialists controlling merchandising and customer experience, both of which are critical to ensuring that the Elemental Wellness experience continually exceeds the City's and customers' expectations.

All Managers will be thoroughly background checked before hiring, and will receive extensive training before taking over the management of day-to-day operations. Management personnel will be selected based on relevant cannabis business management experience, or lengthy experience in a similar type of retail operation, preferably in a regulated industry. All Managers will be required to perform on the job training at existing Elemental Wellness locations, and will continue Management training with extensive oversight throughout their first year overseeing the Marina retail location.

HIRING PLAN

Elemental Wellness employment policies include hiring locally as much as possible to stimulate the local economy. We are committed to hiring 50 percent or more of our employees and managers from the Monterey County workforce. We will advertise open positions, and will participate in local job fairs, on local radio, local websites, and in local news publications.

We have begun hiring local Marina residents for various positions at our retail store, and they have been presented with offer letters for employment. Please visit the LOCAL ENTERPRISE Section of this application for more details about local Marina employees, as well as some local contractors and service providers we will be working with.

Wages. Elemental Wellness is adamant that its business success is dependent on its people. We know that when we invest in our employees, they invest in us, and in turn benefit our customers, business, and the community as a whole. We are not only committed to hiring local residents who have a direct interest in bettering their home-town, we are also committed to an average pay rate for mid-level and management positions of at least 25% more than the median local income for similar positions. We are also dedicated to fair wages for our entry-level employees. To promote a healthy lifestyle, balance, and overall well-being, we want our entry-level employees to live comfortably, and have every opportunity to learn and grow within our corporation. We will exceed the minimum wage established by the County or by the State of California, whichever is higher, by at least \$2.00. We invite the City to review our books and records to verify that all Elemental Wellness staff is receiving better than fair wages and additional benefits, such as health, paid leave, disability, and performance-based bonuses.

Below is a snap-shot of our first 5 years of retail positions the will be filled, and the anticipated hourly wage rate.

	Ye	ar 1	Ye	ar 2	Yea	ar 3	Yea	ar 4	Yea	ar 5
Position	Employees	Pay Rate								
General Manager	1	\$36/hr	1	\$36/hr	2	\$38/hr	2	\$38/hr	2	\$38/hr
Assistant Manager	2	\$24/hr	2	\$24/hr	3	\$28/hr	4	\$29/hr	4	\$30/hr
Budtender	8	\$19/hr	9	\$19/hr	9	\$21/hr	10	\$21/hr	10	\$22/hr
Reception/Check In	3	\$14/hr	3	\$15/hr	4	\$16/hr	4	\$16/hr	4	\$17/hr
Inventory Manager	1	\$25/hr	1	\$25/hr	2	\$26/hr	2	\$29/hr	2	\$30/hr

Labor Peace Agreement. When Elemental Wellness has achieved the milestone of 20 or more non-management employees, we will enter into a labor peace agreement with a bona fide labor organization. We also recognize the collective bargaining rights of our employees, and welcome labor union registration regardless of the number of employees working at our Marina retail store.

Continuing Education. We believe education is imperative to the success of our Elemental Wellness team, and as such will provide annual stipends to full-time and part-time university students to put towards their tuition and course expenses. We will also recommend annual cannabis education programs, seminars, online courses, and more, as the depth of knowledge of our team extends outward to our valued clientele. We will also implement extensive retail training courses for our staff, further detailed in this section, and throughout our business plan and operating procedures. Training is an Elemental Wellness priority, which is why our Owners and Board of Directors bring the necessary experience and expertise to see that a successful training programs is maintained at all times.

EMPLOYEE REGISTRY

Elemental Wellness will maintain a current register of the names and the contact information (including the name, address, and telephone number) of all employees currently employed by Elemental Wellness and will disclose such register to any City of Marina official upon request.

Elemental Wellness has a comprehensive staffing plan in place to guide recruitment, hiring, training and managing its employees. Highlights of the plan feature:

- Precise definition of responsibilities
- Clearly understood chains of authority
- Well-paid, well-qualified, well-trained personnel
- Professional recruiting practices
- Thorough training of new hires

Elemental Wellness's recruiting efforts will be primarily directed at candidates with the following qualifications:

- Health-related educational/professional backgrounds
- Interest and aptitude for the healing arts
- Spotless criminal records
- Experience in restricted access venues

Elemental Wellness's staffing protocols detail the processes the Chief Executive Officer (CEO) and Chief Operating Officer (COO) will use to manage Elemental Wellness' human resources needs, and to provide customer or patient accessibility in compliance with state laws and Department regulations. The COO is assigned the responsibility for maintaining and updating the staffing policies, which will ensure that Elemental Wellness has sufficient staff possessing the correct skill-sets and experience needed to ensure the success of all operations. The staffing plan will be updated at least annually.

STAFF ACQUISITION PROCESS

The Human Resources Manager will coordinate with the COO to acquire all necessary staff including key personnel. The acquisition process may vary depending on the vacant position and any special circumstances including Chief Executive Officer approval for a direct non-solicited hire. The acquisition process is managed by the Human Resources Manager and typically involves the following:

- Identification of need
- Job classification and job description preparation

Elemental Wellness will make the best efforts to fill the vacant position utilizing the methods that best fit the position including, but not limited to:

- Local classified ads
- Internal posting
- Partner posting (consultants, non-profit partners, vendors, etc.)
- External posting
- Temporary staffing agency; or
- Executive search firm

Other procedures Elemental Wellness's staff will leverage to find qualified candidates include:

- Reviewing resumes and required job applications for qualified candidates including those with relevant experience and those with complementary skills and a strong potential for growth
- Performing and recording reference checks on qualified candidates including verification of address, education, and former and current employment

- Recording of information from former supervisors on the candidate's performance if available.
- Scheduling first interviews
- Scheduling second interviews (with strong candidates) with the direct supervisor
- Delivery of an offer letter to the first choice candidate (as determined by the direct supervisor)
- Performing a Level 2 criminal background check on the selected candidate to determine eligibility and to identify any other possible disqualifying items
- New hire orientation and training
- Completion of the probationary period

DISQUALIFYING ITEMS AND ITEMS OF CONSIDERATION

Elemental Wellness will not hire any person that is not eligible. All staff must be 21 years of age or older. The Human Resources Manager will not employ anyone who will come in contact with or handle Cannabis who has been convicted of any theft, violent crime, or felony of sale or possession of drugs, narcotics, or controlled substances. Other items discovered through the reference check process may be considered when making a hiring decision including, but not limited to:

- A history of theft, acts of violence, or negligence
- Unverifiable resume or application statements
- Negative reference checks or inability to obtain a positive reference from any former employers
- Lack of stability in work history or residence
- Employment with any independent laboratory providing services for the operation or physician's office providing Cannabis patient certifications

DISCRIMINATORY PRACTICES

Elemental Wellness does not discriminate in hiring or operating decisions. All managers and supervisors must comply with all EEOC guidelines when managing staffing issues. No policy or procedure implemented by Elemental Wellness may lead to discrimination based on or conflict with laws regarding:

- Race
- Height or Weight
- Credit Rating or Economic Status
- Religious Affiliation or Beliefs
- Citizenship
- Marital Status, Number of Children
- Gender
- Arrest or Conviction unless in a sensitive position
- Security/Background Checks For Certain Religious or Ethnic Groups
- Disability

• Adult-use and medical Questions & Examinations

HIRING AND BUYING LOCALLY

Elemental Wellness employment policies include hiring locally as much as possible to stimulate the local economy. Elemental Wellness is committed to hiring a majority of its employees and managers from the Monterey county workforce. We are already advertising open positions, and will participate in local job fairs, on local radio, local websites, and in local news publications.

Elemental Wellness also intends to buy from local vendors as much as possible, increasing revenue for businesses in area.

Elemental Wellness also intends to purchase at least 80 percent of its supplies and equipment from businesses within the Marina and Monterey County area.

EMPLOYEE SERVICE PROGRAMS

As a company, Elemental Wellness will foster and encourage participation by employees in volunteer work with nonprofits and community groups within the City of Marina, providing a minimum of 20 hours per month of community support.

STAFF HIRING

Prospective employees should be brought in for an interview to assess the candidates.

The first interview will be a general conversational style interview, lower pressure, more of a "meet and greet." We are looking for candidates who are easy communicators, people with the natural ability to hold a conversation and keep us interested.

Some of the traits Elemental Wellness is looking for are:

- 1. The candidate speaks well, holds a conversation, is not awkward.
- 2. The candidate is naturally friendly and good natured.
- 3. The candidate is energetic/passionate.
- 4. The candidate seems to enjoy talking/interacting people.
- 5. The candidate is magnetic.
- 6. The candidate is welcoming.
- 7. The candidate makes us feel listened to.
- 8. The candidate is professional and mature.
- 9. Do we trust the candidate? Do we believe that this person will guide us to what we really need, or do we feel "sold?"

If managers are suitably impressed, the second interview will be held to help determine the aptitude of the candidate, the qualifications of the candidate, and the candidate's current knowledge of cannabis.

NEW EMPLOYEE ONBOARDING

Once a decision has been made to hire a candidate, the employee must pass a background check and drug test. The below checklist should be used to onboard a new employee.

- 1. Pass a background check
- 2. Pass a drug test
- 3. Fill out our liability waiver
- 4. Complete the Employment Contract
- 5. Fill out a W-4 and provide all necessary documentation
- 6. Manager or HR will need to run E-Verify and take all appropriate bank information for direct deposit and Paychex processing form
- 7. A user profile in the payroll system will need to be created for the employee
- 8. A user profile time and attendance system scheduling system credentials
- 9. The employee will be informed of the policies regarding warnings, keys, and discipline.
- 10. The GM will review the uniform policy and provides two uniform shirts in appropriate size for employee

FINANCIAL PLAN

Our Financial Plan outlines our market data studies, projections for sales, our anticipated budget for start-up and 1 year of operations, and a three-year prop-forma. We also highlight the sources of our funding, proof of liquid assets, and agreements in place to provide the funding if awarded licenses to operate a Medical and Adult-Use Retail facility in the City of Marina.

BUDGET

Elemental Wellness understands that sound financial practices are necessary for any successful business. Elemental Wellness has created the attached 1-year budget and 3-year pro forma. In order to cover expenses of building out the proposed location, covering start-up costs plus one (1) year of operating expenses, Elemental Wellness has procured two standard loans from two separate sources, equaling a minimum of \$2,500,000.

While Elemental Wellness has performed for the past several years at a similar scale of annual revenue anticipated at our Marina location, we are being abundantly cautious that we can cover all necessary expenses, and maintain a contingency budget, for unforeseen costs. The private loans taken will ensure we get our Marina retail store off to the right start.

Elemental Wellness will employ industry standard accounting practices to track and monitor all income, expenses, and taxes. Elemental Wellness will use QuickBooks accounting software and a point of sales system to help log and track all accounting activities. In addition to an on-staff accountant Elemental Wellness will employee a licensed third-party C.P.A. who specializes in cannabis business accounting. This ensures that all state and local accounting laws and taxes are abided by.

PROOF OF FUNDS

Attached to this section are two loan agreements:

Skybox Holdings agrees to loan \$1,500,000 to Elemental Beachside Inc., at an interest rate of 12% per annum.

Julie Le agrees to loan \$1,000,000 to Elemental Beachside Inc., at an interest rate of 12% per annum.

See Bank Statements attached below.



JPMorgan Chase Bank, N.A. P O Box 182051 Columbus, OH 43218-2051 March 01, 2019through March 29, 2019

Account Number:

CUSTOMER SERVICE INFORMATION

 Web site:
 Chase.com

 Service Center:
 1-800-242-7338

 Deaf and Hard of Hearing:
 1-800-242-7383

 Para Espanol:
 1-888-622-4273

 International Calls:
 1-713-262-1679





We updated our disclosures

On March 17, 2019, we published an updated version of our Deposit Account Agreement and the document explaining our Additional Banking Services and Fees. You can get the latest agreements at a branch or by request when you call us. Here's what you should know:

- We're using a payment network that supports real-time payments. When you send or receive a real-time payment, you confirm that you're not acting on the behalf of someone who is not a U.S. citizen or resident. (General Account Terms, Section I, Rules governing your account)
- We've reduced the Chase wire fee to send an international wire in a foreign currency to \$5 per transfer when you use chase.com or the Chase Mobile [®] app. As a reminder, there is no Chase wire fee when your transfer is equal to \$5,000 U.S. dollars or more.

Please call us at the number on this statement if you have any questions.

CHECKING	SHMMARY
CHECKING	SUMMANT

Chase Performance Business Checking

Beginning Balance	INSTANCES	AMOUNT \$1,522,142.69
Deposits and Additions	16	554,770.00
Checks Paid	17	-175,638.22
ATM & Debit Card Withdrawals	13	-5,755.01
Electronic Withdrawals	75	-293,330.08
Other Withdrawals	3	-13,476.00
Fees	1	-975.00
Ending Balance	125	\$1,587,738.38

Complete Advantage Checking

May 31, 2019 ■ Page 1 of 4



JULIE T LE

Questions?

Available by phone 24 hours a day, 7 days a week: Telecommunications Relay Services calls accepted

1-800-742-4932

TTY: 1-800-877-4833 En español: 1-877-727-2932

華語 1-800-288-2288 (6 am to 7 pm PT, M-F)

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (114)

P.O. Box 6995

Portland, OR 97228-6995

You and Wells Fargo

Thank you for being a loyal Wells Fargo customer. We value your trust in our company and look forward to continuing to serve you with your financial needs.

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com or call the number above if you have questions or if you would like to add new services.

Online Banking	/	Direct Deposit	1
Online Bill Pay		Auto Transfer/Payment	1
Online Statements	/	Overdraft Protection	
Mobile Banking		Debit Card	
My Spending Report	1	Overdraft Service	

Activity summary

 Beginning balance on 5/1
 \$1,804,023.09

 Deposits/Additions
 9,498.24

 Withdrawals/Subtractions
 - 6,640.17

Ending balance on 5/31 \$1,806,881.16

Account number:

JULIE T LE

California account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 121042882

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LOAN AGREEMENTS

PERSONAL LOAN AGREEMENT

This Personal Loan Agreement ("Agreement") is entered into on this _1_ day of _____June_____ 2019 ("Effective Date"), by and between Julie Le ("Lender") and Elemental Beachside Inc. ("Borrower").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Lender and Borrower hereby agree as follows:

- 1. The Principal Loan Amount ("Loan") is \$1,000,000.00 (One Million) dollars.
- 2. Lender shall establish a joint bank account for the purpose of providing Borrower access to funds in relation to its interest in operating a commercial cannabis business within the City of Marina ("City"), which shall be established upon the earlier of the following occurrences: (i) upon Borrower receiving notice from the City of Marina that its application(s) for a commercial cannabis license for a retail/dispensary business has been approved or recommended for approval; or (ii) within four (4) months from the execution of this Agreement in the event Borrower has not received notice of either approval or denial from the City of Marina, whereby Borrower will not use or withdraw any funds absent the City's approval of Borrower's
- 3. Borrower promises to repay to the order of Lender, the Loan amount together with interest thereon at a rate of 12 percent (%) per annum.
- 4. Borrower will begin repayment of the Loan beginning on the nine (9) month anniversary from Borrower becoming fully operational as a commercial cannabis retail/dispensary within the City and in accordance with all approvals having been received by Borrower from the City. The Loan repayment terms may be subject to reconsideration and amendment based upon Borrower's needs and supporting evidence, which shall be reconsidered on a case by case basis during the Term of this Agreement until the Loan has been repaid in full or Lender and Borrower otherwise agree that repayment of the Loan has been satisfied.
- 5. Borrower will make repayments on the Loan in the amount of \$12,001.68 (Twelve Thousand and One Dollar and Sixty-Eight Cents) dollars beginning on the date the first payment is due and continuing each month until the Loan has been fully paid off or as otherwise agreed upon by the parties. The repayment is based upon a term of 15 years for the Loan's repayment.
- 6. This Agreement shall be interpreted under, and governed by, the laws of the State of California.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, **BORROWER** and **LENDER** affix their signatures hereto.

ELEMENTAL BEACHSIDE INC (BORROWER)	JULIE LE (LENDER)
By:Joseph LoMonaco	By:Julie Le
Signature: <u>JLoMonaco</u>	Signature: Julis Le
Date: <u>6-1-19</u>	Date: 6/1/19

PERSONAL LOAN AGREEMENT

This Personal Loan Agreement ("Agreement") is entered into on this _30_ day of __May_____ 2019 ("Effective Date"), by and between SkyBox Holdings 81 ("Lender") and Elemental Beachside Inc. ("Borrower").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Lender and Borrower hereby agree as follows:

- 1. The Principal Loan Amount ("Loan") is \$1,500,000.00 (One Million Five Hundred Thousand) dollars.
- 2. Lender shall establish a joint bank account for the purpose of providing Borrower access to funds in relation to its interest in operating a commercial cannabis business within the City of Marina ("City"), which shall be established upon the earlier of the following occurrences: (i) upon Borrower receiving notice from the City of Marina that its application(s) for commercial cannabis license for a retail/dispensary business has been approved or recommended for approval; or (ii) within four (4) months from the execution of this Agreement in the event Borrower has not received notice of either approval or denial from the City of Marina, whereby Borrower will not use or withdraw any funds absent the City's approval of Borrower's
- 3. Borrower promises to repay to the order of Lender, the Loan amount together with interest thereon at a rate of 12 percent (%) per annum.
- 4. Borrower will begin repayment of the Loan beginning on the nine (9) month anniversary from Borrower becoming fully operational as a commercial cannabis retail/dispensary within the City and in accordance with all approvals having been received by Borrower from the City. The Loan repayment terms may be subject to reconsideration and amendment based upon Borrower's needs and supporting evidence, which shall be reconsidered on a case by case basis during the Term of this Agreement until the Loan has been repaid in full or Lender and Borrower otherwise agree that repayment of the Loan has been satisfied.
- 5. Borrower will make repayments on the Loan in the amount of \$18,002.52 (Eighteen Thousand Two Dollars and Fifty-Two Cents) dollars beginning on the date the first payment is due and continuing each month until the Loan has been fully paid off or as otherwise agreed upon by the parties. The repayment is based upon a term of 15 years for the Loan's repayment.
- 6. This Agreement shall be interpreted under, and governed by, the laws of the State of California.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, **BORROWER** and **LENDER** affix their signatures hereto.

ELEMENTAL BEACHSIDE INC (BORROWER)	SKYBOX HOLDINGS 81 (LENDER)
By:Joseph LoMonaco	By:Tommy Le
Signature: <u>JLoMonaco</u>	Signature:
Date:5-30-19	Date: May 30, 2019

SALES PROJECTIONS

Our sales projections are included in our three year Pro Forma attached below. We have included a snap-shot here to show the breakdown of product types, and the anticipated annual revenue from each category. However, as market trends shift, evidenced in our Market Study Section of this application, it is likely our sales numbers per product category will similarly shift.

		TOTAL	
	Year 1	Year 2	Year 3
Ordinary Income/Expense			
Income			
CAPSULES/TINCCTURES/TOPICALS	346,797.50	416,157.00	466,095.84
CARTRIDGES	743,137.50	891,765.00	998,776.80
CONCENTRATES	619,281.25	743,137.50	832,314.00
EDIBLES	619,281.25	743,137.50	832,314,00
FLOWER	2,130,327.50	2,556,393,00	2,863,160.16
PRE-ROLLS	495,425.00	594,510.00	665,851.20
TAXES RECOUPED 27.75% OF RETAIL	1,374,804.38	1,849,785.25	1,847,737.08
Total Income	6,329,054.38	7,594,865.25	8,506,249.08
Cost of Goods Sold			
CAPSULES/TINCTURES/TOPICALS COG	149,398.00	179,277.60	200,790.91
CARTRIDGES COST	345,568.00	414,681.60	484,443.39
CONCENTRATES COST	283,224.00	339,868.80	380,653.06
EDIBLES COST	309,640.53	371,568.64	416,156.87
FLOWER COSTS	1,009,159.00	1,210,990.80	1,356,309.70
PRE-ROLLS COST	211,702.00	254,042.40	284,527.49
Total COGS	2,308,691.53	2,770,429.84	3,102,881.42
Gross Profit	4,020,382.85	4,824,435,41	5,403,367.66

1 YEAR BUDGET

Elemental Wellness has taken a realistic approach to the 1-year budget. This is based on current operations, industry experience, and relying on industry connections and vertical integration to keep the cost of goods sold lower than many are able. Elemental Wellness has licensed cultivation and manufacturing facilities within the area and will offer its own products at a discount compared to its competition. Elemental Wellness understands that brand recognition is important and will offer other top brands in the industry based on local consumer demand.

Elemental Wellness has secured a \$2,500,000 (two million five hundred) line of credit for its construction costs and first year operating expenses. Elemental Wellness expects expenses for the first year of operations to be \$3,007,716 with a throughput profit of \$1,014,646. The

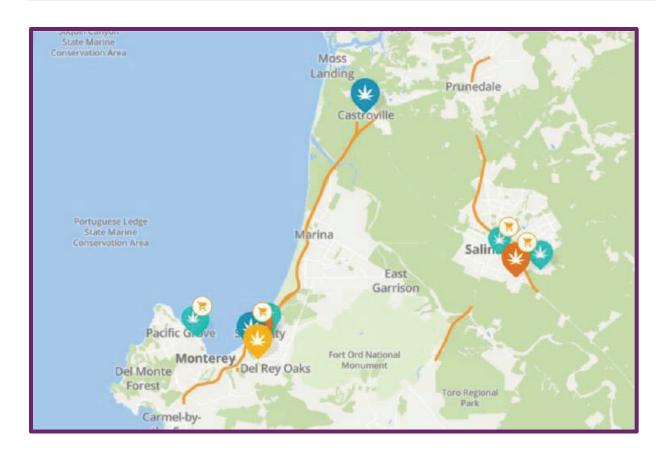
operating capital for the first year of operations is \$1,993,070 from that \$2,500,000 loan leaving the additional \$506,930 for construction and contingencies not yet considered. The initial construction budget which includes contingency and supplies is \$350,456. This leaves \$156,474 of reserve operating capital for unforeseen expenses.

The initial gross profits are based on a quick initial response from the city population and surrounding counties of a newly licensed legal cannabis outlet in the city limits. Marina has a fluctuating population base due to California State Monterey Bay student population and its reliance on tourism. Some other assumptions include:

- The population of the city fluctuates with CSU Monterey Bay's student population
- While there are licensed retail facilities in neighboring cities including Monterey, Seaside, Salinas, and others, Marina is uniquely positioned off the Highway 1 and can capture the unserved areas. See the screenshot of Weedmaps current services below.
- Monterey Bay County has a higher than average median household income at \$71,000 with a population of 437,707 residents. 28% of the population is between the ages of 20 and 40 years old.
- Marina has a higher than average median household income at \$60,140 per home.
- Elemental Wellness anticipates an average basket of \$70 per customer.
- Marina has an immediately local population of about 21,277.
- Elemental Wellness has not calculated any Wellness programs into its 1-year budget as these programs will be based on attendance donations which will be paid to the instructors at that time. This will be calculated into the operating budget once open.
- Elemental Wellness has committed to donating a minimum of \$24,000 a year to local non- profits, youth programs, and other community events.
- Elemental Wellness has not calculated the yearly licensing fees charged by the City as these may change once finally licensed. These fees will be taken out of the yearly Net Profit once calculated.
- Elemental Wellness has efficiency of scale with its buying power which reduces its costs of goods sold.
- Elemental Wellness is fully integrated with licensed cultivation, distribution and manufacturing facilities throughout the state. This reduces the costs of goods sold in its various brands and products.







[Budget inserted on subsequent page]

Net Income	Total Expense	Loan Payment	Utilities	Total TAXES	EXCISE TAX	CITY SALES TAX	. CITY CANNABIS TAX	TAXES	SUPPLIES	Repairs and Maintenance	RENT	Total PAYROLL EXPENSE	PAYROLL EXPENSE - Other	PAYROLL TAXES	PAYROLL EXPENSE	Total PAYROLL	SALES	SECURITY	RECEDTION	GENERAL MANAGER	PAYROLL	Office Supplies	Meals and Entertainment	Total MARKETING	GRAPHIC DESIGNER	ADVERTISING	MARKETING	LEGAL AND ACCOUNTING	Total INGIDANCE	WORKMANS COMP	GENERAL LIABILITY INSORANCE	COMMUNITY CONTRIBUTIONS	DUES AND SUBSCRIPTIONS	COMPUTER SUPPORT	COMPUTER SOFTWARE	Total BANK FEES	MERCHANT SERVICES FEES	ALARM SERVICE	Expense	Gross Profit	Total COGS	PRE-ROLLS COST	FLOWER COSTS	CONCENTRATES COST	CARTRIDGES COST	CAPSULES/TINCTURES/TOPICALS COG	Cost of Goods Sold	Total Income	TAXES RECOUPED 27.75% OF RETAIL	T C WIT X	EDIBLES	CONCENTRATES	CARTRIDGES	CAPSULES/TINCCTURES/TOPICALS	Ordinary Income/Expense		
97.754.50	243,795.50	0.00	4,000.00	168 150.00	51,600.00	32,550.00	21,000.00		250.00	1,000.00	15,390.00	5,012.50	700.00	4,312.50		28.360.00	9,600,00	6.160.00	2900.00	6,200.00		250.00	200.00	1,500.00	500.00	1,000.00		1.500,00	850.00	850 00	00.000	1,000.00	500.00	600.00	6,000.00	7,583.00	7,583.00	150.00		341,550.00	195,000.00	18,000,00	85 300 00	23,250.00	29,500.00	12,700.00		536,550.00	116,550.00	180,600.00	52,500.00	52,500.00	63,000.00	29,400,00		Month 1	
97 754 50	243,795.50	0.00	4,000.00	168.150.00	51,600.00	32,550.00	21,000.00		250.00	1,000.00	15,390.00	5,012.50	700.00	4,312.50		28.360.00	9 600 00	6.160.00	2 900 00	6,200.00		250.00	200.00	1,500.00	500.00	1,000.00		1,500,00	850.00	850 00	1,500.00	1,000.00	500.00	600.00	6,000.00	7,583.00	7,583.00	150.00		341,550.00	195,000.00	18,000,00	85.300.00	23,250.00	29,500.00	12,700.00		536,550.00	116,550.00	180,600.00	52,500.00	52,500.00	63,000.00	29,400,00		Month 2	
97.754.50	243,795.50	0.00	4,000.00	168.150.00	51,600.00	32,550.00	21,000.00		250.00	1,000.00	15,390.00	5,012.50	700.00	4,312.50		28.360.00	9 600 00	6.160.00	2 900 00	6,200.00		250.00	200.00	1,500.00	500.00	1,000.00		1,500,00	850.00	850 00	1,500.00	1,000.00	500.00	600.00	6,000.00	7,583.00	7,583.00	150.00		341,550.00	195,000.00	18.000.00	85.300.00	23,250.00	29,500.00	12,700.00		- 1	116,550.00	180,600.00	52,500.00	52,500.00	63,000.00	29,400,00		Month 3	
103,739.50	•	:	4,000.00	172.515.00	52,080.00	33,635.00	21,700.00		250.00	1,000.00	15,390.00	5,012.50	700.00	4,312.50		28.360.00	9.600.00	6.160.00	2 900 00	6,200.00		250.00	200.00	1,500.00	500.00	1,000.00		1,500,00	850.00	850 00	1,500.00	1,000.00	500.00	600.00	6,000.00	7,583.00	7,583.00	150.00		351,900.00	202,535.00	18.700.00	88.310.00	25,710.00	29,500.00	13,190.00		- 1	120,435.00	186,620.00	54,250.00	54,250.00	65,100.00	30,380,00		Month 4	
104,324.50	248,160.50	0.00	4,000.00	172.515.00	52,080.00	33,635.00	21,700.00		250.00	1,000.00	15,390.00	5,012.50	700.00	4,312.50		28.360.00	9.600.00	6.160.00	2 900.00	6,200.00		250.00	200.00	1,500.00	500.00	1,000.00		1,500,00	850.00	850.00	00.000,1	1,000.00	500.00	600.00	6,000.00	7,583.00	7,583.00	150.00		352,485.00	201,950.00	18.700.00	88.310.00	25,125.00	29,500.00	13,190.00		- 1	120,435.00	186,620.00	54,250.00	54,250.00	65,100.00	30.380.00		Month 5	
69.665.00	211,028.00	0.00	4,000.00	135.382.50	40,200.00	26,582.50	17,150.00		250.00	1,000.00	15,390.00	5,012.50	700.00	4,312.50		28.360.00	9,600,00	6.160.00	2900.00	6,200.00		250.00	200.00	1,500.00	500.00	1,000.00		1,500,00	850.00	850.00	00.000,	1,000.00	500.00	600.00	6,000.00	7,583.00	7,583.00	150.00				14,140,00	68 745 00	19,437.00	23,725.00	10,005.00		- 1	95,182.50	147,490.00	42,875.00	42,875.00	51,450.00	24.010.00		Month 6	
81.365.22	227,796.13	0.00	4,000.00	152.150.63	46,770.00	29,430.63	18,987.50		250.00	1,000.00	15,390.00	5,012.50	700.00	4,312.50		28.360.00	9 600 00	6.160.00	2 900 00	6,200.00		250.00	200.00	1,500.00	500.00	1,000.00		1,500,00	850.00	850 00	00.000,1	1,000.00	500.00	600.00	6,000.00	7,583.00	7,583.00	150.00		309,161.35	175,969.28	15.987.00	76 642 00	21,734.00	26,581.00	11,291.00		485,130.63	105,380.63	163,292.50	47,468.75	47,468.75	56,962.50	26,582,50		Month 7	
78.006.75	221,726.75	0.00		146.081.25	44,100.00	28,481.25	18,375.00		250.00	1,000.00	15,390.00	5,012.50	700.00	4,312.50		28.360.00	9 600 00	6.160.00	2 900 00	6,200.00		250.00	200.00	1,500.00	500.00	1,000.00		1,500,00	950.00	950 00	1,500.00	1,000.00	500.00	600.00	6,000.00	7,583.00	7,583.00	150.00		299,733.50	169,747.75	15.375.00	74 012 00	20,968.00	25,562.00	10,862.00		- 1	36,750.00	158,025.00	45,937.50	45,937.50	55,125.00	25,725,00		Month 8	
71.070.50		•	4,000.00	173.715.00	53,280.00	33,635.00	21,700.00		250.00	1,000.00	15,390.00	5,012.50	700.00	4,312.50		28.360.00	9.600.00	6.160.00	2 900.00	6,200.00		250.00	200.00	1,500.00	500.00	1,000.00		1,500,00	850.00	850 00	00.000,1	1,000.00	500.00	600.00	6,000.00	7,583.00	7,583.00	150.00		350,435.00	204,000.00	18.700.00	89.310.00	25,125.00	30,550.00	13,190.00		- 1	120,435.00	186,620.00	54,250.00	54,250.00	65,100.00	30.380.00		Month 9	
 71.070.50	•	-	4,000.00	173.715.00	53,280.00	33,635.00	21,700.00		250.00	1,000.00	15,390.00	5,012.50	700.00	4,312.50		28.360.00	9,600,00	6.160.00	290000	6,200.00		250.00	200.00	1,500.00	500.00	1,000.00		1,500,00	850.00	850.00	00.000,1	1,000.00	500.00	600.00	6,000.00	7,583.00	7,583.00	150.00		350,435.00	204,000.00	18,700,00	89.310.00	25,125.00	30,550.00	13,190.00		- 1	120,435.00	186,620.00	54,250.00	54,250.00	65,100.00	30.380.00		Month 10	
71.070.50	279,364.50	30,004.00	4,000.00	173.715.00	53,280.00	33,635.00	21,700.00		250.00	1,000.00	15,390.00	5,012.50	700.00	4,312.50		28.360.00	9,600,00	6.160.00	2900.00	6,200.00		250.00	200.00	1,500.00	500.00	1,000.00		1.500.00	850.00	850 00	00.006,1	1,000.00	500.00	600.00	6,000.00	7,583.00	7,583.00	150.00		350,435.00	204,000.00	18,700,00	89.310.00	25,125.00	30,550.00	13,190.00		- 1	120,435.00	186,620.00	54,250.00	54,250.00	65,100.00	30.380.00		Month 11	
71.070.50	279,364.50	30,004.00	4,000.00	173.715.00	53,280.00	33,635.00	21,700.00		250.00	1,000.00	15,390.00	5,012.50	700.00	4,312.50		28.360.00	9 600 00	6.160.00	2 900.00	6,200.00		250.00	200.00	1,500.00	500.00	1,000.00		1,500,00	950.00	850 00	1,500.00	1,000.00	500.00	600.00	6,000.00	7,583.00	7,583.00	150.00		350,435.00	204,000.00	18,700.00	89.310.00	25,125.00	30,550.00	13,190.00		•	120,435,00	186,620.00	54,250.00	54,250.00	65,100.00	30,380,00		Month 12	
1.014,646.47	3,005,716.38	120,016.00	48,000.00	1 977 954 38	603,150.00	383,954.38	247,712.50		3,000.00	12,000.00	184,680.00	60,150.00	8,400.00	51,750.00		340.320.00	115 200 00	73.920.00	34 800 00	/4,400.00		3,000.00	2,400.00	18,000.00	6,000.00	12,000.00		18,000.00	10,200.00	10 200 00	18,000.00	12,000.00	6,000.00	7,200.00	72,000.00	90,996.00	90,996.00	1,800.00		4,020,362.85	2,308,691.53	211,702.00	1 009 159 00	283,224.00	345,568.00	149,398.00		6,329,054.38	1,374,804.38	2,130,327.50	619,281.25	619,281.25	743,137.50	346,797,50		Year 1	

3 YEAR PRO FORMA

Elemental Wellness has taken an aggressive approach to its second year of operation and a much more conservative approach to year three. Elemental Wellness believes that as cannabis becomes more acceptable in the mainstream and as the Elemental Wellness brand becomes more widely known to the community of Marina. Elemental Wellness will make efforts to understand the core customer base in Marina and how to best communicate with those loyal clients. Some of the other assumed factors in the pro forma are:

- There will be a 20% increase in gross revenue for the second year of business as cannabis is accepted into the community of Marina, as Elemental Wellness understands the needs of its customers more clearly, and advertising mediums are made easier to manage.
- Elemental Wellness assumes a 3% increase in payroll expenses year over year based on normal cost of living increases and inflation. This number will be dependent on economic conditions.
- Elemental Wellness has allotted \$24,000 a year in year 2 of operation to donations to non-profits, community events, and other charitable funds. This number may fluctuate as it becomes a part of the local community of Marina.
- Elemental Wellness has not calculated the yearly licensing fees charged by the City as these may change once finally licensed. These fees will be taken out of the yearly Net Profit once calculated.
- There is population growth in the Marina of about .6% year over year which will have an impact on customer base.
- The County of Monterey Bay has a more significant increase of 1.5% year over year population growth. This will likely increase as more tech companies and their employees continue to move south in search of cheaper property.
- Elemental Wellness has efficiency of scale with its buying power which reduces its costs of goods sold.
- Elemental Wellness is fully integrated with licensed cultivation, distribution and manufacturing facilities throughout the state. This reduces the costs of goods sold in its various brands and products.

[3-year pro-form inserted on subsequent page]

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		TOTAL	
	Year 1	Year 2	Year 3
Ordinary Income/Expense			
Income			
CAPSULES/TINCCTURES/TOPICALS	346,797.50	416,157.00	466,095.84
CARTRIDGES	743,137.50	891,765.00	998,776.80
CONCENTRATES	619,281.25	743,137.50	832,314.00
EDIBLES	619,281.25	743,137.50	832,314.00
FLOWER	2,130,327.50	2,556,393.00	2,863,160.16
PRE-ROLLS	495,425.00	594,510.00	665,851.20
TAXES RECOUPED 27.75% OF RETAIL	1,374,804.38	1,649,765.25	1,847,737.08
Total Income	6,329,054.38	7,594,865.25	8,506,249.08
Cost of Goods Sold			
CAPSULES/TINCTURES/TOPICALS COG	149,398.00	179,277.60	200,790.91
CARTRIDGES COST	345,568.00	414,681.60	464,443.39
CONCENTRATES COST	283,224.00	339,868.80	380,653.06
EDIBLES COST	309,640.53	371,568.64	416,156.87
FLOWER COSTS	1,009,159.00	1,210,990.80	1,356,309.70
PRE-ROLLS COST	211,702.00	254,042.40	284,527.49
Total COGS	2,308,691.53	2,770,429.84	3,102,881.42
Gross Profit	4,020,362.85	4,824,435.41	5,403,367.66
Expense			
ALARM SERVICE	1,800.00	1,800.00	1,800.00
BANK FEES			
MERCHANT SERVICES FEES	90,996.00	109,195.20	122,298.62
Total BANK FEES	90,996.00	109,195.20	122,298.62
COMPUTER SOFTWARE	72,000.00	72,000.00	72,000.00
COMPUTER SUPPORT	7,200.00	7,200.00	7,200.00
DUES AND SUBSCRIPTIONS	6,000.00	6,000.00	6,000.00
COMMUNITY CONTRIBUTIONS	12,000.00	24,000.00	48,000.00
GENERAL LIABILITY INSURANCE	18,000.00	18,000.00	18,000.00
INSURANCE			
WORKMANS COMP	10,200.00	12,240.00	13,708.80
Total INSURANCE	10,200.00	12,240.00	13,708.80
LEGAL AND ACCOUNTING	18,000.00	18,000.00	18,000.00
MARKETING			
ADVERTISING	12,000.00	12,000.00	12,000.00
GRAPHIC DESIGNER	6,000.00	6,000.00	6,000.00
Total MARKETING	18,000.00	18,000.00	18,000.00
Meals and Entertainment	2,400.00	2,400.00	2,400.00
Office Supplies	3,000.00	3,000.00	3,000.00
PAYROLL			
GENERAL MANAGER	74,400.00	76,632.00	78,930.96
INVENTORY CONTROL	42,000.00	43,260.00	44,557.80
RECEPTION	34,800.00	35,844.00	36,919.32
SECURITY	73,920.00	76,137.60	78,421.73
SALES	115,200.00	118,656.00	122,215.68
Total PAYROLL	340,320.00	350,529.60	361,045.49
PAYROLL EXPENSE			
PAYROLL TAXES	51,750.00	53,302.50	54,901.58
PAYROLL EXPENSE - Other	8,400.00	8,652.00	8,911.56
Total PAYROLL EXPENSE	60,150.00	61,954.50	63,813.14
RENT	184,680.00	184,680.00	184,680.00
Repairs and Maintenance	12,000.00	12,000.00	12,000.00
SUPPLIES			3 000 00
	3,000.00	3,000.00	3,000.00
TAXES	3,000.00	3,000.00	3,000.00
TAXES CITY CANNABIS TAX			
CITY CANNABIS TAX	247,712.50	297,255.00	332,925.60
CITY CANNABIS TAX CITY SALES TAX	247,712.50 383,954.38	297,255.00 460,745.26	332,925.60 516,034.69
CITY CANNABIS TAX CITY SALES TAX EXCISE TAX	247,712.50 383,954.38 603,150.00	297,255.00 460,745.26 723,780.00	332,925.60 516,034.69 810,633.60
CITY CANNABIS TAX CITY SALES TAX EXCISE TAX STATE CANNABIS TAX	247,712.50 383,954.38 603,150.00 743,137.50	297,255.00 460,745.26 723,780.00 891,765.00	332,925.60 516,034.69 810,633.60 998,776.80
CITY CANNABIS TAX CITY SALES TAX EXCISE TAX STATE CANNABIS TAX Total TAXES	247,712.50 383,954.38 603,150.00 743,137.50 1,977,954.38	297,255.00 460,745.26 723,780.00 891,765.00 2,373,545.26	332,925.60 516,034.69 810,633.60 998,776.80 2,658,370.69
CITY CANNABIS TAX CITY SALES TAX EXCISE TAX STATE CANNABIS TAX Total TAXES Utilities	247,712.50 383,954.38 603,150.00 743,137.50 1,977,954.38 48,000.00	297,255.00 460,745.26 723,780.00 891,765.00 2,373,545.26 48,000.00	332,925.60 516,034.69 810,633.60 998,776.80 2,658,370.69 48,000.00
CITY CANNABIS TAX CITY SALES TAX EXCISE TAX STATE CANNABIS TAX Total TAXES Utilities Loan Payment	247,712.50 383,954.38 603,150.00 743,137.50 1,977,954.38 48,000.00 120,016.00	297,255.00 460,745.26 723,780.00 891,765.00 2,373,545.26 48,000.00 360,048.00	332,925.60 516,034.69 810,633.60 998,776.80 2,658,370.69 48,000.00 360,048.00
CITY CANNABIS TAX CITY SALES TAX EXCISE TAX STATE CANNABIS TAX TOTAL TAXES Utilities Loan Payment Total Expense	247,712.50 383,954.38 603,150.00 743,137.50 1,977,954.38 48,000.00 120,016.00 3,005,716.38	297,255.00 460,745.26 723,780.00 891,765.00 2,373,545.26 48,000.00 360,048.00 3,685,592.56	332,925.60 516,034.69 810,633.60 998,776.80 2,658,370.69 48,000.00 360,048.00 4,021,364.73
CITY CANNABIS TAX CITY SALES TAX EXCISE TAX STATE CANNABIS TAX Total TAXES Utilities Loan Payment	247,712.50 383,954.38 603,150.00 743,137.50 1,977,954.38 48,000.00 120,016.00	297,255.00 460,745.26 723,780.00 891,765.00 2,373,545.26 48,000.00 360,048.00	332,925.60 516,034.69 810,633.60 998,776.80 2,658,370.69 48,000.00 360,048.00

MARKET STUDY

Elemental Wellness aims to stay on top of the industry and in line with market trends, demands, and requirements as the legal cannabis industry continues to grow and take over the blackmarket operations that jeopardize the value and significance of legalized cannabis in the California.

We do so by studying our own sales trends and listening closely to feedback from our community and industry peers. This allows us to stay ahead of the curve and consistently adapt and grow as the market requires. We maintain a profitable cannabis retail store by studying our P&L data to see where we can make adjustments to increase sales, without decreasing customer satisfaction.

Some tools we utilize to study market trends are reports by data analysts, peer reviewed research, and reliable news sources that report on verifiable facts and figures we know we can trust.

WE HAVE BROKEN DOWN OUR MARKET-STUDY TO FOCUS ON A FEW OF THE KEY AREAS OF IMPORTANCE TO OUR BUSINESS PLAN:

Who is our target market?
What products do they desire?
How can we best reach our community and target market?

To see an example of how we approach answering these questions, we have included a few examples of key data sources we often utilize that gather evidence annually for markets across the State and the country. These resources give a glimpse of how we approach our Wellness Center mentality, product offering, and community outreach program.

CONSUMER DATA

While it is commonly known that the key demographic of cannabis users are males in their twenties-thirties, what many people do not know is that the Baby Boomer generation is the biggest cannabis spending generation, on average spending 53% more than Generation Z. In fact, last year "First-time cannabis consumers grew by 140% thanks to adult use legalization. While average consumer age is 31, Baby Boomers were one of the fastest growing segments, increasing by 25% over the past year... Veterans account for 3% of cannabis consumers; the disabled account for 11%... Women also advanced in the cannabis market. The number of female cannabis consumers in 2018 nearly doubled over 2017, replicating a 3% market share growth for the third consecutive year. Females now make up 38% of cannabis consumers." [FORBES: In 2018 U.S. Consumers Ordered Cannabis Every 18 Seconds"]

City of Marina population estimates from the United States Census Bureau inform that as of 2018, roughly 50.4% of the population is female, and 14% of the population is over 65 years of age. That means that in the City of Marina, new statistics suggest roughly 65% of the population falls into the two highest emerging consumer demographic. Elemental Wellness would utilize this data to appeal to the needs and desires of the female and elderly medical and recreational consumers that capture a large portion of the Marina market.



WHAT DRIVES CONSUMER DECISION MAKING?

Consumers are STRONGLY influenced by familiarity/recommendations...

It is something I have used before (60%), Friend/Family Recommendation (45%), Budtender Recommendation (41%)

©2019 BDS Analytics

BDS Analytics

50%

are LARGELY influenced by the convenience of the consumption form when choosing a product

... qualifying as a top 5 influencer

THUS DOLLAR SALES.... +67% VAPE

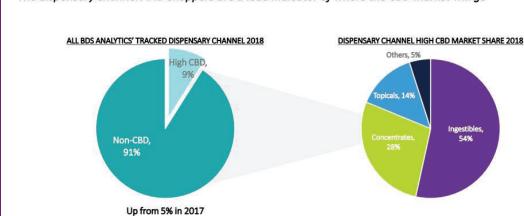
EDIBLES +28%





What we see in consumer claimed purchasing in the general market mirrors regulated dispensary channel dollar sales

The dispensary channel AND shoppers are a lead indicator of where the CBD market will go

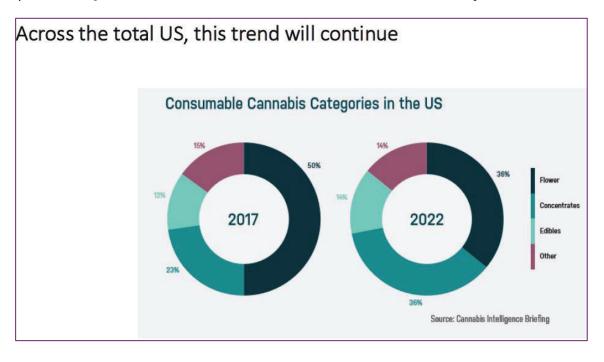


POPULAR PRODUCTS

Gummies Live Resin Vape Pens CBD Tinctures Chocolate CBD Gummies

More than 30% of all cannabis sales in California in 2018 were vapes. We should expect other states to follow California's lead with surging vape sales in 2019. Low-dose products, designed to attract new consumers to the cannabis space, will start to make a showing this year. That includes ready-to-consume edibles, beverages and vapes. Distillate oils, which are virtually odorless and tasteless, offer versatility and potency. Look for them to contribute to an explosion of new cannabis-infused products. At the same time, we'll see flower sales start to decline as a percentage of total sales, as vapes and infused products eat away at the category. The beverage category will also make a lot of noise in 2019. It's going to be a hot topic and will get some additional traction. However, despite the hype, it probably won't get a lot of actual market share until 2020 or 2021. It will take time to fine-tune beverages, but they are expected to be a \$600 million business by 2022. [FORBES "Budding Cannabis Trends in 2019]

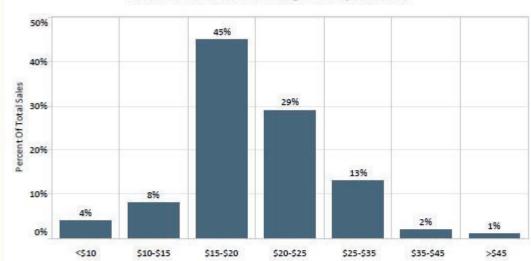
For the first time ever, vapes are more popular than flower in California. Sales of vapes grew 69 percent by the end of the first quarter of 2018, making vapes the fastest growing high-THC cannabis products in California. More generally, cannabis oil of all types is a booming market. First quarter data shows CBD vape sales rose a staggering 105.5 percent, driven by consumers are choosing cannabis oil over flower for a cleaner, more convenient experience. The current CBD boom is expected to continue into 2019, creating an even bigger recreational and medicinal vape market. [SCOTT MCGOVERN "6 hottest Cannabis Products in 2019"]



SUCCESS FACTORS

CHART 4.10: Breakdown Of Edible & Beverage Sales By Item Price

Breakdown Of Edible & Beverage Sales By Item Price



Note: Data from combined January and February 2019 recreational sales in California, Colorado, Nevada and Washington.

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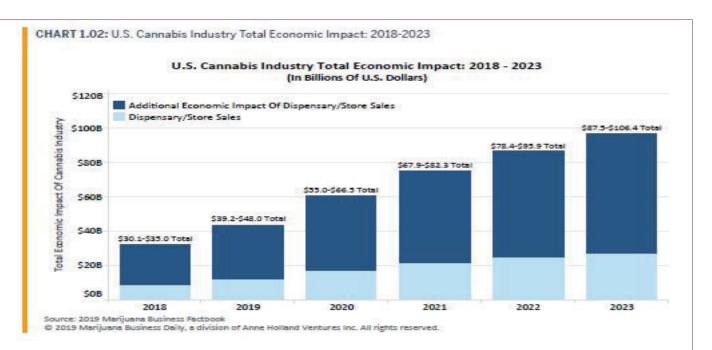
While edibles and infused product manufacturers aren't necessarily competing solely on price, it is still a major factor in consumer purchasing decisions. Nearly half of edible and beverage sales occur in the \$15 to \$20 price range, with 74% of sales within the \$15 to \$25 range. A proportion of consumers are willing to pay a little more for beverages and edibles in the \$25 to \$35 range, but overall, very few sales occur at price points above \$35 or below \$15.

When introducing a new product, coming in at a higher price point requires a differentiator that clearly sets the product apart from others and focuses on what the high-end segment of the market wants. This may include factors such as small-batch edibles handcrafted items with organic ingredients or a nonalcoholic beverage crafted in partnership with a well-known and respected brewery.

Some manufacturers will deliberately enter the market at a low price point, attempting to gain widespread adoption with retailers to grow market share. Once established, the company can raise prices and offer other higher-margin products to consumers.

ECONOMIC IMPACT OF THE REGULATION OF COMMERCIAL CANNABIS

"For every \$1 that consumers and patients spend at recreational stores and dispensaries, an additional \$2.50 will be injected into the economy, much of it at the local level."



The marijuana industry has a large—and growing—impact on the broader economy, from local communities to the nation as a whole.

To measure an industry's economic impact, traditional macroeconomic multipliers typically range between 10 and 20 times the original dollar spent. Based on the latest data collected from other industries, we have maintained last year's standard multiplier of 3.5 for the marijuana industry.

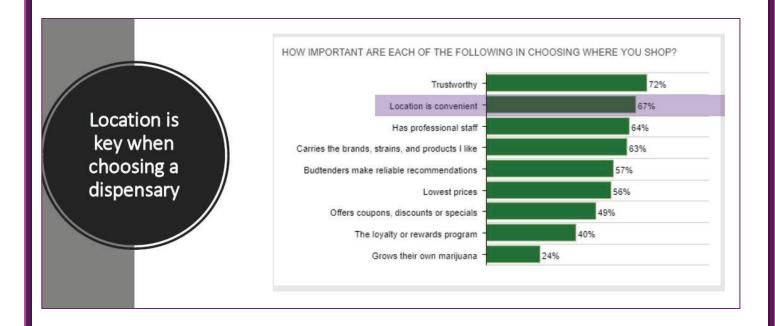
This means that for every \$1 that consumers and patients spend at recreational stores and dispensaries, an additional \$2.50 will be injected into the economy, much of it at the local level.

Some examples of the industry's economic impact include:

Day-to-day needs of workers in the cannabis industry—everything from big-ticket items including housing and transportation, to lesser everyday costs such as food, clothing and entertainment—leads to the injection of capital into a variety of local businesses.

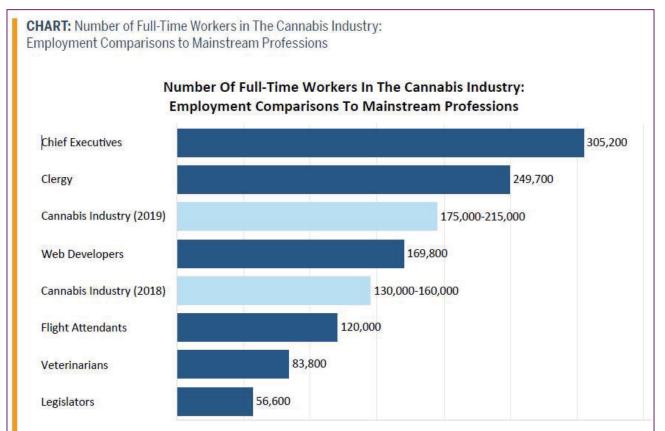
Collectively, marijuana businesses, consumers and patients pay hundreds of millions of dollars in state and local taxes that have been used to fund state and local government activity, including funding schools and repairing roads.

Real estate, beyond housing for cannabis workers, receives a boost from new businesses moving into an area or established businesses expanding, increasing broader demand on a sometimes-limited supply of commercial properties.



By encouraging customers to stay local, trust their Elemental Wellness family, and have confidence in the quality and availability of their favorite products, Elemental Wellness ensures the financial benefit of legal commercial cannabis business is felt at home.

- Job Creation
- Increased housing
- Enhanced local business by increased shopping presence, need for ancillary services from local providers, and influx of tax revenue to fund local programs and infrastructure projects.



Note: Cannabis industry employment figures calculated using number of full-time equivalent workers that support the marijuana industry. Source: U.S. Bureau Of Labor Statistics Employment Projections: 2016-2026. Projections includes both full- and part-time workers in 2019. © 2019 Marijuana Business Daily, a division of Anne Holland Ventures Inc. All rights reserved.

PROMOTES HEALTH AND WELLNESS, HEALING, RESPONSIBLE CONSUMPTION

Our mission to create a WELLNESS CENTER is not happen-stance. Our business founders and leaders have seen the direct beneficial impact cannabis use does for a wide-range of medical and holistic purposes. We promote taking ones health into their own hands, and the recognition of this is something we breed in our company culture. We know that there are many reasons a person may decide to utilize cannabis, so our staff is prepared to discuss each customer's needs, and get to the heart at the customers wellness goals and desires.



IN-STORE AMENITIES AND PROGRAMS

Elemental membership includes free in-store amenities and programs







- Elemental Wellness provides its members with in-store amenities and programs designed to engage consumers
- · Programs provide tax benefits to the company
- Programs and services include: yoga and grow classes, massages, events, speakers and product demonstrations

elemental

COMMUNITY BENEFITS

The presence of Elemental Wellness in the Marina community is not limited to access to cannabis and cannabis products. As outlined in other sections of this application, we are committed to creating an overall Wellness Center that promotes a healthy approach to living all around. This includes mental health, physical health, and spiritual health. There are many ways our business will be able to facilitate and be a catalyst for the facilitation of overall wellness. We may do so with our additional wellness programs, such as yoga courses, massage therapy, educational seminars and information meetings, access to safe, clean, and top of the line cannabis, a warm and inviting atmosphere, friendly staff, and volunteers committed to bettering their neighborhoods.

We are committed to giving a percentage of our annual gross revenue back to Marina for use on social and wellness events where funding and/or awareness is needed. As we rally together to aid City causes, we will negotiate with the City on an appropriate percentage of revenue to donate to a community benefits fund. These quarterly or annual donations will create a fund that may be used to pool the necessary resources for upcoming events, drives, education sessions, and more.

Elemental Wellness will also reach out to local community organizations to assess the community's attitude regarding its operations in the community. Elemental Wellness will make every effort to stay informed of and attentive of the issues affecting the community and will do its best to deploy its resources to assist community leaders in dealing with these issues.

DAY TO DAY OPERATIONS

RETAIL STORE AND DELIVERY OPERATIONS

Our vision for Elemental Wellness is to create a welcoming, warm and embracing Adult-use and Medical Cannabis Retail store in Marina City. Our preferred location offers convenient public transport options, on-site parking and nearby major access roads, whilst the building itself can be readily and safely secured and managed. We will also operate delivery vehicles, which will function through the use of a technology platform designed to receive and verify online orders for delivery to end consumers at a legally permitted delivery location, such as a personal residence. We will take extreme care to verify addresses prior to accepting deliveries, and at no time shall deliveries be made to mobile customers, such as to a car, or on the street. Our extensive detailed delivery procedures are contained within their own section towards the end of this application; our security and quality control procedures are robust and training is prioritized. Elemental Wellness treats delivery safety and security as it does its retail facility.

Hours of operation for the retail and delivery operations will be from 9a.m. – 9p.m. Sufficient time will be allowed for end of day deliveries, and only deliveries that can be completed before close of business day will be accepted. In general, staff will be trained to stop taking delivery ordered for fulfilment at 8p.m.

Elemental Wellness will serve to enhance the cannabis experience, choice and values of the Marina City community, offering an experience catering to the needs, expectations and wants of the local adult-use and medical patient caregiver clientele.

Local patients will have the option to experience cannabis at our Retail store which will have an innovative \$20.00 shelf – an initiative that keeps cannabis democratic, tackles the black market and responsibly serves a limited amount of cannabis to this audience which will have a strong appeal to new adult-use and medical patients.

We have built our business model on 4 core value propositions:

Delivering Unmatched Cannabis Care: We aspire to offer the most caring cannabis experience in the market – focusing on holistic wellness, health and healing through balance and plant based medicine. That's our brave ambition at least.

Highest Product and Quality Service Available: We will only ever sell products that align with our mission and values – clean, tested, compliant, honest, crafted with integrity and care.

Being Locally Relevant: Whilst we are a globally outward looking cannabis culture business, every operation that we are involved with has a strong focus on building a localized footprint – we carry this approach forward in every aspect of the business from attempting to work with local

suppliers through to having a preference for hiring local staff, building a locally relevant business plan and working with local community organizations.

Respecting Diversity and Accessibility: We value and encourage diversity, inclusiveness and accessibility for all.

Elemental Wellness will have 2 clearly defined consumer segments that we will market the Retail store to:

- 1. Price-Focused Local Residents: Lower pricing doesn't mean we have to sacrifice quality it just means we have to work harder to source fair products at great prices for the consumer. That's why we support initiatives like Red Crow Cannabis, a Native American producer of high-quality Tribal-Grown outdoor cannabis, and Humboldt's Finest, a craft producer of some of the best concentrates available on the market.
- 2. Quality-Focused Local Residents: California is a world leading centre for excellence when it comes to cannabis products and culture. Our relationships with brands like Wonderbrett, Kiva and Cali KUSH, allow us to access exclusive and limited release products.

To drive sales, we will offer a number of in-store shopping experiences:

- 1. Grab-and-Go: For regular consumers that know what they want, this counter allows them to enter the store and be out within 2-minutes.
- 2. Bud-Tender Service: Less regular consumers have the option of interacting with our experienced and knowledgeable bud-tenders. We will have a Master Bud-Tender on the floor at all times this 'expert' shall be recruited from a health and wellness background with formal training in either human anatomy, chemistry or plant science so that they can deliver a more advanced knowledge base.
- 3. 1-on-1 Shopping: Our Retail store will have 2 private shopping nooks with a full range of products so that shoppers can easily ask questions in a more private setting. This 'experience' is adopted from a Retail store that inspired us in Colorado Botanica. We found the experience highly enjoyable and based on the experience from this Retail store, shoppers using this service increase their basket size +25% on average.

CUSTOMER INTERACTION

The Role of The Retail Team

The overarching purpose of the Retail Team is to act as an ambassador for customers and the facility, to educate and inform customers about the facility and activism within the cannabis community, and to ensure Elemental Wellness is in strict compliance with all city, county, state, and federal regulations about customer registration and facility access.

"CUSTOMER CARE" VS RETAIL

Elemental Wellness has a unique specialized service relationship with their customers. We differ from other retail industries in the sense that, in addition to moving through sales in an efficient manner, it also requires increased sensitivity to individual customer needs. The methods utilized by the team at Elemental Wellness to ensure this level of sensitivity and care, are:

- Customers are more important than staff conversations. When a customer approaches, all staff conversations must stop IMMEDIATELY and the customer's needs attended to immediately. This ensures that customers feel absolutely cared for and never as if they are "interrupting" an Elemental Wellness Staff Member.
- Kindness, warmth, & focus. Ensure that every customer is treated with kindness, warmth, and focused attention.
- Actively listening. Listen to customers very carefully to carefully determine their individual needs.
- Knowledge of the products. Have extensive knowledge of cannabis laws and legal/license requirements, customer limits, local and state regulations, etc., and constantly further that knowledge through personal study and research so that you can confidently guide customers through their experience at Elemental Wellness.
- Separate work & personal life. Maintain a separation of their personal and work lives so that they are calm and focused for customers.

CONTINUOUS LEARNING

There are several skills within the Retail Team that are straightforward, such as checking in an existing customer into the customer database. Once learned, these basic skills need minimal or no further development. Yet, working at Elemental Wellness, there are additional, important skills that should be continuously developed and improved over time. Elemental Wellness Budtenders must continuously deepen their knowledge of laws and regulations, as well as customers' rights, regarding the cannabis industry locally, statewide, and federally. In addition, associates will continuously grow their ability to effectively interact with all types of customers and all kinds of situations in a way that makes customers feel cared for and taken care of.

RETAIL TEAM STRUCTURE

The Retail Team is comprised of three main "stations:"

- Customer Reception
- New Customer Orientation
- Holistic Services

When scheduled in the Retail Team, associates will primarily be assigned to work either Customer Reception or New Customer Orientation, and may switch between those stations throughout a shift when directed by their supervisor. All Elemental Wellness Budtenders should be able to perform all job functions of these stations.

In addition to Customer Reception and New Customer Orientation, all Elemental Wellness Budtenders are required to perform a limited number of tasks pertaining to Holistic Services. There are other tasks associated with this station that are considered advanced skills and will be taught to individual Elemental Wellness Budtenders as deemed appropriate by the Retail Store Manager.

Aside from the three main stations in the Retail Team, there is also one official Retail Store Manager on duty. Only Elemental Wellness management personnel may fill the role of Retail Store Manager. The Retail Store Manager is the go-to person for the Retail Team and is responsible for overseeing all the Retail Team tasks and staff during the shift. This person is also the main contact for customer questions and/or complaints, as well as visitor and media inquiries.

CUSTOMER RECEPTION

When customers enter the facility, they are greeted by a uniformed security guard. This guard visually inspects the customer's state-issued ID. Security will be trained to recognize false identification. If the information appears to be current and valid, the security guard will direct the customer to the reception desk. If the documents appear to be incomplete, out of date, or otherwise invalid, the security guard will explain the reason for denial of entry and politely request that the person return when they have all the necessary documentation.

Once the customer reaches the reception desk, office staff requests the customer's ID and, if applicable, their recommendation for cannabis for verification. The customer is also given a copy of the Elemental Wellness New Customer Form to review and sign while he or she is waiting for verification. A digital copy is made of each customer's photo ID and, if applicable, their recommendation for cannabis, to create a customer file (if one does not already exist).

Budtenders will be responsible for consulting and advising qualified patients about their Cannabis recommendations, and adult-use and medical patients about their options for products, and products and accessories sold at Elemental Wellness. Budtenders will be responsible for checking a patient's recommendation, records, to see how much and what kind of product that customer or patient is allowed to be dispensed. The duties listed are not exhaustive, and additional

responsibilities may be assigned by the Retail Store Manager or other members of the management team.

Once verified, the Customer is must fill out our New Customer Form. The New Customer Form collects data including name, date of birth, and contact information, but also asks the customer to agree to a series of statements, including but not limited to:

- Agreement to not distribute/exchange cannabis to/with non-customers
- Agreement to not use cannabis for non-adult-use and medical use
- Agreement to follow all Elemental Wellness rules and regulations
- Agreement to keep Elemental Wellness up-to-date to any changes in customer status
- Agreement to follow all state and local laws regarding cannabis possession and use

A digital copy of the signed New Customer Form is maintained, and the customer is given a copy for their records. This ensures customers have access to their New Customer Form, and to the policies and responsibilities that come along with Elemental Wellness customer.

Customers will then be given an orientation and tour of the facility by office staff. Office staff verbally informs the customer of the general process of using the facility services, including alternative health programs and other customer services, and gives the customer additional written documentation including rules and various handouts regarding services and customer opportunities. Once orientation is complete, the customer is then allowed to approach the facility counters and purchase cannabis medications and other products.

CUSTOMER RULES

- No customer shall consume any cannabis on property.
- No customer shall be allowed onto facility property that appears to be under the influence of cannabis, alcohol, or other drugs.
- No customer shall be allowed to bring any guest onto property.
- No customer shall sell, exchange, display, present, give, trade, barter, or otherwise release control and/or allow use of their cannabis purchase to any other customer, except to return their purchased products to an authorized representative of Elemental Wellness.
- No customer, employee, or guest shall behave in an aggressive manner toward any other customer, employee, or guest.

PRODUCTS AND SERVICES

A list/description of the general products and services the business will provide.

Product Type	Description
Dried Cannabis: Sativa, Indica, &	Raw Cannabis Flower will be sold in a mix of Indica and Sativa depending on client demand. Indica is known to reduce nausea,
Hybrids	increase appetite and fight depression while Sativa is known for its uplifting effects that energize clients with strong cerebral effects. Finished, dried, manicured, cured Cannabis will be sold in .5g increments. Elemental Wellness plans to begin with 25-50 medicinal varieties of Cannabis.
Edibles	A Cannabis edible is a THC-infused product that can be consumed by the client. Infusing Cannabis into foods is a long-practiced and very effective method to use Cannabis as medicine. Elemental Wellness plans to offer several different edible product
	lines to cater to the various, nutritional, financial and taste needs of clients. Infusing Cannabis into foods is a long-practiced and very effective method to use Cannabis as medicine. Careful dosing is important. Edibles can be used as effectively as smoking or vaporizing.
	This may include beverages, coffees, pastries, chocolates, and gummies. Edibles can be as effective as smoking or vaping.
Concentrates	This type will ensure clients have a variety of consumption methods that suit each person's needs and lifestyle. Our line is designed to provide high levels of cannabinoids and THC in a readily accessible form which provides instant relief for serious conditions.
Tinctures	A Cannabis tincture is a cannabis-based extract that is infused with alcohol. Typically, the flowers and trim leaves are used. This product provides easy dosing for clients with rapid absorption. This line is designed to make dose control easy for clients, with rapid absorption and effect. Tinctures can be flavored for better taste.
Topicals	Topicals are ideal for assisting clients who are arthritic or have aching injuries. Topicals have an analgesic and anti-inflammatory effect to reduce or eliminate pain. These will be developed in the forms of sprays or lotions.
Dispensing Devices	Customers will be able to purchase the dispensing device associated with the Cannabis product that is purchased. This will include bongs, vape pens, bowls, pipes, and papers.

ONLINE ORDERING SYSTEM

Elemental Wellness will use Proteus420 for its online ordering system. Elemental Wellness looks forward to using the program for its Marina retail dispensary. Proteus420 allows Elemental Wellness to provide customers with an up-to-date menu of offerings, pricing, and any promotional information. For example, customers are able to easily browse current offerings and compare prices side-by-side.

The interface is simple and intuitive – allowing users to select a product, select an amount, and place an order. Proteus420's order confirmation process provides customers with an overview of their order, including products, quantity, pricing, an opportunity to enter a promotional code for a discount if applicable, and an opportunity to provide Elemental Wellness staff with instructions regarding the order.

One of the benefits of Elemental Wellness's online ordering system through Proteus is that it has a built-in customer education component. There are materials that provide a broad overview of cannabis-related information as well as very specific information about unique cannabis strains or cannabis products that customers may be interested in.

ONGOING COMMITMENT TO MEDICAL CANNABIS

Elemental Wellness has an enduring and ongoing commitment to ensure medical cannabis products are available to qualifying patients. We will work with the City to ensure that the Monterey County patient population is able to meet their needs.

CONSUMPTION OR USE PROHIBITED ON-SITE

Elemental Wellness acknowledges that it is unlawful for any person or entity:

- To sell, give, exchange, dispense or distribute cannabis or cannabis products for on-site consumption, use or sampling on any business premises; or
- To consume or use cannabis or cannabis products, whether by smoking, vaping, inhaling, eating, drinking or any other means:
- in, on or about the premises of any Commercial Cannabis Business;
- in, on or about any publicly owned or operated property; any place open to, or accessible by the public; any place smoking is prohibited; or any place visible from any public place with normal unaided vision.
- in on or about any other business, club, cooperative or commercial event, regardless if open to the public or only to members, ticket holders or event invitees;

• any location where an entry or other fee is charged to attendees or to the host or where a thing of value or consideration is received or exchanged, directly or indirectly, for or related to the provision of cannabis.

CONCURRENT ALCOHOL OR TOBACCO SALES OR SERVICE PROHIBITED

Elemental Wellness will not dispense, serve, store, give away or consume, or cause or permit the sale, dispensing, serving, giving away or consumption of alcoholic beverages or tobacco in or on the premises of Elemental Wellness.

Elemental Wellness will not conduct any Commercial Cannabis Activity at any location where alcohol is sold or served.

MINORS

Minors will not be allowed on Elemental Wellness premises, even if accompanied by a parent or guardian. No person under 21 years of age will be allowed on Elemental Wellness premises. Every entrance to Elemental Wellness premises will be clearly and legibly posted with the following notice: "ENTRY ONTO THESE PREMISES BY PERSONS UNDER 21 YEARS OF AGE IS PROHIBITED BY LAW. VALID PHOTO ID REQUIRED." Each letter of the notice will be at least two inches high and clearly visible. Elemental Wellness will not employ any person who is not at least twenty-one (21) years of age.

PROHIBITED SALE OF CANNABIS PRODUCTS OR CANNABIS ACCESSORIES BY VENDING MACHINE

Elemental Wellness will not locate, install, keep, maintain or use, or permit the location, installation, keeping, maintenance or use on his, her or its premises of any cannabis vending machine used or intended to be used for the purpose of selling any cannabis products or cannabis accessories therefrom.

Elemental Wellness will not sell, offer for sale, or display for sale any cannabis product by means of a self-service display or vending machine. All cannabis products will be offered for sale exclusively by means of vendor/employee assistance.

"Vending machine" means any electronic or mechanical device or appliance the operation of which depends upon the insertion of money, whether in coin or paper bill, or debit or credit card,

or other thing representative of value, which device or appliance dispenses or releases cannabis, cannabis product(s) and/or cannabis accessories.

ADVERTISING PLACEMENT

Elemental Wellness will comply with applicable State and City regulations on the printing, publishing, advertising, or dissemination of materials related to its cannabis business, and will receive permission from City officials before launching any marketing or advertising campaign. We will adhere in a minimum to the following State and City regulations on the placement of advertising:

Any advertising or marketing placed in broadcast, cable, radio, print, and digital communications:

- Shall only be displayed where at least 71.6 percent of the audience is reasonably expected to be 21 years of age or older, as determined by reliable up-to-date audience composition data; and
- Shall not use any depictions or images of minors under 18 years of age.
- Upon request, Elemental Wellness will provide to the Bureau audience composition data as required in subsection (a) of this section for advertising or marketing.

This information will be provided to the Bureau within the time specified by the Bureau.

• If the Bureau determines that audience composition data for advertising or marketing provided by Elemental Wellness does not comply with the requirements of subsection (a) of this section, or Elemental Wellness fails to provide audience composition data to the Bureau within the time specified by the Bureau, Elemental Wellness will remove the advertising or marketing placement in question.

MARKETING GOALS

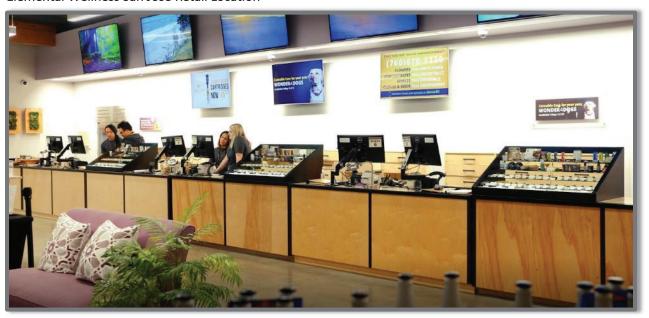
Our core marketing goals from the plan and strategies we have developed are:

- 1. Build hype, intrigue and desire for the Dispensary business through a clever mix of branding, social media and local community engagement.
- 2. Drive top of mind awareness through an always-on digitally focused social media and content strategy.
- 3. Create loyalty to Elemental Wellness brand by delivering and living our core value proposition the world's most caring cannabis experience.

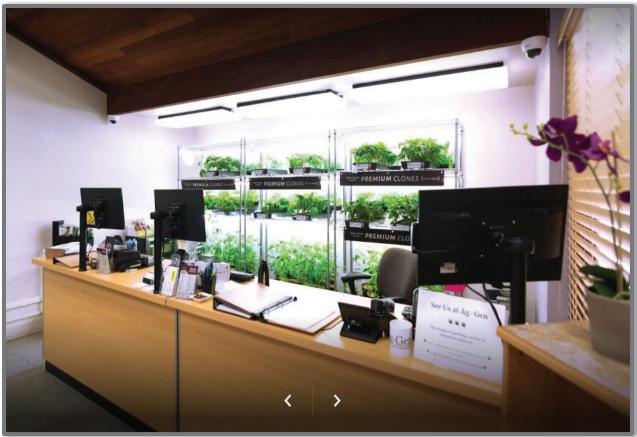
PRODUCT DISPLAY

At the Elemental Wellness San Jose retail center, we take great care in keeping the flow and crowd under control at all times. We have strategically placed various product displays throughout different tables, counters, and areas, so that the sales floor is never congested, security can control the safety and security of patrons and products, and our customers are kept genuinely interested in the cannabis products and ancillary merchandise we have to offer. Below are some photo examples of how we display products behind protected display cases, and under control of the budtenders at all times.

Elemental Wellness San Jose Retail Location



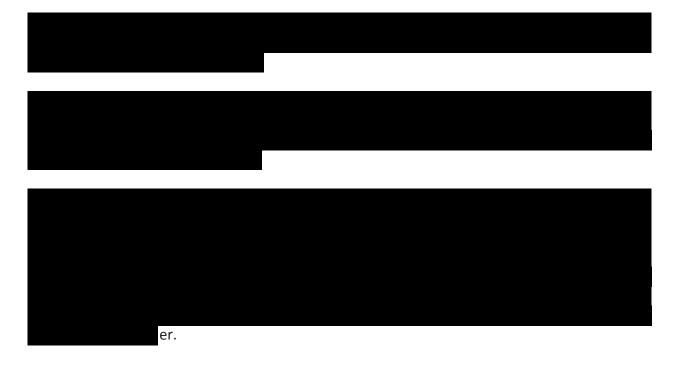








DESCRIPTION OF FACILITY COUNTER



LITERATURE DISPLAY RACK (LDR)

Customer Reception is responsible for ensuring that the Literature Display Rack (LDR) is:

- Organized and well-stocked with flyers, magazines, and booklets (extra materials are stored in Elemental Wellness office)
- Neat & clean
- Free of unapproved materials that have NOT been personally approved by the CEO (sometimes customers will leave materials behind)

LITERATURE DISPLAY POLICY

Elemental Wellness frequently receives requests to put out postcards/flyers from various organizations and businesses. The literature display policy is as follows:

- All materials must be personally approved by the Retail Store Manager prior to placement.
- If Budtenders receive a request to place materials in the facility, they will bring a copy of the flyer/postcard to the Retail Store Manager for approval before placing on display.
- If Budtenders notice any suspect postcards (customers sometimes place them without asking), please bring it to the Retail Store Manager's attention for verification or removal.

CONFORMANCE TO LOCAL AND STATE LAW

Elemental Wellness will ensure:

- Adherence to the City Manager's office authorizing the establishment of additional rules, regulations and/or standards governing commercial cannabis licensed business, and ensure adopting of said rules, regulations, and/or standards into the business's practices.
- Strong and meaningful relationships are established with the Marina City community, especially with those directly impacted in the vicinity of the establishment. Elemental Wellness will be sure to work with other City cannabis business owners to establish a local association of Cannabis Businesses to communicate with the community in general and residents and other businesses closely adjacent to active Cannabis Businesses, represent the Cannabis Businesses before the City Council and city, seek for opportunities to support worthy individual and community needs, create opportunities for the public to better understand the operations and contributions of the industry.
- All fees, taxes, and payments due are rendered timely and accurately.
- Any and all inspection or enforcement measures taken by the City Police, Fire, Manager, or any of their agents, in not impeded in any way, and the facility and all company records will be made readily accessible to City officials immediately with or without request, no matter what time of the day.

CITY PERMIT AND STATE LICENSE REQUIRED

Elemental Wellness will not own, conduct, manage, operate, engage or participate in, work or volunteer at a Commercial Cannabis Activity or Commercial Cannabis Business that does not have a valid Permit issued pursuant to this chapter and other City permits or licenses required by this Code, in addition to the appropriate license(s) required by state law to conduct the Commercial Cannabis Activity. Any Commercial Cannabis Business or Commercial Cannabis Activity conducted without all required City and state permits and licenses is prohibited and unlawful and is hereby declared to be a public nuisance.

OWNER CRIMINAL RECORD

Elemental Wellness, will ensure that:

- None of its officers, directors or owners, or any person listed in the application, has been convicted of any felony or offense referenced in Business and Professions Code Section 26057; or
- Has been subject to fines, penalties, or sanctions for cultivation or production of a controlled substance on public or private lands or for unauthorized commercial cannabis activities as specified in Business and Professions Code Section 26057; or

• Has had a commercial cannabis license suspended or revoked by the State of California or any city or county in any state, within the three years preceding the date the application is filed, or is ineligible to apply for a state cannabis license.

Elemental Wellness will ensure that no person listed on the application is a licensed physician making patient recommendations for adult-use and medical or medicinal cannabis pursuant to State law.

Elemental Wellness will ensure that no person listed in the application is less than twenty-one (21) years of age.

ADOPTING REQUIREMENTS

Elemental Wellness is enthusiastic at the opportunity to own and operate a commercial cannabis adult-use and medical retail location in the City of Marina. As demonstrated throughout this application, we are thoroughly prepared to take the necessary measures to ensure our operation is among the highest caliber of operators in Monterey County. Elemental Wellness retail operators have already gained a positive reputation in their operations of other Cannabis Retail locations, described previously in the ownership section of the Operations Plan. Elemental Wellness will carry that same dedication to quality product offerings and top-rated customer service to its adult-use and medical patrons in Marina City. We are prepared with extensive Standard Operating Procedures that have a long-standing success rate, that will ensure the retail store remains compliant with all local and state regulations and best industry practices.

Monitoring Compliance

To best monitor compliance with local and state regulations, we will focus on:

- 1. Staff Training
- 2. Audits
- 3. Inventory Control Systems
- 4. Product Testing
- 5. **Security**

Implementation and Enforcement

To best implement and enforce business compliance, Elemental Wellness will utilize an in-depth system of controls and monitoring to safe-guard the safety and security of the facility, personnel, customers, and products. Security personnel will play a major role in daily enforcement, explained in more detail in the approved security plan in Section 8 of this application. Additionally, the use of third-party contractors such as accountants, lawyers, business consultants, compliance auditing software, etc., we will create a system of checks and balances to make sure all aspects of the business are being properly addressed, monitored, and recorded.

Reporting and Tracking of Product and of Gross Sales

Elemental Wellness will have in place a point-of -sale tracking system to track and to report on all aspects of its Commercial Cannabis Activity including, but not limited to, such matters as cannabis tracking, inventory data, and gross sales (by weight and by sale) and will ensure that such information is compatible with the City's record-keeping systems. The system will have the capability to produce historical transactional data for review by the City. All information provided to the City will be confidential and will not be disclosed, except as may otherwise be required under law.

STATE TESTING REQUIREMENTS

Elemental Wellness shall not distribute any cannabis or cannabis product unless a licensed testing laboratory has tested a representative sample. Products in inventory shall be tested at licensed testing laboratories with ISO/IEC 17025 accreditation. Elemental Wellness shall ensure that all products are properly labeled, packaged and tested in accord with state regulations by only purchasing cannabis and cannabis products through properly licensed distributors. (BCC Regulations §§ 5304, 5305, 5306, & 5307.)

INVENTORY TRACK AND TRACE SYSTEM

POINT OF SALE, AGE VERIFICATION, AND INVENTORY TRACKING SOFTWARE

Elemental Wellness will, at all times, maintain, operate, and use a Track and Trace Inventory system software to verify medical patients and adult-use customer age, track inventory, sales, and products. The point of sale software will comply with the minimum requirements of the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA). The software used at the current Elemental Wellness location for tracking and tracing products is *PROTEUS 420*, which will be used in conjunction with the State required METRC system. Between these two systems, Elemental Wellness will know the movement of all products at all times.







THE TRUE CANNABIS DISPENSARY SOLUTION FOR YOUR BUSINESS.



INVENTORY MANAGEMENT

Receive items into inventory from various vendors, assign inventory to specific categories and adjust pricing all from one page - in Real-Time. Proteus420 is designed to track each gram of inventory and every dollar associated with it.



POS CAPABILITIES

Proteus 420 comes equipped with restaurant-style POS capabilities. The display is friendly to navigate with images of items, edibles and concentrates to easy product selection. A barcode reader can be added for ease of scan to POS transactions.



COMPLIANCE

As new states add seed to sale compliance reporting, we are always ahead of the curve. We also have a team of compliance experts on hand, whether you're looking to gain access to a license or just to make sure that you keep the ones you already have, we can help.



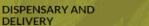
PATIENT MANAGEMENT

Current doctor recommendations, valid ID cards and images of patients are tracked in the system. Patients with an expired recommendation are not able to be checked-in, maintain compliance within the operation.



ONLINE ORDERING AND DELIVERY

For increased efficiency and revenue, the Online Pre-Order capabilities of Proteus420 cannot be beat. Patients use a password protected online menu to order. Patients can preorder items for in-store pickup or delivery.



Proteus 420 has everything you need whether you are have a physical store, a delivery only, or both. Manage everything in one system. Our integrated delivery app allows you to view your drivers locations in real time and assign orders to them based on workload and inventory levels



CULTIVATION

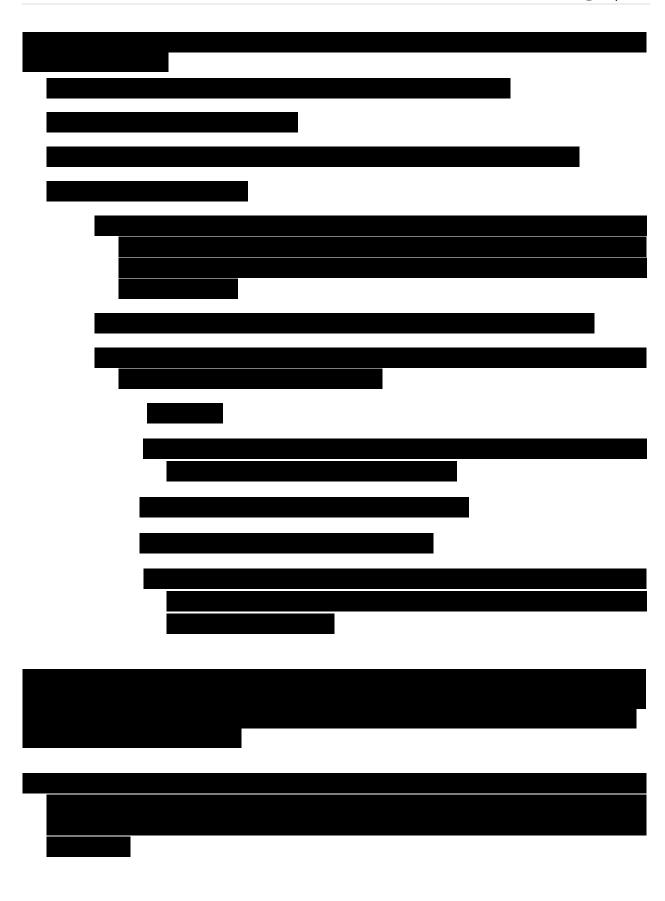
If you are a grow only operation or a vertically integrated organization, our grow management capabilities will allow you to manage and track all of your plants, components, harvests and packaging processes. Seamless transition your packaged product into your dispensary with a few simple clicks!



CONSULTING

The unique thing about Proteus 420, is that the platform is inherently customizable. We can tune it to your needs, no matter what they are. Contact us today with your project and we can get you a quote and get you rolling.





- Receipts via a computer program or by pre-numbered receipts and will use such receipts for each sale.
- Business records that clearly track Commercial cannabis product inventory purchased and sales and disposal thereof, to clearly track revenue from sales of any Commercial cannabis products separately from those of non-cannabis items or services offered by the Commercial Cannabis Business.
- An inventory record documenting the dates and amounts of Commercial Cannabis manufactured or sold at the facility property, and the daily amounts of Commercial Cannabis stored on the facility property. The records will clearly show the source, amount, price, and dates of all cannabis received or purchased, and the amount, price, dates and business, all Commercial cannabis products sold.
- Proof of a valid Business License Permit issued by the City of Marina.





process. Elemental Wellness is committed to seamless design integration with the city of Marina.

Construction will be accomplished utilizing local: contractors, labor, service providers and tradespeople.

[Construction Budget inserted on next page]



ELEMENTAL WELLNESS ESTIMATE FOR RETAIL T.I.

1.15.19

Budget Estimate V3.3 D2C #TBD

CSI	
Labor	
ò	
Material	

Estimate subject to change upon recipt of approved construction documents

	г —																					
	9330	9250	8400	8400	8400	8100	7920	7720	7600	7500	6200	6200	6100	6100	3000	2810	2200	1760	1650	900	Code	CSI
	Sheet Vinyl Flooring	Gypsum Board	Entrances & Storefronts	Entrances & Storefronts	Entrances & Storefronts	Door & Frames	Joint Sealants	Access doors	Flashing & Sheet Metal	Membrane Roofing	Finish Carpentry	Finish Carpentry	Rough Carpentry	Rough Carpentry	Concrete Resurfacing	Irrigation Systems	Demolition	Protection	Owner Furnished Products	Permits	Description	
	0	1	1	1	1	1	1	2	1	1	16	172	1	1	1	0	1	1	1	0	QTY	
	↔	S	↔	↔	↔	S	↔	↔	\$	S	S	↔	\$	\$	\$	\$	\$	↔	↔	\$		Labor
	ı	20,400.00	25,050.00	6,250.00	5,700.00	1,765.00	790.00	300.00	896.00	850.00	70.00	9.45	1,745.00	11,167.00	26,750.00		1,100.00	10,850.00	36000.00	-	Cost	Labor & Material
	↔	S	\$	\$	\$	\$	\$	\$	\$	\$	S	\$	\$	\$	\$	\$	\$	\$	\$	\$	Su	
		20,400.00	25,050.00	6,250.00	5,700.00	1,765.00	790.00	600.00	896.00	850.00	1,120.00	1,625.40	1,745.00	11,167.00	26,750.00	ı	1,100.00	10,850.00	36000.00	-	Subtotal Cost	
																			millwork and additional equiptment for finish		Notes	

\$110,000					Unforeseen and additional equipment needed.		
\$ 75,000.00	(0	75000.00	S	_	0 Low Voltage/ security	16800	
\$ 5,550.00)O \$	5,550.00	S	_	0 Fire Alarm	16500	
\$ 70,950.00	0 \$	70,950.00	S	_	0 Electrical	16000	
\$ 16,250.00	0 \$	16,250.00	\$	_	0 HVAC & Air Distribution	15700	
\$ 7,490.00	0 \$	7,490.00	\$	_	0 Plumbing & Piping	15100	
\$ 7,550.00)0 \$	7,550.00	\$	1	0 Fire Suppression	13900	
\$ 980.00)0 \$	980.00	\$	_	10810 Toilet Accessories	10810	
\$ 270.00	0 \$	135.00	\$	2	0 Fire Protection Specialties	10520	
\$ 4,000.00)0 \$	4,000.00	\$	1	0 Exterior Signage	10430	
\$ 450.00)0 \$	450.00	\$	_) Painting	9900	
\$ 7,800.00)0 \$	7,800.00	\$	1) Painting	9900	
\$ 650.00)0 \$	650.00	\$	1) FRP	9750	
\$ 608.00	00 9	608.00	↔	1) Vinyl Base	9340	

350,456	Total \$
	Landlord Requirements \$\(\)
	General Liability Insurance \$
	Subtotals \$
	Contractors' Fee \$
provided in unforseens	General Conditions/Supervision \$ p
240,456	Subtotals \$

NOTE: THIS QUOTE IS VALID FOR 25 DAYS

ALLOWANCES & TBD ITEMS

All items listed above as Allowances will be agreed upon by and subject to local subcontractor costs. Final costs will be reflected at time of finished bid set

3,850.00 Tenants approved art work at three separate window locations.	\$ 3,850.00	S	_	530 Barricades & Graphics	15
Furnish and install construction barricades and vinyl graphics, as per					

EXCLUSIONS

OPERATIONS PLAN

In accordance with the City of Marina Municipal Code section 19.02.030, the Elemental Wellness Operating Plan addresses the following requirements:

Ensuring compliance with both Medical and Adult-Use Regulations

Ensuring qualified patients and primary caregivers are properly verified

Ensuring Adult-Use customers are properly verified

Compliance with Health and Safety Code Sections 113.62 7 et seg.

Compliance with any State and or City laws regulating Medical and Adult-Use Cannabis Retailers Payment of all taxes and fees

Valid and current Use Permit from the City of Marina is issued

Additionally, Elemental Wellness will comply with all the commercial cannabis operating standards set forth in the City's Municipal Code.

All employees and volunteers are Members that will be at least twenty-one (21) years of age.

COMPLIANCE WITH MEDICAL CANNABIS REGULATIONS

MEMBERSHIP

The Medical retail store may only permit Members of Elemental Wellness. If a Medical Patient would like to become a Member, he/she will have to show a valid ID, a MMCIP card, and a physician recommendation. Elemental Wellness will only supply medical cannabis to its Members. Any act of diversion of Medical Cannabis for non-medical use shall be grounds for termination of Membership.

Members are required to update and re-verify their physician recommendations at least every twelve (12) months. Copies of a Members records must be kept on digital file, and renewed accordingly.

Elemental Wellness will only permit Membership to verified patients that are under the age of 18 if in possession of written authorization of a parent or legal guardian. All Members admitted on the premises must be accompanied by a parent or legal guardian at all times.

PATIENT VERIFICATION PROCESS

Elemental Wellness will control <u>access</u> to its licensed premises in accordance with BCC Title 16, Chapter 3, Section 5400b, "<u>access</u> to the licensed premises of a retailer with only an M-designation shall be limited to individuals who are at least 18 years of age and have a valid physician's recommendation for medicinal cannabis, and individuals who are at least 21 years of age."

Individuals will only be granted access to the retail area to <u>purchase</u> cannabis goods after the security personnel has confirmed the individual's age and identity. An employee of Elemental Wellness must be present in the sales floor area at all times when there are patients or caregivers present in the retail area. All sales of cannabis goods will take place within the retail area of the retailer's licensed premises, except for cannabis goods sold through delivery. Our delivery operations plan outlines robust protocols for Delivery verification, security, safety, and compliance with City and State regulations.

MEDICAL MARIJUANA IDENTIFICATION CARD PROGRAM

The California Department of Public Health's (CDPH) Medical Marijuana Identification Card Program (MMICP) was specifically established to create a State-authorized medical marijuana identification card, along with a registry database for verification of qualified patients and their primary caregivers. Participation by patients and primary caregivers in this identification card program is voluntary. The MMICP Web-based registry allows law enforcement and the public to verify the validity of a qualified patient or primary caregiver's MMICP as authorization to possess, grow, transport, and/or use medical cannabis within California.

All Elemental Wellness employees will use the MMICP to confirm each medical cannabis customer's eligibility to purchase product. Per California State Law, all qualifying patients will be entered into the MMICP by the recommending physician. It is under these conditions and the purpose of this policy that Elemental Wellness will remain in compliance as a dispensing organization.

- All patients and caregivers will be required to provide a government-issued photo ID as well as DOH I.D. card. This will be used to verify the person's identity, at which point can be compared to the entry into the MMICP.
- Elemental Wellness will use the following to validate a patient or caregiver identity:
 - Passport
 - O Driver License which may be issued in California or by any other state as long as the license has picture of the person.
 - Identification card issued under California law.
 - United States military identification card.
 - Any other identification card issued by a state that bears a picture of persons, the name of the person, the person's date of birth and a physical description of the person.
- All Retail personnel will undergo training of the MMICP. This will include how to look-up patients, validate physician's orders, and log the dosage and quantity dispensed.
- When using the registry, the employee will use their unique employee identifier.
- Elemental Wellness will not dispense cannabis to any qualified patients who are under 18
 years old. If a patient is under 18, the cannabis will be dispensed to the qualifying patient's
 caregiver.
- Upon dispensing the cannabis and/or cannabis delivery device, the Elemental Wellness employee will record the following:
 - o Form of cannabis dispensed.

- o The type of cannabis delivery device dispensed.
- The name and MMICP identification number of the qualified patient or his/her caregiver.

DAILY LIMITS

It is the policy of Elemental Wellness to comply with purchasing limits set forth by the BCC.

A licensed retailer shall not sell more than the following amounts to a single medicinal cannabis patient, or to a patient's primary caregiver purchasing medicinal cannabis on behalf of the patient, in a single day:

- 1. 8 ounces of medicinal cannabis in the form of dried mature flowers or the plant conversion as provided in Health and Safety Code section 11362.77;
- 2. 12 immature cannabis plants.

Notwithstanding the above limits, if a medicinal cannabis patient's valid physician's recommendation contains a different amount than the limits listed in this section, the medicinal cannabis patient may purchase an amount of medicinal cannabis consistent with the patient's needs as recommended by a physician and documented in the physician's recommendation.

The limits provided in this section shall not be combined to allow a customer to purchase cannabis goods in excess of any of the limits provided in this section.

Elemental Wellness will be responsible for determining that the amount of cannabis concentrates found in manufactured cannabis products sold to customers comply with the requirements of this section.

The POS system will create an alert to the Budtender notifying the Budtender if the limits have been exceeded.

a. If the limits are exceeded, the items will be removed and put back into inventory until the Patient or primary caregiver has been dispensed a quantity within their daily limits.

Elemental Wellness will not dispense free samples of any kind for any reason.

PHYSICIAN RECOMMENDATIONS

Recommendations for a Medical Marijuana Identification Card may not be given on the licensed premised, or in the immediate vicinity of the facility. No physician shall be permitted to conduct physician services on or around the licensed premises. Patients wishing to enter the licensed premises and subsequently purchase medicinal cannabis, will have already presented the intake

employee and the security personnel of their valid MMCIP and physician recommendation letter before entering the facility.

STATE LICENSE

As the State does not designate separate licenses for Medical or Adult-Use retail licensees, we will submit for and obtain a Type-10 Store-Front Retail license with the Bureau of Cannabis Control.

SIGNAGE

All signage at the licensed premises will conform to MMC 17.40.

The facility entrance will display the following signs, in accordance with section 19.02.080 of the MMC:

"THIS DISPENSARY ONLY PROVIDES MEDICAL CANNABIS TO ITS MEMBERS, WHO MUST HAVE LEGALLY RECOGNIZED CALIFORNIA MEDICAL CANNABIS IDENTIFICATION CARD OR A VERIFIABLE WRITTEN RECOMMENDATION FROM A PHYSICIAL FOR MEDICAL CANNABIS"

"THE DISPENSARY IS REGISTERED IN ACCORDANCE WITH THE LAWS OF THE CITY OF MARINA. THE SALE OF MARIJUANA AND THE DIVERSION OF MARIJUANA FOR NON-MEDICAL PURPOSES ARE VIOLATIONS OF STATE LAW. THE USE OF MARIJUANA MAY IMPAIR A PERSON'S ABILITY TO DRIVE A MOTOR VEHICLE OR OPERATE HEAVY MACHINERY."

No cannabis products or graphics describing cannabis shall be visible from the exterior of the premises.

COMPLIANCE WITH ADULT-USE CANNABIS REGULATIONS

CUSTOMER VERIFICATION PROCESS

Adult-Use customers will be required to show a valid form of government issued identification, such as a passport or driver's license, indicating that the customer is at least twenty-one (21) years of age. A copy of the customer's photo identification will be kept on file with the customers membership profile.

DAILY LIMITS

A licensed retailer shall not sell more than the following amounts to a single adult-use cannabis customer in a single day:

- 1. 28.5 grams of non-concentrated cannabis.
- 2. 8 grams of cannabis concentrate as defined in Business and Professions Code section 26001, including cannabis concentrate contained in cannabis products.
- 3. 6 immature cannabis plants.

Elemental Wellness will not dispense free samples of any kind for any reason.

STATE LICENSE

A valid State license will be maintained with the Bureau of Cannabis Control. Elemental Wellness will cease to operate if it lacks a valid City or State permit.

SIGNAGE

All signage at the licensed premises will conform to MMC 17.40.

The facility entrance will display the following signs, in accordance with section 19.02.080 of the MMC:

"THIS DISPENSARY ONLY PROVIDES CANNABIS TO ADULTS WHO QUALIFY UNDER THE ADULT USE OF MARIJUANA ACT AND APPLICABLE STATE LAW. NO PERSON UNDER THE AGE OF 21 MAY ENTER THIS FACILITY. PROVIDING CANNABIS PRODUCTS TO THOSE UNDER 21 IS ILLEGAL AND SHALL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW."

"THIS DISPENSARY IS REGISTERED IN ACCORDANCE WITH THE LAWS OF THE CITY OF MARINA. THE SALE OF MARIJUANA AND THE DIVERSION OF MARIJUANA TO PERSON UNDER THE AGE OF 21 ARE VIOLATIONS OF STATE LAW. THE USE OF MARIJUANA MAY IMPAIR A PERSON'S ABILITY TO DRIVE A MOTOR VEHICLE OR OPERATE HEAVY MACHINERY."

No cannabis products or graphics describing cannabis shall be visible from the exterior of the premises.

SALES PROCEDURE



OPERATING PLAN FOR MEDICAL AND ADULT-USE RETAIL & DELIVERY

ENHANCED PRODUCT SAFETY

PRODUCT SALE AND DELIVERY GUIDELINES

Elemental Wellness shall make cannabis products available for sale or delivery only if the



QUALITY ASSURANCE

Prior to receiving a shipment from a distributor, Elemental Wellness's employees shall adhere to the following protocol:

- 1. Cross-reference the certificate of analysis from the laboratory to ensure that it corresponds to the delivered cannabis products.
- 2. Check to ensure that the labels on the cannabis products comply with the Labeling Requirements and Restrictions (outlined in this document).
- 3. Check to ensure that the packaging complies with applicable Packaging Requirements (outlined in this document).
- 4. Check to ensure that the packaging has not been tampered with.

- 5. Check for signs of deterioration.
- 6. Ensure that the weight or count of the cannabis product shipment is identical to the weight or count specified in the shipping manifest.

STORAGE



- All employees will ensure that storage rooms are securely locked and protected from entry at all times, except for the actual time required to remove or replace cannabis products.
- Unauthorized individuals are not allowed in the storage area.

PRODUCT COMPLAINTS

All employees must follow the protocol below after a complaint has been made:

1. Receipt of Complaint

- a) Product complaints can be communicated verbally, electronically, or in writing.
- b) The Client Management Team receives and pre-screens client complaints to determine whether there may be a potential impact to consumer health, safety, or non-compliance with regulations.
- c) Each complaint will be assigned a sequential complaint number and documented in the Product Complaint Log.
- d) The following information must be filled out on the Complaint Record and in the Product Complaint Log:
 - a. Name of the complainant;
 - b. Complainant phone number;
 - c. Complainant e-mail address;
 - d. Complainant address;
 - e. Type of complaint (verbal, electronic, written);
 - f. Affected product (lot number); and
 - g. Nature of the complaint.
- e) Any additional information or supporting documents obtained from clients must be attached to the completed complaint form.
- f) The recipient of the complaint must sign and date the form, along with any attachments, and the complaint form must then be immediately forwarded to Quality Assurance.
- g) If the complaint requires an immediate response or corrective, the recipient (in consultation with QA) must either take the required action or communicate with the proper person to take the required action.
- h) Any immediate action taken must be documented.

2. Quality Assurance Investigation, Findings and Recommendations

- a) Upon receipt of the complaint, the supervisor or quality control personnel shall review the complaint and determine the appropriate action that should be taken under the particular circumstance.
- b) The supervisor or quality control personnel shall use their discretion in determining whether an investigation should follow the complaint.
- c) If an investigation is needed, it shall include the following:
 - a. Contact with the complainant to clarify or otherwise obtain missing information, if any.

b. Investigation of other products to ensure their quality based on the type, name, and description of the product in the complaint.

3. Complaint Resolution

Customer Care must contact the client and provide information on the necessary steps taken regarding the product and the complaint.

- a) If product destruction is required and the client agrees to destruction of the product, confirmation of the amount of product destroyed and proof of destruction must be submitted before a replacement order can be sent.
- b) If product destruction is required and the client opts to return the product, the procedure in SOP Product Recalls and Returns must be followed.

4. Complaint Close-Out

Prior to close-out, QA will review the Complaint record to verify completion of the following: Investigation (if appropriate);

- a) Corrective/preventative actions;
- b) Adequate response to the complaint;
- c) All records of communication must be attached;
- d) Client was informed of the conclusion of the complaint and any additional concerns have been resolved.

If all components of complaint handling were completed, the complaint can be closed. QA must update the CF Complaint Log.

The original copy of the Complaint Record and Investigation Report (if required) are kept with Quality Assurance for trending analysis.

5. Creating and Maintaining Written Records of Product Complaints

The quality control personnel shall maintain written records for every product complaint and subsequent investigation. The record shall include:

- a) The name and the description of the cannabis product;
- b) The batch number or UID of the cannabis product, if available;
- The date the complaint was received and the name, address, and/or telephone number of the complainant, if available;
- d) The nature of the complaint including, if known, how the product was used;
- e) The reply to the complaint, if any; and
- f) Any findings of the investigation and/or follow-up action taken after an investigation was performed.

TESTING REVIEW

In compliance with the Bureau of Cannabis Control, all cannabis harvested on or after 1/1/2018 and all cannabis products manufactured on or after 1/1/2018, shall be tested according to Title 16, Section 5715 in the California Code of Regulations.

Retailers are not responsible for testing compliance of products, but are responsible for validating that the items received into the facility have in fact been tested.

- 1. The Inventory Control Agent will review packaging for the following items:
 - a. Pharmacologically active ingredients (THC, CBD, etc.) and amount (mg per serving),
- 2. If this information is missing, the products will be returned to the distributor.

PACKAGING AND LABELING

It is the expectation that all cannabis products arrive ready for sale. Every cannabis product received into our facility will be inspected for compliant packaging.

The Inventory Control Manager will review packaging for the following items:

- Products are not allowed to be attractive to children or easily confused with candy/foods that do not contain cannabis.
- Packages are required to be tamper-evident, child-resistant, re-sealable, and labeled.
- Every cannabis product must be traced by assigning unique ID numbers for identification and tracking.

Each Cannabis product must be labeled with the following:

- Date of manufacturing and packaging
- Known allergens (nuts, etc.)
- Source and date of cultivation,
- Type of cannabis or cannabis product,
- Number of servings per package,
- Pharmacologically active ingredients (THC, CBD, etc.) and amount (mg per serving),
- "FOR MEDICAL USE ONLY" (for medicinal cannabis),
- Universal symbol for cannabis
- Government Warning: "GOVERNMENT WARNING: THIS PRODUCT CONTAINS CANNABIS, A SCHEDULE I CONTROLLED SUBSTANCE. KEEP OUT OF REACH OF CHILDREN AND ANIMALS. CANNABIS PRODUCTS MAY ONLY BE POSSESSED OR CONSUMED BY PERSONS 21 YEARS OF AGE OR OLDER UNLESS THE PERSON IS A QUALIFIED PATIENT. THE INTOXICATING EFFECTS OF CANNABIS PRODUCTS MAY BE DELAYED UP TO TWO HOURS. CANNABIS USEWHILE PREGNANT OR BREASTFEEDING MAY BE HARMFUL. CONSUMPTION OF CANNABIS PRODUCTS IMPAIRS YOUR ABILITY TO DRIVE AND OPERATE MACHINERY. PLEASE USE EXTREME CAUTION."

If Elemental Wellness receives a cannabis item that is not packaged or labeled in accordance to the rules, Elemental Wellness will notify the Bureau of Cannabis Control and return the cannabis item to distributor who transferred the product to retailer.



Elemental Wellness will document the return and the reason for the return in the tracking system.

SANITATION AND SAFETY

Elemental Wellness's Contamination Prevention Plan was created to ensure the production of safe Commercial cannabis products for its consumers and the safety of its employees. To limit the potential for contamination or adulteration of its product, its Contamination Prevention Plan addresses the maintenance of sanitary facilities, procedures for cleaning and sanitizing equipment and surfaces, disposal of waste, and employee hygiene requirements.

Elemental Wellness will train all employees in the proper handling and storage of the products carried by Elemental Wellness. The training process will include the proper cleaning and maintenance of all equipment maintained by Elemental Wellness. In addition, Elemental Wellness will employ a local janitorial service to clean the facility daily.

Elemental Wellness's employees will conduct regularly scheduled cleaning and maintenance of all lighting, ventilation, and water treatment systems and all contact surfaces, including all walls, ceilings, floors and sink/bathroom areas. Daily, floors and front steps are swept gently so as to not produce any dust, and then lightly mopped. All tables and chairs are made from stainless steel for sterilization.

In addition, employees will follow daily cleansing and sterilizing procedures for all tools and equipment and conduct regularly scheduled cleaning and maintenance of all lighting, ventilation, and water treatment systems and surfaces. Refuse and waste will be removed from the building at least once daily as necessary to maintain cleanliness.

All employees will be trained by the Safety Coordinator at orientation, as well as receive quarterly training, on the standard operating procedures of Elemental Wellness on the proper handling of Commercial cannabis and the procedures we use to prevent contamination of Commercial cannabis and Commercial cannabis products.

HAZARDOUS MATERIALS PLAN

Hazardous Materials Plan: To the extent that Elemental Wellness intends to use any hazardous materials in its operations, it shall provide a hazardous materials management plan that complies with all federal, state and local requirements for management of such substances.

TOXIC MATERIAL CONTROL PROCEDURES

To ensure all safety and hygiene policies and procedures are customized specifically to the risks common to cannabis businesses, Elemental Wellness has leveraged a guide recommended by that was produced by the state of Colorado: *Guide to Worker Safety and Health in the cannabis*

Industry (The Colorado guide was used because there is not a comparable California guide for reference.)

The Safety Coordinator will conduct the initial review of Elemental Wellness' building and design plans, and as construction is completed, will leverage <u>Cal/OSHA's Hazard Assessment Checklist</u>, to identify all potential hazards, and how Elemental Wellness will mitigate them. This assessment, along with Cal/OSHA's <u>Cal/OSHA's IIPP Self-Assessment Checklist</u>, will facilitate the creation of Elemental Wellness' Injury and Illness Prevention (IIP) Program. A written IIP is required which is required for all employers in the State of California.

The facility and the full premises (including outside of buildings) will be inspected quarterly by the Safety Coordinator to identify potential hazards, using the OSHA Self- Inspection Checklist to prevent hazardous material and chemical incidents that could result in injury and/or illness to any employee or visitor.

The Safety Coordinator will be responsible for conducting training (or coordinating training with a certified third-party OSHA consultant) of all employees on Elemental Wellness's IIPP. Additionally, the Senior Order Manager is assigned responsibility for conducting job specific hazard training on chemicals used by all Dispensing Agents. After attending training, each employee will sign a form to verify that he or she attended the training and understands Elemental Wellness's policies on hazard communication.

Copies of Material Safety Data Sheets (MSDS's) for all hazardous chemicals to which employees may be exposed will be available on the intranet and by hard copy in each chemical storage area of the operating unit, in a designated MSDS binder. Sample documents include accident report forms, a safety rule violation notice, and the OSHA Self- Inspection Checklist.

Safety rules addressed include those relevant to accident and hazard reporting, drug and alcohol use, driving, work- related injuries and the required use of Personal Protective Equipment (PPE). Enforcement measures and disciplinary actions detailed are to be implemented in response to safety rule violations.

All emergency situations including chemical spill response will be handled by local emergency response agencies in accordance with Elemental Wellness's emergency and incident response SOPs. Additional measures serve to establish procedures for injury claims and policies related to workers' compensation and benefits provided.

HAZARD COMMUNICATION POLICY

Elemental Wellness is committed to the prevention of hazardous material and chemical incidents that could result in injury and/or illness to any employee. Elemental Wellness will spare no effort in providing a safe and healthful work environment for employees and all levels of supervision will be accountable for the safety of those employees under their direction.

The Occupational Safety and Health Administration's (OSHA) Hazard Communication standard (29 CFR 1910.1200) is based on the simple concept that employees have both a need and a "right to know" the identities and hazards of any chemicals they work with during the course of their employment. Employees also need to know what protective measures are available to prevent chemical exposures and how to avoid adverse health effects.

The following constitutes Elemental Wellness's written Hazard Communication program. Elemental Wellness will meet the requirements of OSHA's Hazard Communication standard as follows:

Container Labeling

It is the policy of Elemental Wellness that no container will be released for use unless it has a complete label. Managers will ensure that secondary containers, such as spray bottles, have complete labels. Either (1) a copy of the original manufacturer's label will be made and placed on the secondary container, or (2) the minimal information bulleted above will be placed on the container in permanent ink. The Safety Coordinator will verify that all product containers kept onsite will clearly list contents on the label:

- Product Name
- Hazard warnings (corrosive, flammable, skin irritant, etc.)
- Manufacturer's name and address

Material Safety Data Sheets

Copies of Material Safety Data Sheets (MSDSs) for all hazardous chemicals to which employees may be exposed will be available via hard copy in each chemical area of the BCC in a binder designated "MSDS Sheets." Employees are required to read MSDSs for the chemicals they use. MSDSs will be available to all employees during all shifts. If an MSDS is missing, or if a new product arrives without an MSDS, employees must immediately inform their manager and/or the Safety Coordinator, so they can call the supplier or manufacturer.

Hazardous Chemicals List

Managers must maintain a list of all the chemicals and products used at Elemental Wellness within their unit. This list is kept in the front of the MSDS book. Each chemical entry on the inventory list has a corresponding MSDS available for providing specific hazard information and personal protective measures. This list must be updated quarterly by the Safety Coordinator to remove chemicals that are no longer in use at Elemental Wellness and to add new products.

Hazardous Non-Routine Tasks

Occasionally, an employee may be asked to perform a task that is not part of their normal job. Before taking on a new task, the affected employee will be given information by their manager and/or the Safety Coordinator about any hazardous chemicals that might be used during the activity. This information will include:

- Specific chemical hazards;
- Protective measures employees can take; and

• Measures Elemental Wellness has taken to reduce the hazards, which might include ventilation, personal protective equipment, use of the buddy system, and emergency procedures.

INVENTORY

OVERVIEW

In accordance with finalized state regulations and the Marina City Municipal Code, Elemental Wellness will implement the following inventory control plan, including all policies and procedures necessary to ensure a safe, consistent supply of Commercial cannabis products.

It will be the responsibility of Elemental Wellness's Inventory Control Manager and the General Manager to track and monitor all inventory on the registered premises from the moment is it received, produced or procured to the completion of its delivery.

The primary element of the company's inventory control plan is the proposed inventory control system, a robust enterprise software platform designed specifically for seed to sale inventory tracking for Commercial cannabis. This technology will enable the tracking of every action performed on cannabis material or finished cannabis product, every movement of inventory, and every sale, capturing batch and lot numbers throughout and ensuring the security and traceability of all inventory at all times.

To minimize theft and diversion, all packaged inventory will be affixed with a barcode that can be scanned and efficiently tracked using the proposed inventory control system. The system uses a handheld scanner application to scan and track the unique serial numbers associated with each unit of inventory. If inventory is found to be missing, the Inventory Control Manager or General Manager will notify the Security Manager and the other managers on site and consult with them to discuss the necessary actions to remedy the situation. An internal investigation will determine how, when and where the inventory was lost or stolen. Elemental Wellness's senior management team will perform monthly inventory checks to ensure accuracy of all records.

The proposed inventory control system's standard reports include a daily report that details each day's beginning inventory, acquisitions (if any), sales, disbursements, disposal of unusable cannabis (if any), and the day's ending inventory.

The proposed inventory control system will also create a transport manifest, compliant with state and local regulations, for the package distribution. Using the proposed inventory control system, the manifest will be customized to contain all details required in accordance with finalized state regulations and the Marina City Municipal Code, including (but not limited to) time of departure, time of arrival, product and product weight, route to be travelled, origin and destination addresses, vehicle and employee information. This document can be e-mailed, printed, or

produced virtually, on a mobile device such as a tablet, from within the proposed inventory control system. The transportation manifest will record the time and date of receipt of the cannabis distribution by the receiving entity, as well as the employee who receives it.

Vendors will be checked in and checked out through the proposed inventory control system to create records accompanying any visit to the facility. Using the proposed inventory control system appointment scheduler and employee scheduler, visits can be pre-scheduled and assigned to one or more employees.

INVENTORY PROCEDURES



INVENTORY DISCREPANCIES

Inventory counts are to match those recorded into the Data Management System. If for any reason the inventory counts do not match those entered into the database due to suspected criminal activity by an employee, the Applicant will immediately notify the Bureau of Cannabis Control and Marina City Police Department within 24 hours of discovery of a Significant Discrepancy in our inventory. A significant discrepancy is defined as the lesser of a) \$5,000 or b) 2% of the average monthly sales (as determined by an average of the last 6 months or less of our

sales), between our expected inventory and our actual inventory at the time of reconciliations. All inventory will be reconciled at a minimum every 14 days.

Inventory counts are taken very seriously and any discrepancy in numbers is of the utmost importance to the Applicant. All documentation of inventory count discrepancy will be available to the General Manager, the Head of Security and relevant external Tax Authorities.

DIVERSION

We have a zero-tolerance policy for theft. If an employee is caught stealing or attempting to divert adult-use and medical cannabis, he/she will be terminated immediately and referred to the relevant authorities.

We will actively seek law enforcement involvement and seek to have criminal charges imposed against any employee stealing or diverting adult-use and medical cannabis and will cooperate with the local police department in investigating any such activity.

Employees found to be diverting adult-use and medical cannabis are subject to arrest, prosecution, fine, imprisonment and will be punished to the fullest extent of the law.

The tracking and control of inventory is essential to all aspects of our commercial cannabis operations, from keeping our products and facility secure to fulfilling our mission. While preventing opportunities for diversion, we seek to provide a steady supply of high-quality cannabis to meet the needs of our patients. The goal of inventory control is to create a wholly transparent process of production and distribution so that at any time the condition and quantity of every product, regardless of its production stage, is documented. This will allow us to maintain exceptional quality while avoiding over- or underproduction, and it allow us to prevent or promptly recognize any misallocation or theft.

The goals of our inventory policies and procedures are:

- ensuring product integrity for our patients,
- preventing internal or external product diversion,
- complying with local jurisdiction and Bureau of Cannabis Control regulations, and
- tracking key statistics related to our patients, products, and business.

There are four components to Elemental Wellness's comprehensive inventory control system:

- well-trained and well-supervised staff;
- state-of-the-art electronic inventory tracking;
- information security; and
- rigorous operational protocols of management, oversight, and accountability.

Elemental Wellness will utilize the FIFO inventory model, or First-In-First-Out—FIFO. This implies that the Dispensary's oldest inventory items are sold first. Facility management shall ensure that

all employees are trained properly on the inventory method to ensure that the oldest products are being sold first. It is our intention to track the physical location of all Cannabis and Manufactured Cannabis products using an approved Track and Trace software system, in real time. The City and the State Department will be provided access to that data at all times.

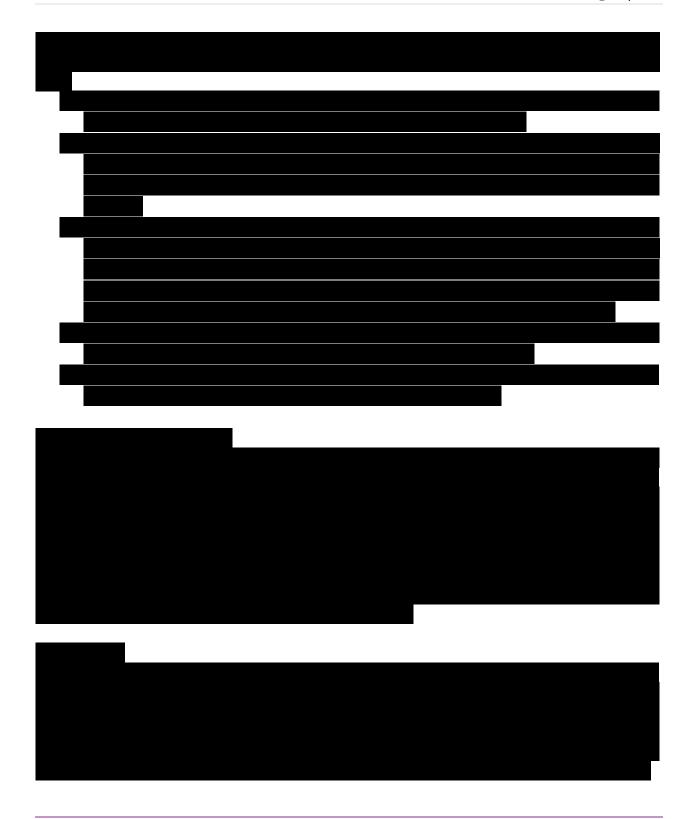
Inventory management is a critical factor in every area of the dispensary. The tracking of all medical cannabis from seed-to-sale will be done through an advanced inventory control system with multiple checks and balances in place to allow our staff to have a complete awareness of all inventory.

All data collected shall be recorded through the use of template log sheets, computer systems, approved Track and Trace software system, and Point-of-Sale systems (POS). Physical inventory counts will be done on a daily, weekly, and monthly basis at the Dispensary. In addition to scheduled inventory checks, random audits will be performed. Inventory control procedures shall be utilized as the primary way of determining whether there has been any product diversion and ensuring that all cannabis and cannabis-infused products are only being distributed to valid customers through the dispensary location.

Physical inventory template log sheets will be filled out each morning before the start of business and again at the closure of business. All weekly inventory procedures shall be conducted in full compliance with City and State regulations. Data collected during daily, weekly, annual and random inventory procedures shall be logged and input into computer, approved Track and Trace software system, and POS systems. Inventory figures will be cross-referenced with the POS system inventories and data to determine that there are no quantity discrepancies. In the case of a discrepancy within inventory, Elemental Wellness will investigate the root cause of the discrepancy to determine the cause. If the discrepancy is due to employee theft or diversion, Elemental Wellness will act quickly to terminate the employment of the perpetrator and contact all necessary authorities for further action. All inventories, procedures, and other documents required by the department shall be maintained on the premises for seven years and made available to the department at all times.

Relevant to inventory control is of course the overall security of our facility and operations. We have described the security systems for our facility and operations in our Security Plan and will not repeat them here but rather incorporate them by reference. We will note only that prepared cannabis that is not under direct supervision will always be secured in safes or vaults. Consequently, cannabis is never accessible unless there is a staff person who is also immediately responsible for its security. This ensures that there are no security gaps between the components of our inventory control system.

PERSONNEL ROLES AND RESPONSIBILITIES



OPENING AND CLOSING INVENTORIES



MANDATED INVENTORIES



NOTIFICATION OF THEFT, LOSS, AND CRIMINAL ACTIVITY

Elemental Wellness shall notify the Bureau, local law enforcement, and the City Manager within 24 hours of discovery of any of the following situations:

- 1. The licensee discovers a significant inventory discrepancy
 - a. A significant discrepancy in inventory means a difference in actual inventory compared to records pertaining to inventory of at least \$5,000 or 2 percent of the average monthly sales of the licensee, whichever is less.
- 2. The licensee discovers theft, loss, or any other criminal activity pertaining to the operations of the licensee
- 3. The licensee discovers theft, loss, or any other criminal activity by an agent or employee of the licensee pertaining to the operations of the licensee
- 4. The licensee discovers loss or unauthorized alteration of records related to cannabis goods, customers, or the licensee's employees or agents
- 5. The licensee discovers any other breach of security

In the case that one of the activities above is discovered by the licensee, the licensee will follow the below procedure.

- 1. Notify local law enforcement
- 2. Record the date and time of the loss
- 3. Record a description of the incident and where applicable the items that were taken or lost

RECORD KEEPING

OVERVIEW

City Access to Records

Subject to the Health Insurance Portability and Accountability Act (HIPAA) regulations, Elemental Wellness will allow City of Marina City Officials to have access to Elemental Wellness books, records, accounts, and any and all data relevant to its permitted activities for the purpose of conducting an audit, examination or inspection. Books, records, accounts, and any and all relevant data will be produced no later than twenty-four (24) hours after receipt of the City's request or within a reasonable time as authorized in writing by the City.

Annual Audit

Elemental Wellness will file with the City Manager or his/her designee an audit of its financial operations for the previous fiscal year, complete and certified by an independent certified public accountant in accordance with generally accepted auditing and accounting principles.

- The audit will include but not be limited to a discussion, analysis, and verification of each of the records required to be maintained pursuant to this Chapter.
- The information contained in the audit will be made available in standard electronic format
 which will be compatible with programs and software used by the City, and which can easily
 be imported into either Excel, access or any other contemporary software designated by the
 City Manager.

Inventory Control System

Elemental Wellness will maintain an inventory control and reporting system that accurately documents the present location, amounts, and descriptions of all cannabis and cannabis products for all stages of the growing and production or manufacturing, laboratory testing and distribution processes until sold or distributed. Elemental Wellness will maintain records of all sales or transfers of cannabis and cannabis products.

Employee Registry

Elemental Wellness will maintain a current register of the names and the contact information (including the name, address, and telephone number) of all employees currently employed by Elemental Wellness and will disclose such register to any City of Marina official upon request.

Reporting and Tracking of Product and of Gross Sales

Elemental Wellness will have in place a point-of -sale tracking system to track and to report on all aspects of its Commercial Cannabis Activity including, but not limited to, such matters as cannabis tracking, inventory data, and gross sales (by weight and by sale) and will ensure that such information is compatible with the City's record-keeping systems. The system will have the capability to produce historical transactional data for review by the City of Marina. All information provided to the City pursuant to this sub-Chapter will be confidential and will not be disclosed, except as may otherwise be required under law.

Maintenance of Records

All records required by this Chapter will be maintained by Elemental Wellness for a period of not less than seven (7) years and will otherwise keep accurate records of all Commercial Cannabis Business activity and provide such records for inspection consistent with this Code or any rule

Accounting Procedures

Elemental Wellness will use both internal resources and outside professional services to maintain financial integrity, transparency, and compliance. We will have a dedicated Chief Financial Officer ("CFO") who will oversee all financial matters. This includes the maintenance of a documented system of accounting policies and procedures. He or she will oversee the management of all outsourced functions. The CFO will manage the general operations of the accounting department, including the design of an organizational structure adequate for achieving the department's goals and objectives. Finally, the CFO will oversee the management of cash reconciliations and preparation of bank deposits.

To support the CFO, we shall hire a Staff Accountant. The Staff Accountant provides full-cycle accounting services for a legal cannabis retailer on an ongoing basis. The Staff Accountant will be responsible for the following items.

- Transactional Accounting General bookkeeping, billing, accounts payable, account reconciliation, payroll processing, fixed assets, etc.
- Complex Journal Entries Creating, adjusting, and entering journal entries
- Prepare Monthly Financial Statements Balance Sheet, Income Statement, Statement of Cash Flows, Profit & Loss, Budget vs. Actual and financial analysis
- Pre-Tax Preparation Work with the contracted CPA to complete Annual Tax Organizer and provide accounting support or assist in annual reviews or audits when necessary
- Maintain Electronic/Paper Files Ensure accurate and organized filing system
- Period Closing & Year-End Reporting
- Advisor Coordination Circulate information to advisors (i.e., CPA, bankers, attorneys, wealth managers) regarding taxes, legal and insurance, and obtain updated information for financial statement preparation

• Bill Pay – Set up calendar of due dates and bill pay process; work with vendors and purchasing manager to ensure vendor licensing and tax information is on file

It is the commitment of Elemental Wellness that all accounting practices are done in accordance with generally accepted accounting principles ("GAAP") rules. Marina can trust that the company intends on operating a fully compliant cannabis operation that maintains full transparency in financial record keeping.

HARD COPIES

Elemental Wellness will maintain the following records on the facility property:

- The full name, address, and telephone number(s) of the owner, landlord, and/or lessee of the facility property
- The full name, address, and telephone number(s) and a fully legible copy of a government issued form of identification of each employee engaged in the management of Elemental Wellness and a description of the nature of the participation in the management of the company
- The full name, date of birth, residential address, and telephone number(s) of each employee and Manager
- The date each employee and manager joined the company
- The exact nature of each employee's and manager's participation in Elemental Wellness.

Elemental Wellness will maintain any and all records described above for a period of seven (7) years.

FINANCIAL RECORDKEEPING

Elemental Wellness will prepare an annual financial report (hereinafter, the "Annual Report") and submit it to the City Manager (or his or her designee). The Annual Report will:

- Be filed and submitted no later than April 30 every calendar year for each preceding calendar year.
- Summarize the quarterly reports that were filed with the State Board of Equalization in the previous year.
- Have the following appendices:
 - A copy of any and all documents, records, or forms submitted to the State Board of Equalization for the reporting year), which in any manner documents transaction activities relating to the operation of the Commercial Cannabis Business. This includes, but is not limited to, Board of Equalization Form 401, or its electronic equivalent.

 Elemental Wellness will maintain any and all records or documents that serve as the basis for preparing the Annual Report for a period of seven (7) years.

Elemental Wellness will enter the information required in the inventory tracking system in accordance with finalized state regulations and Marina City Municipal Code. The detailed specifications of Elemental Wellness's inventory tracking system are included below, and in the Point of Sale Software Description section of this application.

PERSONNEL RECORDS

We will maintain personnel records for each employee, agent, or volunteer that includes:

- 1. Application,
- 2. Documentation of all required training,
- 3. A signed statement from the individual indicating the date, time, and place that he or she received training and the topics discussed, including the name and title of the presenters, and
- 4. Record of any disciplinary action taken against employee at any time during employment.
- 5. These personnel records will be maintained for a period of at least six months past the end of the individual's affiliation with us.

RECORDKEEPING AND REGULATORY COMPLIANCE

Elemental Wellness will implement the following policies and procedures to establish and enforce record keeping policies and procedures that will ensure Elemental Wellness meets or exceeds all requirements promulgated in accordance with finalized state regulations as well as Marina City Municipal Code.

Unless otherwise stated in finalized state regulations and Marina City Municipal Code, Elemental Wellness will, for a seven-year period, keep and maintain upon the licensed premises true, complete, legible and current books and records. Elemental Wellness will make all required records available for inspection if requested by the City of Marina.

Elemental Wellness will employ an Information & Records Manager, who will report to the CEO and oversee the safekeeping and security of all Retailer books, records, invoices, reports, and other documentation, both confidential and otherwise, including all records required (detailed below) in accordance with finalized state regulations and Marina City Municipal Code.

The Information & Records Manager's responsibilities will include:

- Maintain all records and reports as required by Marina City regulations and organization policies.
- Oversee and maintain security camera recordings.

- Establish and implement policies and procedures relating to data security.
- Maintain extensive knowledge of Marina City regulations governing Commercial cannabis dispensing.
- Design and manage business procedures for the detection, investigation, correction, disciplinary action, and/or prosecution related to information security breaches, violations, and incidents.
- Act as liaison to Marina City law enforcement officials.
- Act as liaison to Marina City Department of Health and/or additional applicable regulatory bodies.

Elemental Wellness's senior management will be responsible for providing the Information & Records Manager with the following information:

- The Inventory Manager will maintain all required transaction documents for the Information & Records Manager's record keeping.
- The Senior Order Manager will maintain Inventory Records and submit documentation to Information & Records Manager.
- The Security Manager will maintain and submit log books and visitor/guest sign-in books, as well as any other information required for the Information & Records Manager's Incident Log.

MAINTENANCE OF INCIDENT LOG

Elemental Wellness's Information & Records Manager will maintain a detailed Incident Log documenting each instance of theft, diversion, Commercial cannabis use on the registered premises, physical conflict, violent incident, triggered alarm, non-registered visitor and/or other emergency. Each entry will describe the circumstances of the situation, including date, time, and the parties involved in both the incident and its resolution. The Information & Records Manager will notify the company's Security Manager and CEO upon each entry. The Incident Log will be stored in the Security & Records Office for a period of five years from the date of the incident.

The Information & Records Manager will maintain an incident report of all unlawful activities committed on the premises for a period of five years, which will be made available to the City of Marina during inspections. Such reports will be stored in a safe in the Security & Records Office, according to the company's Recordkeeping SOPs, meeting or exceeding all Marina City regulations stated above.

The Information & Records Manager will maintain reports of all incidents that triggered an alarm on the registered premises for a period of five years. Such reports will be made available to the City of Marina or other regulatory agency during any inspection of the facility. The Information & Records Manager will follow up the initial notice to the City with a written report describing in

detail the factual circumstances surrounding the incident, including an inventory report of all stolen items, if applicable.

All security recordings will be retained by the Information & Records Manager in the Security and Records Office for a minimum of thirty (30) days and will be available upon request to the Marina City PD or the City Manager. All records, reports, and recordings will be stored and maintained by the Information & Records Manager and will be made readily available on site to facilitate any action of law enforcement and/or the City of Marina.

At a minimum, but frequently exceeding these requirements, the following records will be maintained by Elemental Wellness:

- Records relating to the disposal of Commercial cannabis, Commercial cannabis products, and waste in accordance with Marina City Municipal Code.
- Records related to the sale of Commercial cannabis products in accordance with Marina City Municipal Code.
- Transportation records in accordance with Marina City Municipal Code.
- Records of all samples sent to an independent testing laboratory and the quality assurance test results.
- Security records in accordance with Marina City Municipal Code.
- Inventory tracking records and inventory records maintained in the inventory tracking system, as well as records maintained by the facility outside the inventory tracking system, in accordance with Marina City Municipal Code.
- Financial records retained at a location determined by Elemental Wellness in accordance with Marina City Municipal Code.
- Employee records in accordance with Marina City Municipal Code.
- Records of any theft, loss, or other unaccountability of any Commercial cannabis as described in Marina City Municipal Code.

Elemental Wellness will use a commercial grade, industry standard electronic system for storage and retrieval of records required by finalized state regulations, as well as other records relating to Commercial cannabis.

In using an electronic system for recordkeeping, Elemental Wellness will ensure that the system will:

- Guarantee the confidentiality of the information stored in the system.
- Be capable of providing safeguards against erasures and unauthorized changes in data after the information has been entered and verified by the company.
- Be capable of placing a litigation hold or enforcing a records retention hold for purposes of conducting an investigation by the City of Marina or law enforcement officials, or pursuant to ongoing litigation.
- Be capable of being reconstructed in the event of a computer malfunction or accident resulting in the destruction of the data bank.

Elemental Wellness will maintain financial records, which will include, at a minimum, the following:

- Records that clearly reflect all financial transactions and the financial condition of the business, including contracts for services performed or received that relate to the company.
- Purchase invoices, bills of lading, manifests, sales records, copies of bills of sale, and any supporting documents, including the items and/or services purchased, from whom the items were purchased, and the date of purchase.
- Bank statements and cancelled checks for all accounts relating to the company, if applicable.
- Accounting and tax records related to the company and all investors in the facility.

Elemental Wellness will maintain employee records, which will include, at a minimum, the following:

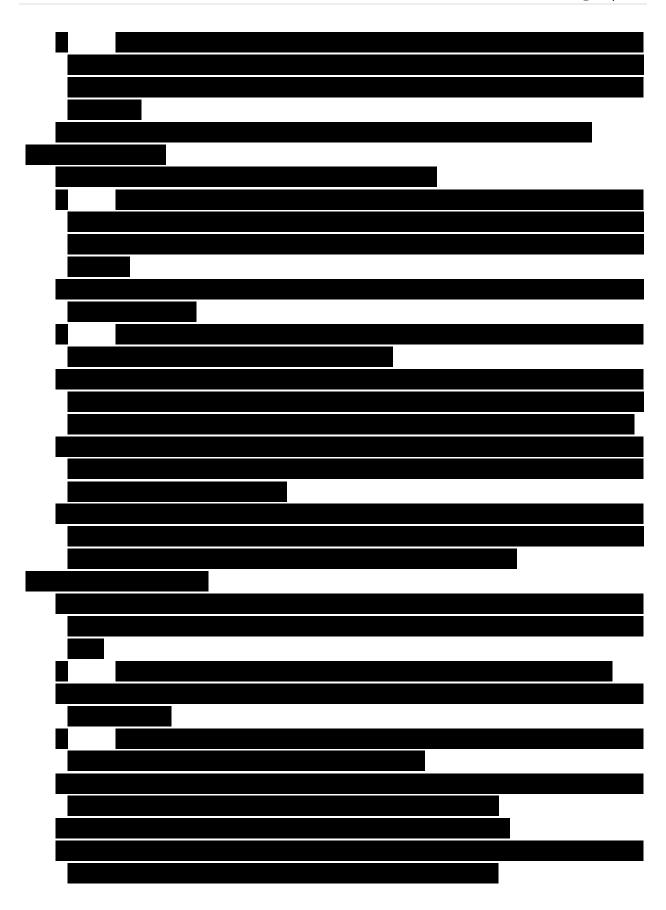
- All records relating to the hiring of employees, including applications, documentation of verification of references, and any other related materials.
- An employee log that includes the following information for every current and former employee:
- Employee name, address, phone number and emergency contact information.
- Registration number and access credential designation.
- Date of hire and date of separation from employment, if applicable, and the reason for the separation.
- All training, education, and disciplinary records.
- Salary and wages paid to each employee, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with any Commercial cannabis business, including members of a non-profit corporation, if any.
- Visitor logs maintained in accordance with finalized state regulations and Marina City Municipal Code.

Commercial cannabis production and disposal records will be stored at the facility using the company's track and trace system. It will include, at a minimum, all of the following:

- The registered product name, strain and quantity of Commercial cannabis involved.
- The date of production or removal from production.
- The reason for removal from production, if applicable.
- A record of all Commercial cannabis products sold, transported, or otherwise disposed of.
- The date and time sale, transportation, or disposal of the Commercial cannabis products.

If any Commercial cannabis is destroyed, Elemental Wellness will maintain records in accordance with finalized state regulations and Marina City Municipal Code.

DELIVERY DELIVERING PRODUCTS

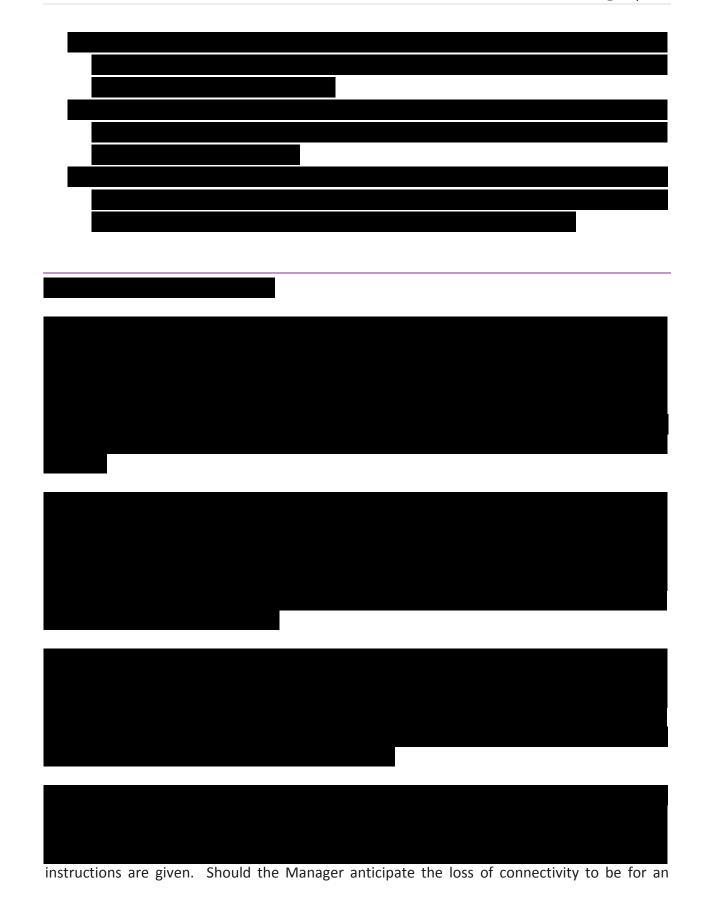


THE FOLLOWING POLICIES WILL BE STRICTLY ADHERED TO FOR ALL PROCESSING AND TRANSPORTATION OF CANNABIS AND CANNABIS PRODUCTS OFF SITE FROM THE DISPENSARY.

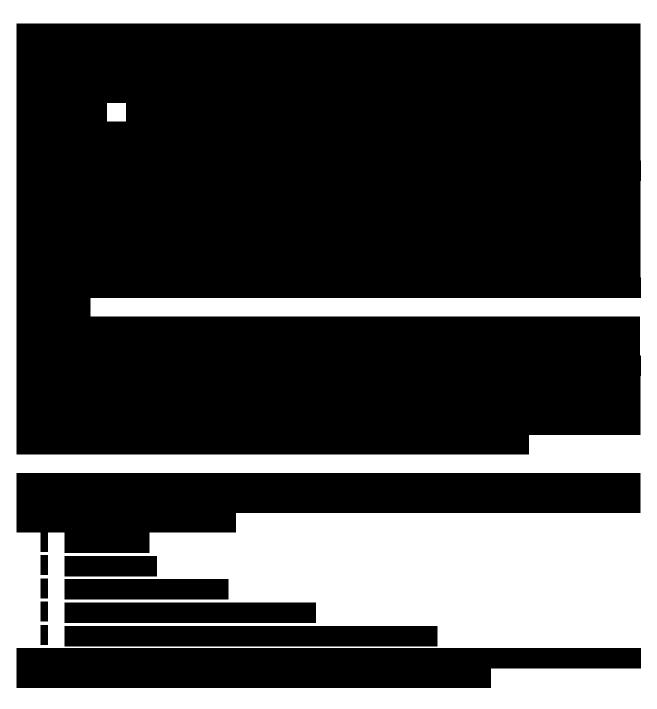
VEHICLE INFORMATION	
Vehicle make]
Vehicle model	
Vehicle color	
Vehicle year	
VIN	
License plate number	
DMV registration information	







ORDER PROCEDURES



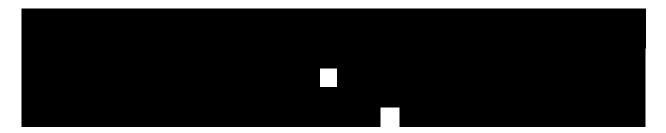
LOCATION TRACKING



RADIO COMMUNICATION



NAVIGATION





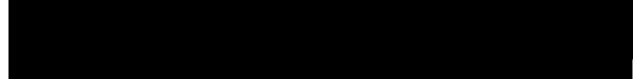
BREAKS AND STOPS

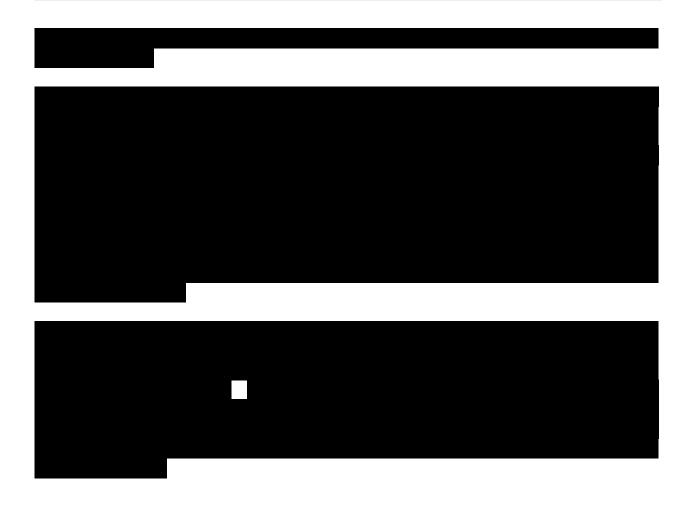




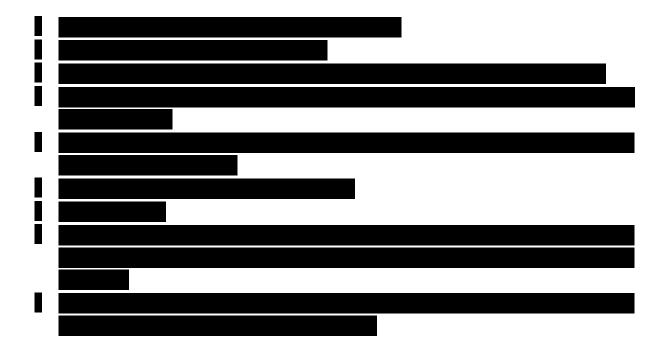
RECEIVING NEW ORDERS







DELIVERY REQUEST RECEIPT



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DELIVERY TO CONSUMER

Prior to arriving at any physical delivery location, Elemental Wellness must have received a delivery request from a customer and provided the delivery request receipt to the driver electronically or in hard copy form.

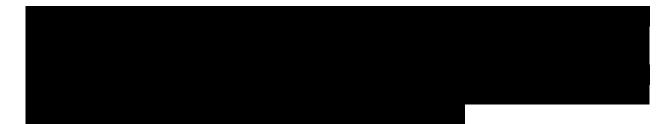




RETURN TO DISPENSARY

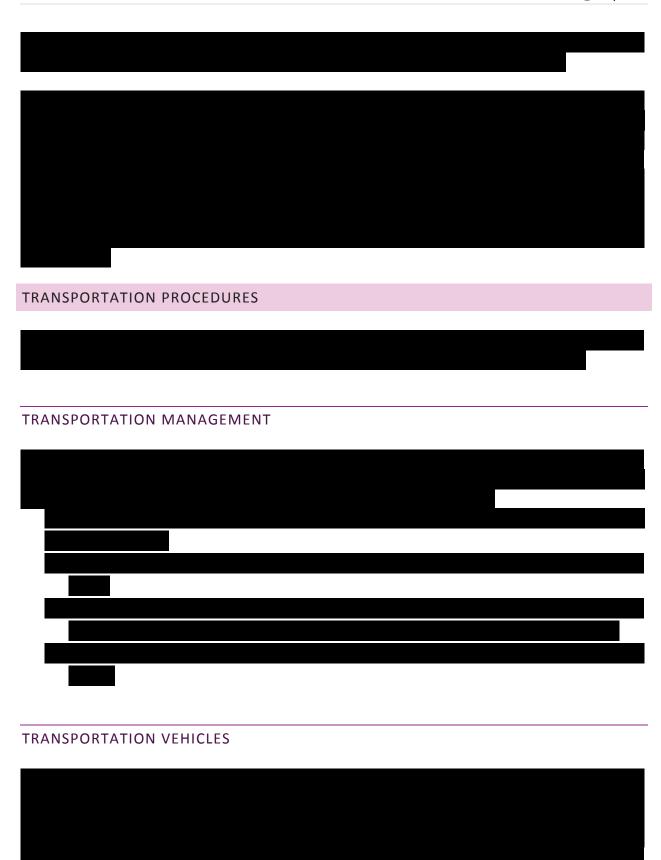


AUDITING









TRANSPORTATION SAFETY MEASURES



RISK-BASED ADVANCED ROUTE PLANNING



PROHIBITED TRANSPORTATION METHODS



PRIOR TO TRANSPORTATION



DURING TRANSPORTATION



PRODUCT SELECTION PROCESS OVERVIEW

Elemental Wellness intends to offer to its customers a wide assortment of carefully curated cannabis and cannabis products. Elemental Wellness intends to be a boutique dispensary, carefully vetting, scouting, and curating only the finest cannabis products. For any cannabis product or brand, Elemental Wellness shall perform appropriate due diligence of the product quality, the licensee, manufacturer, and cultivator to ensure the cannabis products meet Elemental Wellness's rigorous standards, and to verify the licensees are compliant with State and local law.

PRODUCT OVERVIEW

Elemental Wellness shall not make any cannabis or cannabis products available for sale or delivery to a customer unless:

- 1) The cannabis or cannabis products were cultivated by a licensed cultivator, processed by a licensed manufacturer, and transported by a licensed distributor;
- 2) The cannabis products were accompanied by a "passing" analysis from an independent, licensed testing laboratory;

- 3) The licensed distributor has conducted a thorough quality assurance review of the cannabis products; and
- 4) Elemental Wellness has verified that the cannabis goods have not exceeded their expiration or sell-by date if one is provided.

GENERAL STORAGE PRINCIPLES

All supplies, products, materials, and packaging components shall be stored properly in accordance with Elemental Wellness's procedures. The focus of storage shall be to prevent the contamination and deterioration of cannabis goods. Elemental Wellness understands that proper storage techniques and processes will mitigate diversion, theft, contamination, and deterioration.

QUALITY REVIEW

Prior to receiving a shipment from a distributor, Elemental Wellness's employees shall complete the following:

- 1) The receiving employees shall cross-reference the certificate of analysis from the laboratory to make sure it corresponds to the current cannabis goods;
- 2) The receiving employees shall ensure the labels on the cannabis products are consistent with the certificate of analysis regarding cannabinoid contents and contaminants required to be listed by state and local law;
- The receiving employees shall ensure the packaging complies with applicable packaging laws, including meeting the following:
 - a. The state-specific government warning in appropriate font and bold print;
 - b. A warning if nuts or other known allergens are used;
 - c. The total weight (in ounces or grams as appropriate) of cannabis in the package;
 - d. A warning that the product is to be kept away from children;
 - e. Identification of the source and date of cultivation, the type of cannabis or cannabis product, and the date of manufacturing and packaging;
 - f. The appellation of origin, if any;
 - g. List of pharmacologically active ingredients, including, but not limited to, THC, CBD, and other cannabinoid content, the THC and other cannabinoid amount in milligrams per serving, servings per package, and the THC and other cannabinoid amount in milligrams for the package total;
 - h. Only generic food names are used to describe any food ingredients;
 - i. The packaging and labeling are not to be made attractive to children;

- j. The labeling shall include the words "cannabis-infused", if applicable;
- k. Instructions for use, such as method of consumption or application;
- I. Product expiration date, "use by" date, or "best by" date;
- m. The unique identifier-number.
- 4) The packaging is tamper-evident.
- 5) The weight or count of the cannabis shipments comports with the shipping manifest.

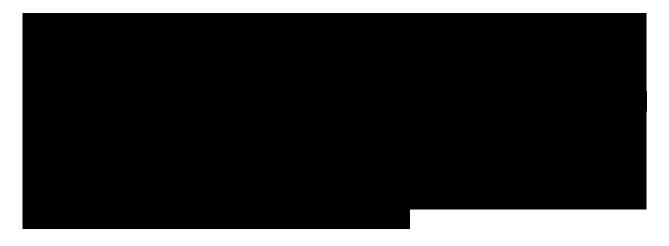
PACKAGING & LABELING

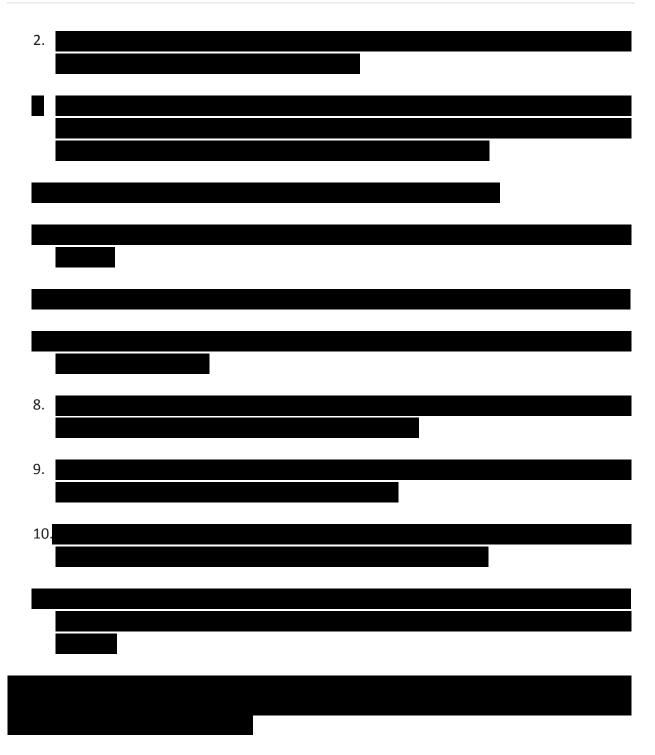
Elemental Wellness shall not package or label cannabis goods. Elemental Wellness shall not accept cannabis goods or sell cannabis goods that are not properly packaged and labeled. No employee may alter, obliterate, or destroy any label attached to a cannabis product container or package, and any opened cannabis goods shall not be sold or consumed.

EXIT PACKAGING

Cannabis and cannabis products purchased by a customer shall not leave the Dispensary unless they are placed in an opaque exit package.

STORAGE





QUALITY CONTROL MEASURES

The General Manager is responsible for ensuring the quality and safety of all cannabis products in the dispensary's inventory. The General Manager will ensure that expired, contaminated, or otherwise unusable cannabis products are disposed of in accordance with waste disposal policies and procedures and properly recorded in the software system. Elemental Wellness is committed

to protecting the quality of cannabis it makes available to its customers. The track and trace software will be utilized to ensure all products are handled in accordance with the highest standards. This is done through its storage tracking capabilities. Employees will always be able to leave notes, record dates, track movement of inventory to different points in the store, etc. By tracking all inventory at the storage and sales floor levels, employees can ensure contaminated or expired products do not reach the market.

TESTING

Elemental Wellness shall ensure that all cannabis goods are tested by an independent, licensed testing laboratory. Elemental Wellness shall not receive a shipment of cannabis goods from a licensed distributor unless the shipment is accompanied by a "passing" certificate of analysis certified by a testing laboratory. The receiving employees shall cross-reference and verify that the shipping manifest, quality assurance review, and certificate of analysis all match *and* that each document matches the physical goods being received into the Dispensary.

INPUTTING CANNABIS GOODS INTO THE INVENTORY SOFTWARE



INVENTORY RECORDKEEPING

During onboarding, each employee will receive training on the inventory control plan, including the correct method to input inventory counts into the software program.

REPORTING SUSPECTED OR KNOWN INCIDENTS OF DIVERSION

The Chief Oversight Officers will investigate any suspected report of diversion of cannabis materials or products. The Chief Oversight Officers will report any verifiable incident of diversion of cannabis materials or products to law enforcement as needed. All of Elemental Wellness's employees must report the unauthorized diversion of cannabis materials or products to the appropriate supervisor immediately. Diversion of cannabis materials or products may be cause for termination.

DIVERSION PREVENTION

EMPLOYEE THEFT REDUCTION MEASURES





EMPLOYEE SCREENING

Background Checks

Elemental Wellness shall conduct a pre-employment background investigation on all personnel. The background investigation shall include a criminal history, education and employment verification, complying with the Fair Credit Reporting Act. Elemental Wellness reserves the right to conduct pre-employment drug testing for all substances excluding cannabis.

NON-DIVERSION

Receipt of Inbound Shipments

Elemental Wellness will require that all **incoming retail products** have a detailed transit slip ready on arrival. All inbound shipments will have a detailed Purchase Order that can be used for receipt into the company's inventory tracking system.









CONSUMPTION

We will have a strict policy of no onsite consumption at the proposed facility. Our highest priority is to the safety of our community, our customers, and our employees. Allowing individuals to consume cannabis on site or come to the facility under the influence of cannabis, would be equivalent to encouraging our customers to drive under the influence of cannabis, which is a danger to all.

Most importantly, no person shall be allowed in the facility or office who indicates they are under the influence of cannabis, alcohol, or any other drug.

We will prohibit any viewing, opening, or displaying cannabis and/or cannabis products outside the facility floor, including the parking lot or in any vehicle while on facility property. Instructions will be given to wait until any customer is at home or other safe location before opening their bag to view or use their medication.

Experience does show us that cannabis customers are extremely thankful and appreciative of their rights and responsibilities in using cannabis as a medicine. For that reason, simple signage to signal people of onsite consumption policies will make onsite consumption a negligible issue.

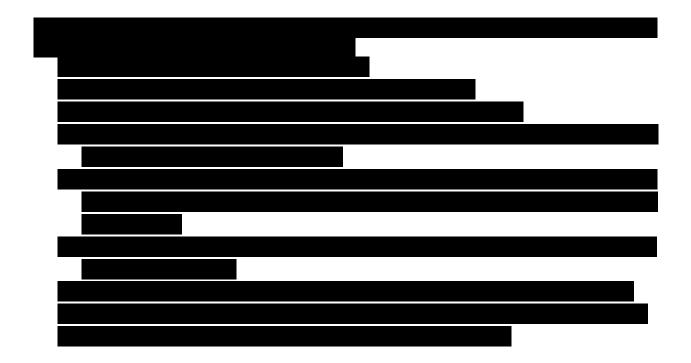
Additionally, our policies regarding onsite consumption and being under the influence of any drug will be a part of the basic rules, printed in bold on the customer agreement all customers must sign before becoming a customer.

All customers are entered and maintained into a comprehensive POS system. This database has been specifically developed as a HIPAA (Health Insurance Portability and Accountability Act of 1996)-compliant software suite for use by the cannabis industry, and is also compliant with all California regulatory standards. This system tracks the status of the throughout their relationship with Elemental Wellness.

CUSTOMER ACCESS TO INVENTORY



CURRENCY MANAGEMENT



SALES AND CASH MANAGEMENT PROCEDURE





INSPECTIONS

A duly designated City police department or finance department representative may enter and shall be allowed to inspect the premises of every cannabis business as well as the financial and membership records of the cannabis business required by this chapter at any time during the cannabis business's designated business hours, or at any appropriate time to ensure compliance and enforcement of the provisions of this chapter. It shall be unlawful for any owner, operator, or any other person having any responsibility over the operation of the cannabis business to refuse to allow, impede, obstruct or interfere with an inspection of the cannabis business or the required records thereof.

Security recordings, visitor/contractor logs, security equipment service records of inspection and maintenance and all other means of security records for retention will be time/date stamped and stored on secure password protected hard drives, which will be locked in a storage closet within the surveillance room area or vault room to prevent tampering. Only qualified employees of Elemental Wellness will have access to the surveillance system to reproduce recordings, store footage etc. in order to limit the possibility of loss or damage. Recordings will be kept for audit for a period of no less than 90 days.

Elemental Wellness will foster a culture of lawfulness and cooperation with the City and local Law Enforcement and welcomes all recommendations to create a safer and more secure workplace.

REGULATORY FEES/ SELLERS PERMIT

According to Section 5.20.020 of the Marina Municipal Code, Elemental Wellness will pay a business operations tax equal to a minimum of 2.5% of annual gross receipts prior to January 1, 2022, and no more than 5% beginning January 1, 2022. Payments will be made quarterly on July 1, October 1, January 1, and April 1 of each year.

Elemental Wellness will ensure timely and accurate payment of all City, State, and Federal taxes. We will register with the CDTFA for a valid seller's permit upon issuance of a license and before we commence sales.

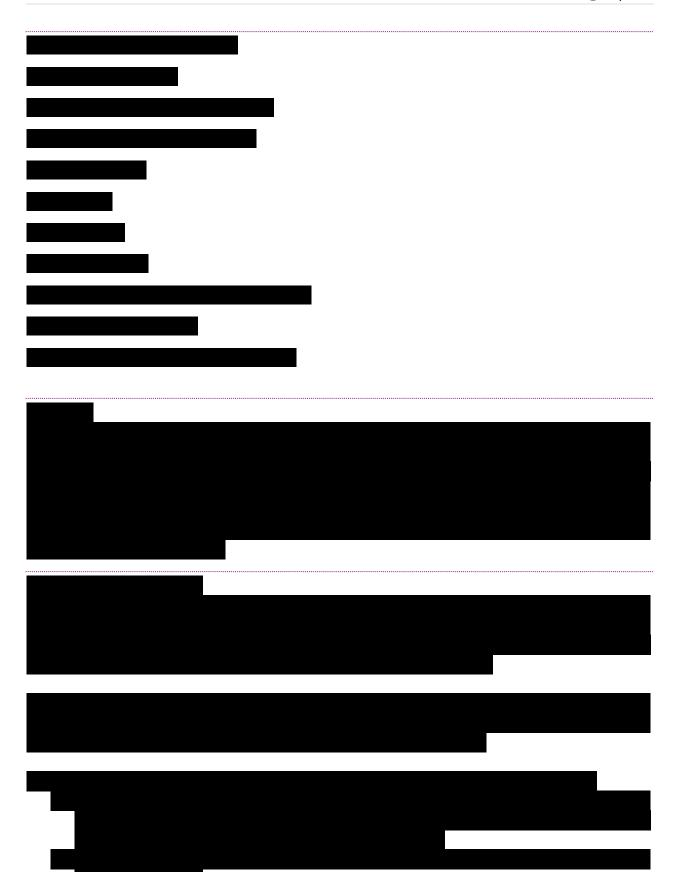
Elemental Wellness will allow access to the facility and facility records if requested by the City. We will also pay for an annual inspection and submit to inspections by the City to verify compliance at any time.

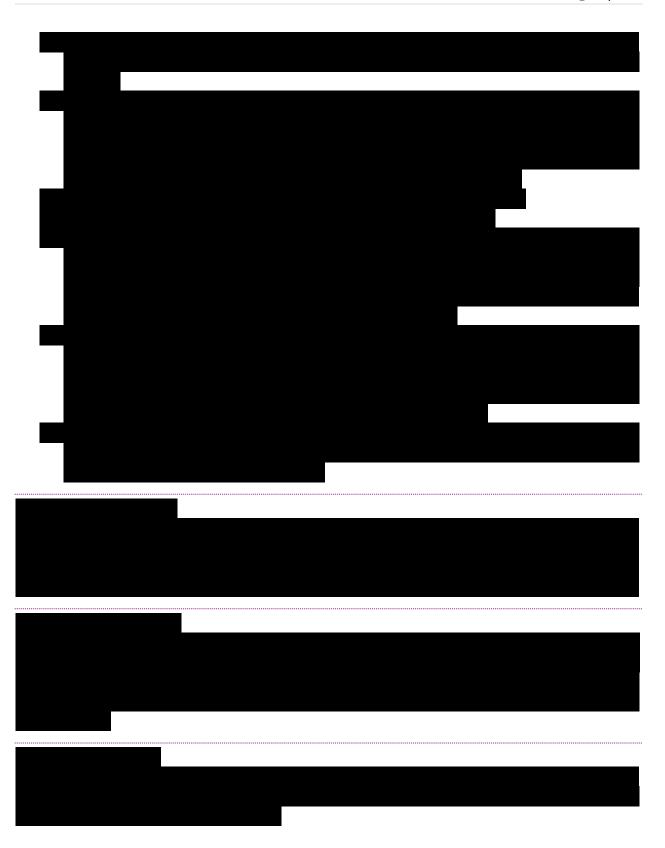
All Use Permits, State Licenses, Seller's Permits, etc., will be displayed on the premises and carried in delivery vehicles in an obvious and easily readable location.

SECURITY PLAN



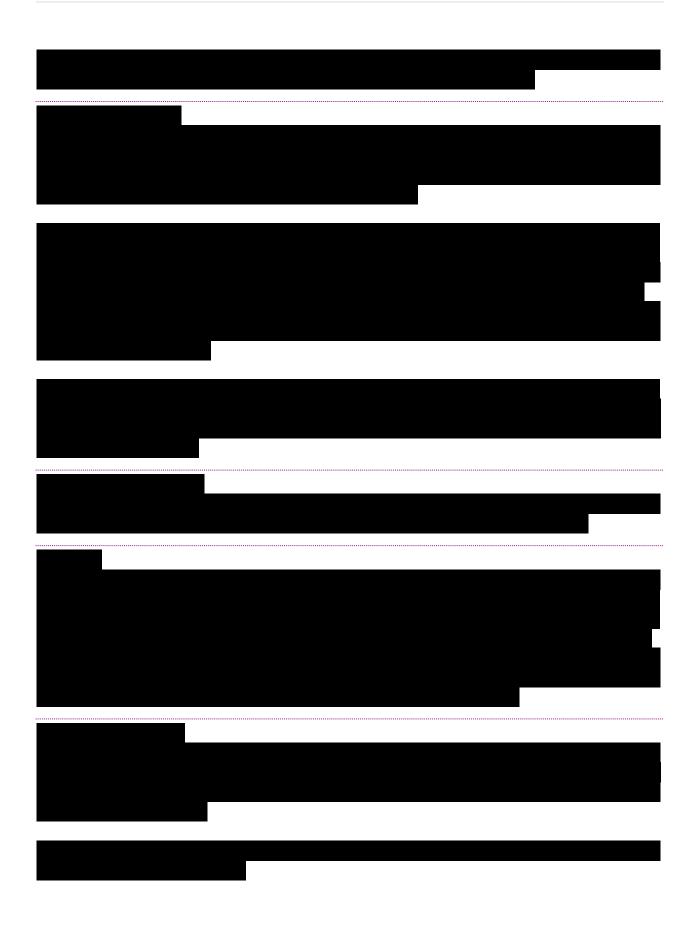




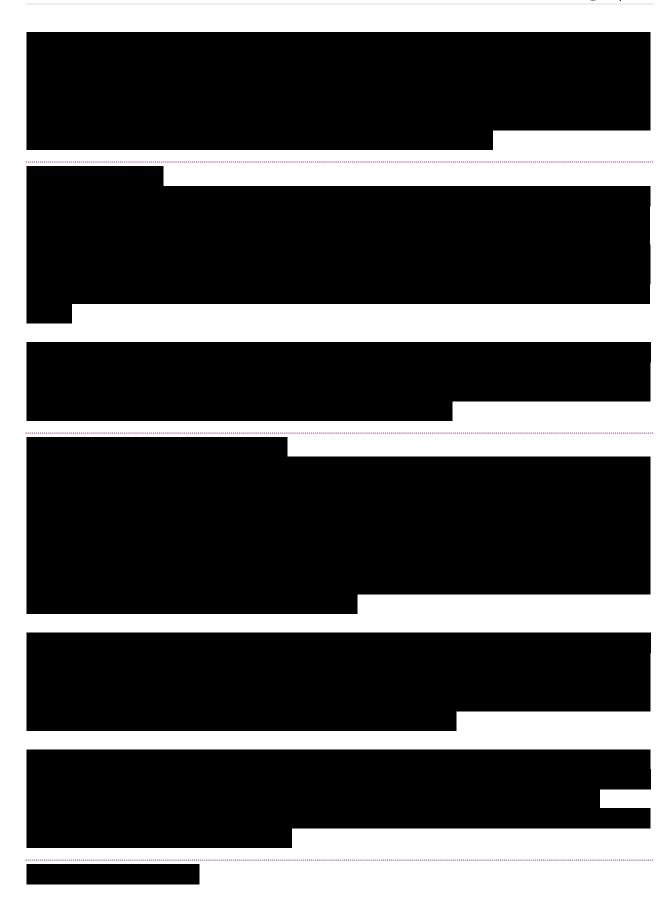




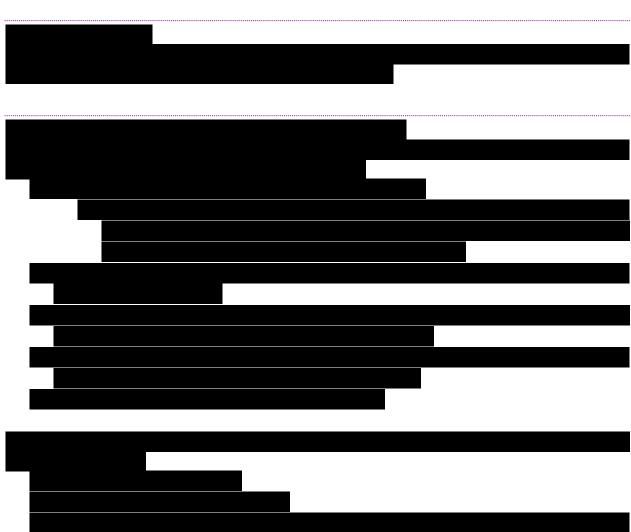




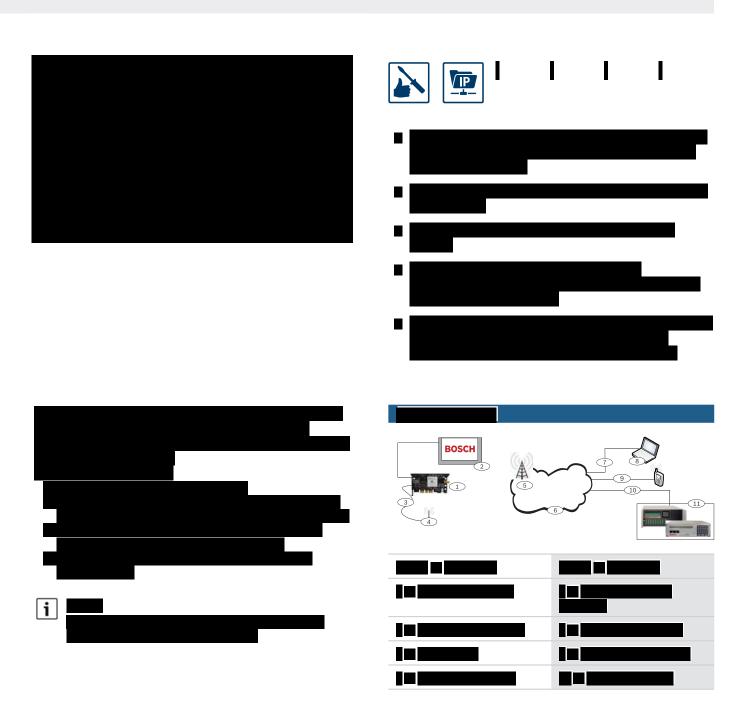
















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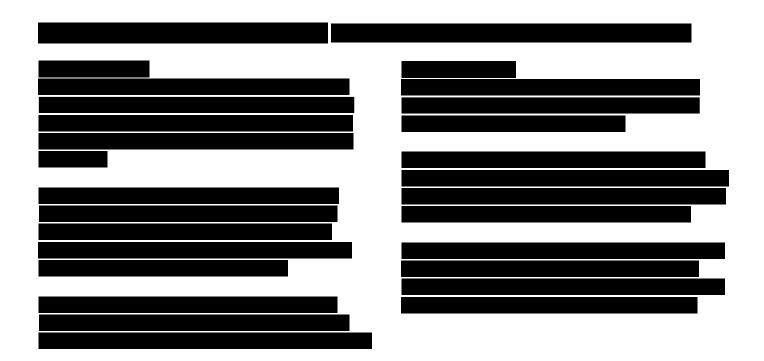
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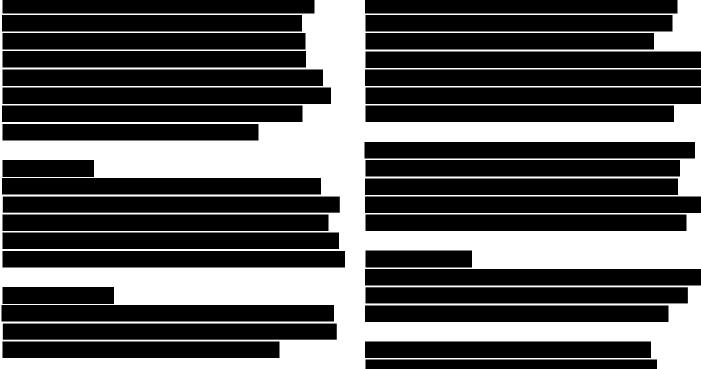
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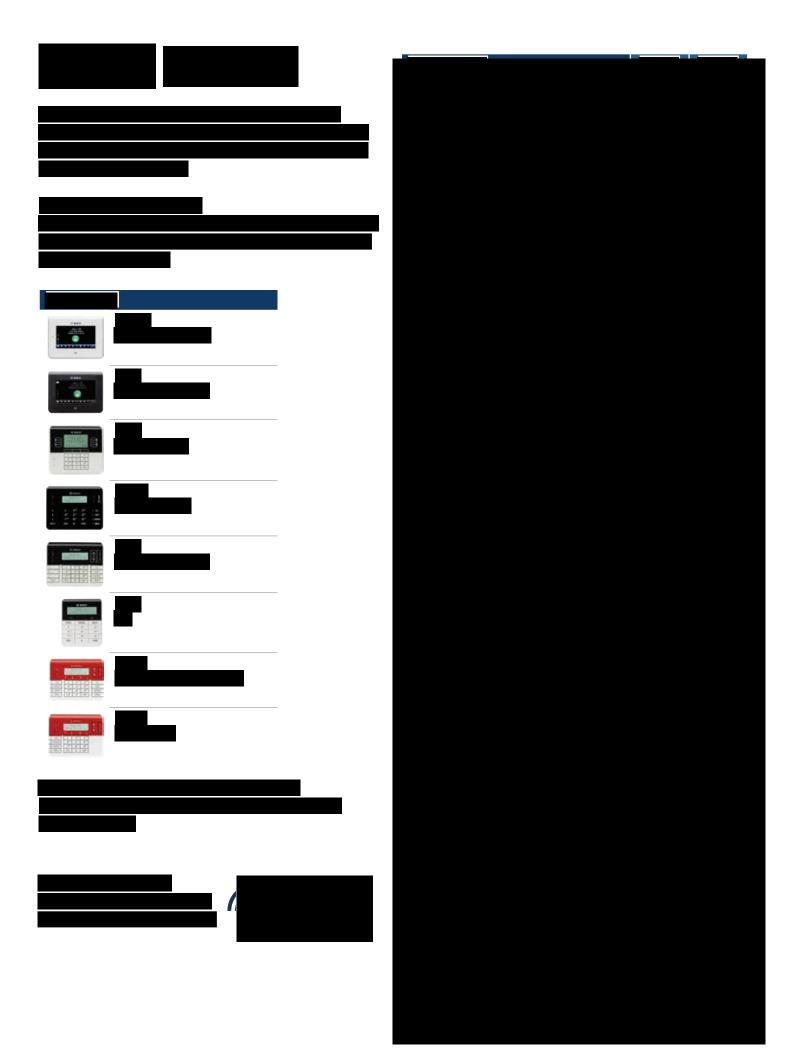


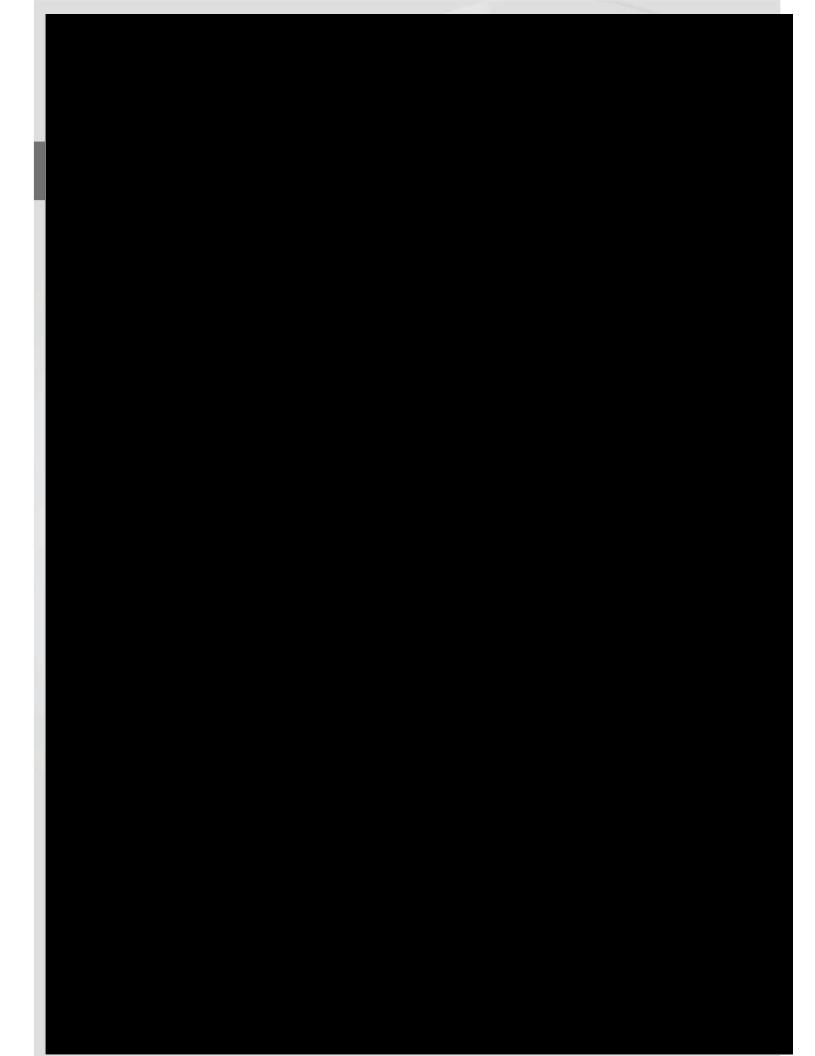












SAFETY PLAN

This safety plan outlines the fire prevention, fire suppression, HVAC system, and alarm system the facility will have in place, as well as Operating Policy/Procedure to provide guidance relative to any threat to safety or unforeseen incident. Each person whose area of responsibility is affected by this OP will devise job procedures and/or other appropriate methods for carrying out the instructions contained herein. Local Law Enforcement is available to provide employees with additional guidance.

ELEMENTAL WELLNESS

SAFETY & FIRE PREVENTION PLAN

MEDICAL AND ADULT-USE STORE FRONT RETAIL DISPENSARY

Prepared by:

Michael E Gazsi
Fire Protection Specialist
Innersec
23785 El Toro Rd #172
Lake Forest CA 92630

Reviewed by:

Scott Jacobs NICET Level 4
Principal – Code & Fire Life Safety
ISC Electronic Systems, Inc
CA License #635904



This report has been provided for the purpose of outlining facility and occupational safety and fire prevention measures, HVAC, odor control, building code compliance for application approval for dispensary retail use located at 3343 PAUL DAVIS DRIVE, MARINA, CA. This report is intended for licensing only and a full review is necessary prior to any building permit, construction, or occupancy can take place.

Sincerely,

Michael E Gazsi

Fire Protection Specialist Innersec

23785 El Toro Rd #172

Lake Forest CA 92630

FIRE SAFETY

The facility's fire suppression system is augmented with human procedures and training to assure that employees are prepared for a fire outbreak emergency. In accordance with its safety goals, The Company will be establishing and implementing the following fire prevention and suppression policies for its facility:

Fire Prevention Standards. The facility conforms to all local and state building and fire codes and fire suppression regulations. High standards for fire safety will be developed to ensure that the facility has the ability to prevent and mitigate emergencies. Developing these standards will involve:

- 1) Carrying out an assessment to identify possible dangers and risks;
- 2) Thinking about who might be particularly at risk, such as disabled employees;
- 3) Providing a plan for emergencies;
- 4) Conducting a follow-up fire risk assessment and requiring regular periodic review of this assessment by all employees; and
 - 5) Keeping records regarding all potential fire related incidents and assessments.

Electrical Safety. The Company will minimize workplace electrical hazards by specifying electrical equipment and designing electrical systems as required by the National Electrical Code.

No Open Flames. The Company has a strict "no smoking" policy to mitigate the risk of any open flames.

Minimizing Risks. To limit the risk of fires, The Company intends to implement the following procedures:

- 1) No storage of combustible materials or liquids;
- 2) Ensure doors, hallways, stairs, and other exits are kept free of obstruction;
- 4) Not rely on extension cords if wiring improvements are needed; and
- 5) Not overload circuits with multiple pieces of equipment.

Training. The Company will train all its employees on safety procedures and policies in the event of any fire-related emergency as follows:

- 1) Employees will be made aware of the locations of circuit breakers and boxes; emergency phones; panic buttons; alarms; fire extinguishers; first aid kits, and the appropriate procedures for using these devices;
- 2) Management will periodically test employees on their knowledge of fire safety matters within the Facility;
- 3) All employees are required to participate in fire drills to test their knowledge in practice. Random drills conducted at least twice per year will give employees the opportunity to practice protocols and allow The Company to assess the effectiveness of the training;

4) In the case that an employee does not implement emergency procedures properly, the employee will be required to review procedures and attend additional training and drill exercises.

General Evacuation. All employees will receive instruction on the general evacuation procedures to be followed in case of a fire:

- 1) How and where to assemble;
- 2) Whom to report to; and
- 3) How to evacuate disabled persons.

FIRE SECURITY PROCEDURES

The facility will comply with all local fire code requirements. Fire Prevention is a vital aspect of dispensing safely. As part of The Company's commitment to the safety of our employees, we have developed a comprehensive Fire Plan to address how fires will be prevented and managed/contained if they do occur. Knowing that people are our most valuable resources, all employees will be trained and required to conduct themselves with consistent due diligence to prevent fires from occurring.

Procedure

Recognizing Fire Hazards

Housekeeping is an essential component of fire safety in our facility. Our facility will have the following policies in place:

- Work areas must be kept as clean as work allows.
- Space should be evaluated for fire hazards
- Unused combustible items, such as unused boxes, paper, and other flammable items must remain clear of workspace.
- Items being stored inside each building should not block access to fire extinguishers or other safety equipment. The Company will equip all buildings with a Fire Extinguisher and Fire Alarm Pull Station.

When Fire Is Identified

The Company recognizes that fires can be very dangerous. We will adopt and train to the policy below in regard to our associates. When a fire is discovered, employees should do the following:

First, assist any person in immediate danger to safety, if it can be accomplished without risk to yourself.

Second, activate the building fire alarm system or notify the fire department by dialing 911 (or designating someone else to notify them for you). When you activate the building fire alarm system, some, but not all, will automatically notify the fire department and get help on the way.

Only after having done these two things, if the fire is small, you may attempt to use an extinguisher to put it out. You should always be certain that you will not endanger yourself or others when attempting to put out a fire.

Never Attempt to Extinguish a Fire if:

You don't know what is burning. If you don't know what is burning, you don't know what type of extinguisher to use. Even if you have an extinguisher, there may be something in the fire which is going to explode or produce highly toxic smoke.

The fire is spreading rapidly beyond the spot where it started. The time to use an extinguisher is in the incipient, or beginning, stages of a fire. If the fire is already spreading quickly, it is best to simply evacuate the building, closing doors and windows behind you as you leave.

You don't have adequate or appropriate equipment. If you don't have the correct type or large enough extinguisher, it is best not to try to fight the fire.

What to do if:

If your clothes catch on fire, the best thing to do is to find a safety shower.

If a safety shower is available, then immediately remove your outer clothing and use the shower long enough to remove any contaminating material and to cool the skin.

If there isn't a safety shower nearby, then stop where you are, drop and roll on the floor, covering your face with your hands and roll back and forth to extinguish the flames.

Fire Extinguishers

All personnel will be adequately trained in the use of fire extinguishers and know where the closest fire extinguishers are located. Extinguishers should not be blocked access or covered up. Below is the methods that will be taught to employees regarding fire extinguisher use:

Pull The Pin: This will allow you to discharge the extinguisher.

Aim At The Base Of The Fire: If you aim at the flames (which is frequently the temptation), the extinguishing agent will fly right through and do no good. You want to hit the fuel.

Squeeze The Top Handle Or Lever: This depresses a button that releases the pressurized extinguishing agent in the extinguisher.

Sweep From Side To Side: Start using the extinguisher from a safe distance away, then move forward. Once the fire is out, keep an eye on the area in case it re-ignites.

Emergency Egress

The Security Agent will regularly inspect the facility to ensure that all emergency exits are clear. Additionally, the facility will have the appropriate lighting and directions placed in a clear location to safely evacuate the building in case of a fire. Employees will be trained on the following policies:

- Aisles need to remain clear so that there is a clear path of egress to emergency exits.
- Do not wedge or block doors in the event of a fire.
- Make sure you are familiar with your building's evacuation plan and know where exits are located and learn all of the escape routes from your facility area
- Leave immediately if the fire alarm sounds. Don't ever assume it is just a fire drill.
- Ensure you take any personal belongings.
- Close all doors and windows on the way out.
- Make sure everyone in your area has been accounted for. Your manager may want to designate an assembly area outside to meet in the event of an evacuation.
- Do not reenter the building unless authorized to do so.

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Door Placards

Door placards provide critical emergency information to firefighters or other emergency personnel who need to enter the lab.

The Company will ensure that door placards are updated a least once a year (or more frequently if the information changes).

This information will be available to the fire department in the event of a fire or other emergency.

HVAC

Ventilation and Inhalation Issues

The Company will utilize a new AC unit configured for this space, with the addition of high grade HEPA Filters added to the system for purification of the inside air.

HVAC Systems

The facility will be equipped with Energy Star HVAC technology which allows an energy efficient means of controlling the facility's climate, and the facilitation of proper ventilation to prevent the spread of unwanted odors. HVAC equipment will provide the following:

- 1. Installation of vent dampers;
- 2. Analysis of systems and replacement of inefficient components;
- 3. Use of programmable thermostats and controls; and
- 4. Sealing and insulation of ducts and hot water pipes.

Special Requirements On Use And Occupancy

The following section analysis addresses the specific hazards that are typically associated with the production and sale of cannabis and cannabis products and that are applicable to this project.

Combustible Fibers

Combustible fibers are defined by the CFC as "Readily ignitable and free- burning materials in a fibrous or shredded form, such as cocoa fiber, cloth, cotton, excelsior, hay, hemp, henequen, istle, jute, kapok, oakum, rags, sisal, Spanish moss, straw, tow, wastepaper, certain synthetic fibers or other materials. This definition does not include densely packed cotton." The cannabis retail products, which includes parts of the plant, can be considered a combustible fiber. However, combustible fibers are only considered hazardous if manufactured, generated or used in concentrations and conditions that create a fire or explosion hazard. There will be no loosely stored combustible fibers, and all material is stored in approved packaging. There will be no volatile manufacturing or processing of cannabis products and only ethanol extraction methods will be used in the manufacturing facility; in the retail facility, the display for resale conditions do not create a fire or explosion hazard that would require a Group H occupancy classification.

Odor Control

All appropriate ventilation and filtration systems will be designed and installed to control noxious odors and so that odors from cannabis are not detectable from the outside of the building. The first part of the system is a recirculatory inline filter and fan combo which draws air in and channels the filtered air to the Reception room. This constant recirculation will be very effective at eliminating odor and runs 24 hours a day throughout the premise. The second part of the system involves roof top mounted exhaust fans that are coupled to in-line carbon filters. Air is drawn into the carbon filters where odors are trapped by the activated charcoal and is discharged to the exterior. This continuous drawing of air into the filters creates a negative pressure or vacuum in the space in relation to the outside barometric pressure. That means rather than air escaping from the building interior through small cracks, around doors, etc., it draws in make-up

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air through any crack or void that may exist. This means that odors are kept from escaping and air is constantly being scrubbed and replaced by outside air.

FIRE SUPPRESSION

Fire Extinguishers. Fire extinguishers are a necessary tool in controlling fires prior to the arrival of emergency personnel. The Company shall install fire extinguishers in each room, and additional extinguishers as determined by the engineer and fire consultant. These extinguishers will be inspected annually and certified by a licensed company.

Fire Evacuation Plan. The Company recognizes that the safe, orderly, and prompt evacuation of its employees, vendors, and any other building occupants depends upon the establishment of a safe and efficient emergency evacuation plan. Every employee will be trained in carrying out the safe and effective evacuation when the fire alarm sounds or when directed by a public authority or management representative. The fire evacuation plan consists of the following:

- 1) The Company is a firm believer that emergency preparedness can mitigate the risk of various emergencies, especially fire. Accordingly, The Company will ensure the following pre-planning activities are conducted:
- 2) Exits will be checked routinely to ensure there are always at least two unobstructed pathways;
- 3) Periodic fire drills conducted to ensure employee and vendor familiarity; and
- 4) Evacuation diagrams will be posted throughout the building.

Evacuation Process. The Company will implement the following general policies relative to an evacuation process (these are subject to change in accordance with the emergency conditions and circumstances, and preservation of life shall always be the dictating determination for evacuation procedures):

- 1) Upon discovery of fire or smoke condition, an employee shall immediately sound the alarm by activating the nearest pull station;
- 2) Employees must leave immediately and never assume the alarm is a drill;
- 3) Employees will be trained to help others, but only if he/she can do so safely; and
- 4) Once outside, employees will meet at the designated assembly spot where the acting manager will conduct a head count and report to authorities accordingly.

Sprinkler System

The building will be fully sprinklered and sprinkler head relocation based on the new floor plan will be submitted for approval to the local jurisdiction having authority. The primary purpose of the Fire Sprinklers is to protect employees, plants, equipment and the building in the event of a fire. The fire sprinkler system is monitored per code by a fire alarm system and with 24-7 central station monitoring. There are duct detectors located on the HVAC units and will provide a supervisory alarm to the central station and will shut down the AC units and any air movement in the building on alarm.

Portable Fire Extinguishers

Approved portable fire extinguishers will be supplied at the Facility to give employees and management the means to suppress a fire during its initial or incipient stage. The company will ensure that all portable fire extinguishers are located where they are readily visible and

accessible at all times. Proper maintenance of the installed portable fire extinguishers is the responsibility of the General Manager and will be included in their monthly checklist for the operations of the site.

Electrical: Wiring and Main Room

In accordance with Section 605 of the IFC:

Doors into electrical control panel rooms will be marked with a sign stating ELECTRICAL ROOM. The means for turning off electrical power to each electrical service and each individual electrical circuit must be clearly and legibly marked.

Security Gates & Egress Doors

Any security gates installed at the Facility that impact any Fire Exit shall be approved by the City Chief Fire Marshal prior to installation.

A key box shall be installed on the site which shall only be accessible by the General Manager and City Chief Fire Marshal (or any Fire Department officials approved by the Chief Fire Marshal). The Chief Fire Marshal shall also be issued a Key Swipe Card that permits access to Levels 1-5 at the Facility. The Chief Fire Marshal shall only be permitted to use such Swipe Card in the event of an emergency. Egress doors shall be allowed to open without the need for a key. These doors shall be easily opened without the use of a key. They shall be alarmed to prevent unauthorized use and the security guards shall be briefed to physically check such doors midway through their shift to ensure they are kept shut. At the approval of the City Manager and Chief Fire Marshal, these doors shall have an electromagnetic lock and shall not be opened from the exterior of the building, without the use of a key.

Exits And Exit Signage

The number of exits at the Facility shall be in accordance with Table 1006.2.1 and Table 1006.3.2(2) and Section 1017.2 of the International Fire Code (IFC). Accordingly:

- All exits will be clearly illuminated by EXIT signage on the roof of the Facility signs will be clearly visible from both directions
- A Fire Exit Plan will be printed and appropriately displayed on the walls of the Facility
- Egress doors will be installed and required to swing in the direction of egress
- All staff will be briefed on Fire Safety procedures and a Fire Safety Exercise shall be conducted at least twice a year. ALARM SYSTEM

The facility will operate with a centrally-monitored fire and burglar alarm system, and monitored by an alarm company properly licensed by the State of California Department of Consumer Affairs Bureau of Security and Investigative Services in accordance with California Business and Professions Code section 7590 et seq. and whose agents are properly licensed and registered under applicable law.

Intrusion Detection devices will be installed at all entry points and motion detectors will be installed to cover all areas of the facility. A licensed and accredited company will monitor the

alarm system and perform monthly service on the system. The system will be put into test mode and tested at least once a month for any failures.

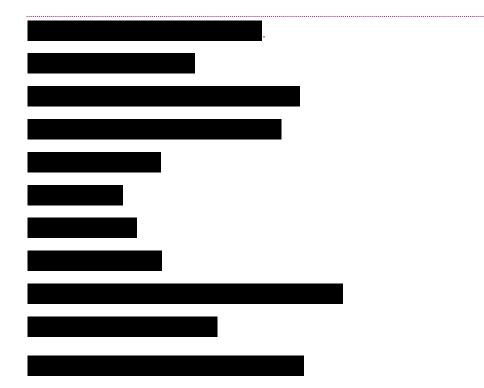
All security guards employed at The Company will be licensed by the Bureau of Security and Investigative Services (BSIS) with a valid Department of Consumer Affairs Security Guard License ('Security Guard Card') which is obtained by completing the annual pre-licensing course. The Company Security Guards will also undertake pre-work training with GSG who conduct advanced training covering threat assessment, risk mitigation, customer management, systems and hardware and incident management. GSG are a Bureau-certified training provider.

All security guards must be at least 21 years of age, have undergone a criminal history background check through the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI), and complete the Power to Arrest Training, which includes:

- 32 hours of training in security officer skills; and
- 8 hours of continual training which must be completed annually.

The Company will implement a policy that requires Security Guards to patrol for a 100-foot radius surrounding the business during all hours of operation. All guards will be issued with a handsfree single wire earpiece with Push-to-Talk function for covert communications.

There will be at least one guard stationed inside the retail location in clear view of the counter employees. That guard will be relieved by the roving guard who will be responsible for monitoring the immediate areas around the exterior of the licensed premises.



The Company anticipates between 2-4 security guards on site during the business hours of the retail store. Additionally, a security guard must be present while any staff remains on the premises, either one hour before store opening to commence daily opening procedures, or one hour after close, to finish daily closing procedures. One security guard will be tasked with patrolling the premises after business hours, and if there are other cannabis operations taking place on the premises, such as manufacturing, cultivation, or distribution.

To ensure the alarm system remains operational, an alert will automatically be sent to designated company personnel by the alarm company when communications or power is lost. Onsite, an audible signal shall be emitted in the event of power loss and/or communications breakdown with central monitoring. Real-time monitoring is part of the alarm company contract.

EMERGENCY PREPAREDNESS

The Company understands and subscribes to the belief that preparedness is best thought of as a process, that is, a continual sequence of analysis, plan development, and the acquisition of skills through training, drills, exercises, and critiques. The Company will build the framework for responding to emergencies, crimes, and disasters, and ensure each employee is prepared to respond and properly trained to handle circumstances of duress. But just having a framework does not equate to prepared under duress; there must be actual training and drills, as well as open discussion and forum of potential dangers and disasters.

The Company has established procedures for addressing emergencies and incidents including natural disasters, fire, unauthorized facility access, theft of cannabis products, or release of confidential information.

The Security Manager is assigned responsibility for confirming the occurrence of an incident requiring the execution of this protocol and for ensuring the response protocol is followed. The Security Manager will notify appropriate law enforcement authorities within twenty-four (24) hours after the discovery of a reportable incident. All incident response and emergency activities will be documented. All documentation related to a reportable incident will be maintained for no less than seven years and made available, upon request, to local authorities, state authorities, and to law enforcement authorities acting within their lawful jurisdiction.

Primary Objective of Emergency Procedures. The primary emphasis of activities described within this protocol is the return to a normalized (secure) state as quickly as possible, while minimizing adverse impacts to the facility. The Company's plan addresses incident identification, response protocols, containment activities, and corrective measures.

Types of Emergencies and Incidents. Types of incidents include, but are not limited to:

- 1) Theft or physical loss of cannabis products or confidential records;
- 2) Burglary or unauthorized entry to the Facility;
- 3) Threats of violence to the facility, personnel or visitors; or
- 4) Other miscellaneous incidents.

Incident Training Required. All employees must be required to receive incident management training upon hiring and annually in accordance with the staffing and training policies of The Company. The Retail Director shall ensure the adequate training of employees. Third- party trainers may be utilized as necessary to ensure The Company's employees are ready for any situation.

Roles & Responsibilities. The Company's goal is to ensure the safety of its employees, vendors, and the surrounding community. Accordingly, each of its employees will have the following responsibilities:

- 1) Each employee must be familiar with the contents of this plan and must know the location of alarms, utility cabinets, fire extinguishers, emergency exits and first aid supplies.
 - 2) Receiving training in using a fire extinguisher;
- 3) If a management-level employee is not available to make an evacuation decision, all employees shall make a determination with the health and safety of employees and visitors as the primary consideration.
- 4) Do not re-enter the building or allow others to re-enter during an emergency. Stay with vendors, authorized visitors, and other evacuated employees until directed by the Retail Director.

- 5) The Company shall maintain and visibly post a current emergency contact list and evacuation plan. All employees should save emergency contact numbers in their personal cell phones.
- 6) Every employee must know the evacuation route and the location of the map.
- 7) Regular review of the facility floor plans and evacuation plan maps must be completed by the Retail Director and updated as necessary.

Management Responsibilities. To ensure an appropriate and timely execution of the proper incident response, all executive employees and management-level employees must ensure The Company does the following:

- 1) Develops and maintains this Safety Plan continuously. Identify potential hazards, develop mitigation strategies and improve the response protocols accordingly;
- 2) Update management employees and training programs as needed. The building must be stocked with an emergency preparation kit including provisions for sequestration in the building if required;
- 3) Maintains an updated emergency notification contact list and maintains an internal contact list and employee notification system via email and text messaging;
- 4) Visibly posts all evacuation routes and ensures all environmental detectors and alarms, emergency lighting and exit signs are operational;
- 5) Confirms the occurrence of an incident requiring the execution of this protocol;
- 6) Secures all products following any instance of diversion, theft, or loss of cannabis and conducts an assessment to determine whether additional safeguards are necessary;
- 7) Collects any evidence supportive of the event (unless law enforcement is required and collects evidence);
- 8) Supervises and direct the consistent, timely, and appropriate response to an incident;
- 9) Provides appropriate communication to parties having a vested interest in the incident;
- 10) Offers support to employees, customers, or other interested parties as appropriate until the incident is resolved; and
- 11) Conducts a post-incident review and report making any necessary adjustments to security measures and procedures.

Incident Reports. Reports of emergencies and incidents may come from outside parties, employees, news sources, direct observation, or other sources. The primary objective for all employees is to determine if the problem being reported is an incident. In most instances, the problem being reported will not constitute an incident as defined within The Company's protocols. However, protocols can be a good guideline for dealing with other minor issues. No set of protocols will address every circumstance and all employees must in good faith take all necessary and responsible actions.

Receiving External Reports. All employees are accountable for asking necessary questions about an incident, making a reasonable attempt at determining if an incident has occurred, recording facts and responses to questions, and forwarding pertinent information to a management-level employee or Retail Director immediately. If the employee cannot reach the managers, an executive employee must be contacted. Employees' duties include, but are not limited to:

- 1) Familiarity with applicable protocols and the appropriate procedures.
- 2) Individuals reporting problems and/or incidents to an employee should be informed as to the reason for the questions and all individuals should be encouraged to openly discuss the problem being reported.
- 3) Any information provided by an individual that helps in the determination is of considerable value; the individual's cooperation is critical, greatly appreciated and should be recognized by the employee receiving the report.

Discovery and Internal Reporting. If the situation indicates that an incident may have occurred, employees should assume that an incident has actually occurred and perform the following activities:

- 1) Obtain and record the contact information for the individual reporting the problem (name, telephone numbers, and email address);
- 2) Record relevant information about the incident (e.g., time/date of suspected occurrence, type of information compromised, location of the compromise) in the Incident Report Log;
- 3) Inform the individual to expect contact from a member of management;
- 4) Request the individual to treat the incident as a confidential matter; and
- 5) Notify the Management Employee immediately of the incident.

Assessment and Escalation. Except in the case of an emergency needing immediate attention, the Retail Director will determine the category and severity of the incident and undertake discussions and activities to best determine the best course of action. All discussions, decisions, and activities are to be documented as described herein. The Retail Director is responsible for making an early determination if an incident has occurred or might be indicated.

Notification and Communication. The Retail Director will take action to notify the appropriate internal and external parties as necessary.

Containment. The Retail Director, if available, will determine and cause to be executed and the appropriate activities and processes required to quickly contain and minimize the immediate impact to personal safety, the building, vendors, and other affected parties. Containment activities are designed to:

- 1) Minimize harm to individuals.
- 2) Counteract the immediate threat.
- 3) Prevent propagation or expansion of the incident.
- 4) Minimize actual and potential damage.
- 5) Restrict knowledge of the incident to authorized personnel.
- 6) Preserve information relevant to the incident.

Corrective Measures. The Retail Director will determine and cause to be executed necessary activities in order to quickly restore circumstances to a normalized and secure state of operation. Corrective measures should be designed to:

- 1) Secure the environment; and
- 2) Restore the environment to its normalized state.

Notification Required. Any employee with knowledge or a reasonable suspicion of an incident (i.e. theft or diversion) is required to make an immediate report to the Retail Director and record the incident in the incident report log. All incident activities, from receipt of the initial report through post-incident review, are to be documented by the Retail Director.

CONTAINMENT ACTIVITIES

Incident Containment. The Retail Director will determine and execute the appropriate activities and processes required to quickly contain and minimize the immediate impact to The Company, their customers, and other stakeholders. The information below is a guideline for response and containment in various situations; however, all employees must use their best judgment when determining appropriate actions during an emergency incident. The health and safety of all persons must be the primary driver of any decision. Containment activities are designed with the primary objectives of:

- 1) Counteracting the immediate threat;
- 2) Preventing propagation or expansion of the incident;
- 3) Minimizing the actual and potential damage;
- 4) Restricting knowledge of the incident to authorized personnel; and
- 5) Preserving information relevant to the incident.

General Protocols for Natural Disasters. The Company will implement policies in anticipation of natural disasters. In general, these policies will include the following:

- 1) Determine the extent of the disaster and need for evacuation or sequestration.
- 2) Follow any direction given by local officials or law enforcement.
- 3) Terminate all non-essential work functions and post necessary closure notices.
- 4) Take precautions to secure all cannabis products from the environment or possible looting.

Earthquake. In the event of an earthquake, The Company will have in place the following protocols:

- 1) If an earthquake should occur, and you are indoors, stay indoors and take cover under sturdy furniture or in a supported doorway;
- 2) Be sure to stay near the center of the building and away from glass windows, doors, display cabinets, and book cases;
- 3) Do not run for the exit;

- 4) If safe to do so, extinguish any fires with a fire extinguisher (do not put yourself in jeopardy of personal harm and do not allow the fire to come between you and the exit). Once the shaking has stopped, if in a safe place, remain there in the event there are aftershocks or sequential quakes;
- 5) Do not light or use candles, matches, or other open flames as there could be gas leaks;
- 6) Once safe to do so, assist and direct vendors and authorized visitors on the premises out of the building; and
- 7) If outside of the premises during the earthquake, move to an open, clear space away from buildings, utility lines and poles, trees, and other free standing objects that could topple or fall.

Chemical Spill/Gas Leak. Gas leaks in the building require an immediate evacuation until the fire department clears the facility. Any employee discovering a gas leak should shut off the gas source immediately and notify the Management Employee to begin evacuation procedures. Employees should follow the direction of local officials in the case of an external spill impacting operations.

Explosions. In the event of an explosion, whether in the building or outside the building, The Company will have in place the following protocols:

- 1) Remain calm and take cover under a table or desk;
- 2) Be prepared for further possible explosions and for debris that may topple or collapse following the explosion;
- 3) Stay away from windows, doors, glass fixtures, display cabinets, overhead fixtures, bookcases, and other fixtures that could fall or otherwise cause bodily injury;
- 4) Evacuate calmly and assist vendors and others as necessary; beware of potential debris that could collapse or fall;
- 5) Open doors carefully, do not use matches, lighters, or open flames, and do not reenter the affected area until directed by emergency personnel; and
- 6) Do not move seriously injured persons unless they are in immediate danger of further injury (i.e., falling objects, fire, etc.).

Bomb Threat. If any of Company's employees receive a bomb threat telephone call, they will be instructed as follows:

- 1) Remain calm and listen carefully;
- 2) Be polite and show interest; try to keep the caller talking to learn more information;
- 3) If possible, during the phone call write a note to a colleague to call the authorities, or as soon as the phone call ends, immediately notify the authorities yourself;
- 4) Write down as much detail as you can remember about the phone conversation; do not discuss the threat with other staff, except the Management Employee/Security Manager; and
- 5) Evacuate if directed so by managers or authorities.

Utility Failure/Outage. In the event of power outage or utility failure, employees will be instructed to remain calm and stay put; open all available blinds or shades to allow in natural light. If employees are in an unlit area, The Company will instruct them cautiously proceed to an area with emergency lights (or natural lighting) and call and report the outage; wait for further instructions from the authorities and/or managers. If directed to evacuate, assist authorized visitors, vendors, and others as necessary.

Civil Disorder and Unrest. In the event of civil disorder or other civil unrest in the area of the workplace, The Company will have in place the following protocols:

- 1) Notify the authorities immediately and any information received, factual or rumored, of a demonstration or other form of civil disorder which is planned or in progress in the vicinity of the building.
- 2) Follow the instructions of the Retail Director (or on-site security guard). If directed to, and will not put you at risk of personal harm, assist with protecting objects and product.
- 3) If an explosion occurs, take cover immediately and anticipate additional explosions. Notify the authorities of any potential or actual hazards, including fire or bomb threats or rioting. Stay indoors and away from windows and doors unless directed to evacuate by authorities or the Retail Director.
- 4) Evacuate when directed and assist others as necessary.
- 5) If released from work, follow instructions of the authorities or Retail Director, and do not remain in the vicinity of the unrest or disturbance.

Active Shooter. The Company recognizes that an active shooter is an individual actively engaged in killing or attempting to kill people in a confined and populated area; in most cases, active shooters use firearms and there is no pattern or method to their selection of victims. Such situations are unpredictable and evolve quickly. Because active shooter situations are often over within 10 to 15 minutes, before law enforcement arrives on the scene, individuals must be prepared both mentally and physically to deal with an active shooter situation. Good practices (as articulated by Homeland Security) include:

- 1) Be aware of your environment and any possible dangers;
- 2) Take note of the two nearest exits in the building;
- 3) If you are in an office, stay there and secure the door;
- 4) If you are in a hallway, get into a room and secure the door; and
- 5) As a last resort, attempt to take down the active shooter. When the shooter is at close range and you cannot flee, your chance of survival is much greater if you try to incapacitate him/her.

Active Shooter Protocols. In addition to the best safety practices outlined above, The Company will instruct its employees to take the following actions in the event of an active shooter:

- 1) Quickly determine the most reasonable way to protect your own life.
- 2) Remember that vendors and authorized visitors on the premises are likely to follow the lead of employees and managers.

- 3) If there is an accessible escape path, attempt to evacuate the premises. Be sure to have an escape route and plan in mind prior to starting your evacuation. Evacuate regardless of whether others agree to follow; leave your belongings behind and help others escape, if possible.
- 4) Prevent individuals from entering an area where the active shooter may be located. Keep your hands visible, follow the instructions of any law enforcement on site; do not attempt to move wounded people.
- 5) If evacuation is not possible, find a place to hide where the active shooter is less likely to find you. Your hiding place should be out of the active shooter's line of sight, provide protection if shots are fired in your direction, and not trap or restrict your options for movement. If possible, lock the door and blockade the door with heavy furniture. Silence your cellphone, turn off any source of noise, hide behind large items, and remain quiet.
- 6) If you are unable to evacuate and unable to find a location to hide, remain calm, and dial 911 if possible to alert police to the active shooter's location. If you cannot speak on the phone to the dispatcher, leave the line open and allow the dispatcher to listen.
- 7) As a last resort, and only when your life is in imminent danger, attempt to disrupt and/or incapacitate the active shooter by acting as aggressively as possible against him/her; throwing items and improvising weapons; yelling; committing to your actions.
- 8) When you are in a safe location, call 911.
- 9) When law enforcement arrives, remain calm and follow officers' instructions. Put down any items in your hands and immediately raise hands and spread fingers. Keep hands visible at all times; avoid pointing, yelling, and/or screaming.
- 10) Once evacuated and in a safe location, you will likely be held by law enforcement until the situation is under control. Do not leave until law enforcement authorities instruct you to do so.

Terrorism. Should an act of terrorism occur in the immediate vicinity or surrounding area of the building or premises, The Company will have in place the following protocols:

- Stay calm and follow the instructions of the Manufacturing Director.
- 2) If an explosion occurs, take cover immediately and adhere to The Company's explosion protocols.
- 3) Notify the authorities of any known hazards.
- 4) Stay indoors and away from doors and windows (unless specifically directed to evacuate). When directed, evacuate in an orderly and calm manner.
- 5) If released from work early, follow the instructions of the Manufacturing Director and/or authorities on site.
- 6) Do not remain in the vicinity to sight see.

Evacuation Protocols

Any management-level employee may determine the need to evacuate an area. Any employee is authorized to evacuate an area in a life-threatening incident, or if the employee reasonably believes a life-threatening incident is imminent. Reasons for evacuation may include, but are not limited to:

- 1) Fire.
- 2) Bomb threat.
- 3) A hostile or violent employee, vendor, visitor, or unknown person.
- 4) Power outage.
- 5) Earthquake.
- 6) Water or gas leak.
- 7) Hazardous chemical spill.
- 8) Burglary or hostage situation.

Proper Training. The Company recognizes the critical importance of making sure that each employee responds appropriately during an evacuation. Employees are trained to facilitate evacuations by ensuring that customers and visitors act appropriately. Accordingly, all employees must ensure that vendors and authorized visitors DO NOT do any of the following:

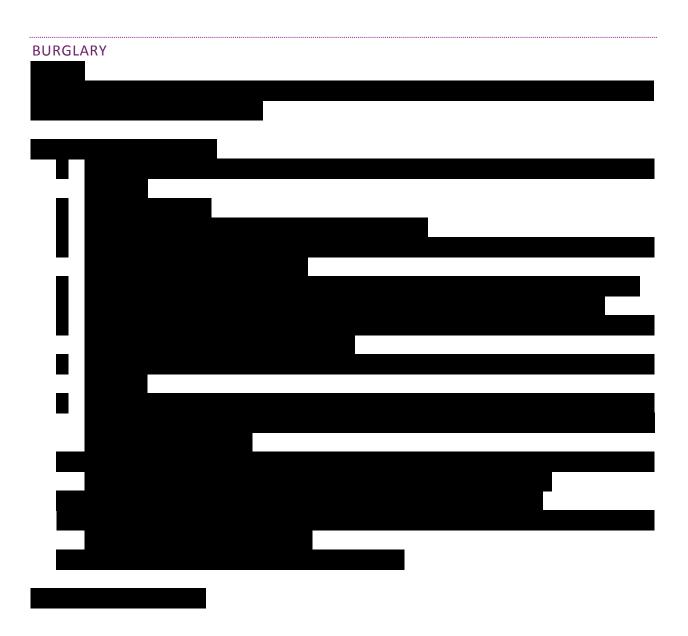
- 1) Gather in lobbies
- 2) Bring disabled individuals into stairwells without fire department approval.
- 3) Open a door without first checking for heat.
- 4) Run or panic.
- 5) Re-enter the building until authorized.
- 6) Disabled individuals or others who need assistance should:
 - (i) Be assisted by an employee; and
- (ii) Be evacuated only under the direction of authorized emergency personnel or when there is an immediately threat to personal safety and security.

Potential Workplace Violence. Intuitive managers and coworkers may notice characteristics of potentially violent behavior in an employee or colleague. The Company will make sure that any employee noticing such odd behavior immediately alert the Retail Director. Employees typically do not just "snap," but display indicators of potentially violent behavior over time. If these behaviors are recognized, they can often be managed and treated. Potentially violent behaviors by an employee/coworker may include one or more of the following (this list of behaviors is not comprehensive, nor is it intended as a mechanism for diagnosing violent tendencies):

- 1) Increased use of alcohol and/or illegal drugs;
- 2) Unexplained increase in absenteeism; vague physical complaints;
- 3) Noticeable decrease in attention to appearance and hygiene;
- Depression/withdrawal;
- 5) Resistance and overreaction to changes in policy and procedures;
- 6) Repeated violations of Company policies;
- 7) Increased severe mood swings;
- 8) Noticeably unstable, emotional responses;
- 9) Explosive outbursts of anger or rage without provocation;
- 10) Suicidal; comments about "putting things in order";
- 11) Behavior which is suspect of paranoia (i.e., "everybody is against me");
- 12) Increasingly talks of problems at home;
- 13) Escalation of domestic problems into the workplace, talk of severe financial problems;

- 14) Talk of previous incidents of violence;
- 15) Empathy with individuals committing violence; and
- 16) Increase in unsolicited comments about firearms, other dangerous weapons, and violent crimes.

Versatile Preparation. The Company recognizes that no two emergencies are identical, therefore, no single plan of action can anticipate and address every possible circumstance. The instructions and guidelines in this plan are intended to serve as guidelines, and for planning, preparation, and awareness purposes. These instructions may not be appropriate in all situations. At no time should you risk your personal safety in complying with any of its provisions. Emergency preparedness is a continuous process requiring the seamless integration of planning and response efforts, and should be seen as a continual training, not a three-ring binder on a shelf.





LOCAL ENTERPRISE

Elemental Wellness has brought on locals Harmony D'Angelo and Amado Magistrado to its ownership team. Harmony and Amado own 50% of the ownership interest in Elemental Beachside Inc. They both will be instrumental in creating relationships with the community to boost enterprise, appeal to local residents needs and wants, and handle any concerns that may arise during the course of business. Harmony has owned and operated a Marina horticulture store for the past 14 years, and her business acumen and ties to the Marina community will be invaluable in ensuring top quality products are offered on our shelves at all times.

Elemental Wellness is dedicated to ensuring that a majority of its employees reside in the city of Marina. We will take the necessary measures to advertise and interview local residents through a number of media platforms including the Chamber of Commerce website, Craigslist, local newspapers, and hiring programs supporting the placement of veterans. We anticipate having a full-time staff of 12-15 employees. At least 9 of these employees will be City of Marina residents. We have already put in place contracts with three (3) Marina residents to fill Sales Associate positions (Budtender or similar role). We have also contracted with two (2) local businesses to provide landscaping and security guard services for our facility. We have also signed up as a committed member of the City of Marina Chamber of Commerce. Since we value the local communities in which we operate, evidenced in the community benefits section of this application as well, we will work diligently with city officials and leaders to determine which sectors of the City need our help the most. These may be local charity organizations, youth programs, non-profits for the homeless or other social program. Elemental Wellness will identify the needs of the City, and will appropriately give monetary donations as well as staff volunteer time. One organization we intend to donate funding to is the Veteran Transition Center, a nonprofit organization located on 12th Street in Marina. Just a few miles down the road from our proposed location, we are eager to assist the brave Veterans who gave so much to serve our country transition comfortably with appropriate housing and jobs. Based on our sales projections and intent to donate funding to more than one community organization, we can commit to donating \$15,000 annually to the Veteran Transition Center, either on a quarterly or monthly basis.

Elemental Wellness knows that homelessness can be a challenge for any community. We have committed to an initial annual contribution of \$250 to the Community Homeless Solutions which is located in Marina (see receipt below). This annual contribution will be increased to \$3,000 a year minimum and 30 community service hours once awarded licensure. https://www.communityhomelesssolutions.org/

Elemental Wellness has signed up with the Marina Chamber of Commerce, paying all dues and beginning the process of an online and print listing. Amado Magistrado will be attending the next scheduled meetings to begin creating a relationship with the local Chamber. Attached to this you will find the payment receipt to join the City Chamber of Commerce. We will continue this relationship as we grow and integrate into the Marina community.

Elemental Wellness will also guarantee that at least 50% of its contracted service companies and vendors are located within the Marina City limits. This includes not only cannabis sources and cannabis business partners, but other third-party contractors such as electricians, building contractors, plumbers, landscapers, cleaning services, storage and packaging suppliers, or other professional services providers such as accountants, lawyers, consultants, and farmers.

As Elemental Wellness continues to build relationships with cannabis product suppliers, we will secure relationships with local cultivators, manufacturers, and distributors to procure and transport products to our retail location. Elemental Wellness has already formed some meaningful relationships with local providers.

In summation Elemental Wellness is committed to local enterprise and becoming an active member of the community through:

- 1. Local Owner and operator Harmony D'Angelo.
- 2. Local Owner and operator Amado Magistrado.
- 3. Local hire Bruce Leleua.
- 4. Local hire Ciara Murry.
- 5. Local hire Naureece Dixon.
- 6. A paid and contributing member of the Marina Chamber of Commerce.
- 7. Annual donation of \$15,000 to the Veteran Transition Center.
- 8. Annual donation of ~\$3,000 to Community Homeless Solutions.
- 9. Using local business All Things Green for landscaping services.
- 10. Using local business Peninsula Security for its guard services.

We have attached the employment and contractor offer letters to this application.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made, entered into and effective as of this 5th day of June ______, 2019 ("Effective Date") by and among All Things Green Landscape Services ("Service Provider") and Elemental Beachside Inc. ("Company"). Service Provider and Company may be individually referred to herein as "party" or collectively as "parties" as the context may require.

RECITALS

WHEREAS, Service Provider operates a landscaping and related services business; and

WHEREAS, Company desires to have Service Provider provide services for its benefit; and

WHEREAS, Service Provider desires to provide services to Company.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. ENGAGEMENT

- a. <u>Engagement of Service Provider</u>. Company hereby engages Service Provider to provide services which includes the landscaping and related services ("Services").
- b. Service Provider agrees to be the sole and exclusive provider of the Services to be provided to or on behalf of Company provided Company receives all necessary licenses, permits and approvals to operate a commercial cannabis business.
- c. Service Provider will provide Services on a daily basis in accordance with applicable rules and regulations of any agency as well as Company's requirements.

2. DUTIES AND RESPONSIBILITIES OF SERVICE PROVIDER

- 2.1 <u>General Responsibilities</u>. During the Term, Service Provider shall provide all such Services as are necessary and appropriate on a daily basis in a manner consistent with good business practice, including without limitation:
 - a. <u>Contractors</u>. To the extend necessary and with Company's prior approval, Service Provider may contract with third-party contractors that Service Provider, in its sole an absolute discretion, deems reasonably necessary to provide and who will be obligated to comply with the terms of this Agreement. Such Contractors shall be under the direction, supervision, and control of Service Provider and compensation of such Contractors shall be an obligation of Company payable from Company's accounts. z
 - b. <u>Insurance</u>. Service Provider shall maintain all necessary insurance coverage under applicable local and state laws and regulations specific to Company's business.

3. RELATIONSHIP OF THE PARTIES

a. <u>Relationship of the Parties</u>. Nothing contained herein shall be construed as creating a partnership, trustee, fiduciary joint venture, or employment relationship between Service Provider and

Company. In performing all Services required hereunder, Service Provider shall be in the relation of an outside vendor or independent contractor to Company.

4. RESPONSIBILITIES OF COMPANY

- a. <u>Compensation</u>. Upon Company's receipt of the necessary licenses, permits and approvals, Company and Service Provider will enter into a Scope of Work ("SOW") detailing the services and compensation. The quote received on June 5, 2019 will be used as the basis of fees. Specific duties and responsibilities to be determined upon signing the SOW.
- b. <u>Exclusivity</u>. During the term of this Agreement, Service Provider shall serve as Company's sole and exclusive Service Provider and provider of the Services.
- **5. ASSUMPTION OF OBLIGATIONS.** Service Provider assumes and indemnifies Company against all liability or responsibility arising out of its provision of Services.

6. TERM AND TERMINATION

6.1 <u>Term.</u> This Agreement shall commence as of the Effective Date and continue in full force and effect for a period of five (5) years (the "Initial Term"), unless terminated as provided herein (the "Term").

6.2 Termination.

- a. Company may terminate this Agreement in the event of Service Provider's breach of this Agreement that remains uncured for three (3) days; failure to render Services in accordance with Company's requirements and those of any agency; or negligence or willful misconduct.
- b. Service Provider may terminate this Agreement in the event Company has not paid undisputed amounts owed within five (5) days notice of its failure to pay in a timely manner based upon the requirements contained in the SOW.
- 6.3 <u>Termination by Either Party</u>. Either party may terminate this Agreement:
 - a. By mutual written agreement of the parties;
 - b. By either party upon a material breach of a material provision hereof by the other party, which is not cured within the required time frame.
- 6.4 <u>Termination Obligations</u>. In the event of termination, Company shall pay all Service Provider all costs and expenses accrued and owing to Service Provider pursuant up through and including the date of termination.

7. INDEMNIFICATION

a. Indemnification.

(i) <u>Indemnification by Company</u>. Company hereby agrees to indemnify, defend and hold harmless Service Provider, its officers, directors, owners, members, employees, agents, affiliates and subcontractors, from and against any and all claims, damages, liabilities, actions, lawsuits and other proceedings, judgments related to third party claims, whether or not covered by insurance, arising from or relating to any willful misconduct relating to the breach of this Agreement by Company. The

provisions of this Section shall survive termination or expiration of this Agreement. Company shall immediately notify Service Provider of any lawsuits or actions, or any threat thereof, that are known or become known to Company that might adversely affect any interest of Company or Service Provider whatsoever.

(ii) <u>Indemnification by Service Provider</u>. Service Provider hereby agrees to indemnify, defend and hold harmless Company, their respective officers, directors, shareholders, employees and agents from and against any and all claims, damages, demands, liabilities, actions, lawsuits and other proceedings, judgments, fines, assessments, penalties, and awards, whether or not covered by insurance, arising from or relating to (a) any material breach of this Agreement by Service Provider, (b) any acts or omissions by Service Provider and its employees to the extent that such is not paid or covered by the proceeds of insurance. The provisions of this Section shall survive termination or expiration of this Agreement. Service Provider shall immediately notify Company of any lawsuits or actions, or any threat thereof, that are known or become known to Service Provider that might adversely affect any interest of Service Provider or Company whatsoever.

8. <u>MISCELLANEOUS</u>

- a. <u>Entire Agreement; Amendment</u>. This Agreement constitutes the entire agreement among the Parties related to the subject matter hereof and supersedes all prior agreements, understandings, and letters of intent relating to the subject matter hereof. This Agreement may be amended or supplemented only by a writing executed by the Parties, which includes any SOW.
- b. <u>Notices</u>. All notices, requests, demands or consents hereunder shall be in writing (email permitted and preferred) or email and shall be deemed given and received when delivered, or in the event of email, the day it is sent.
- c. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which, when taken together, will constitute one and the same instrument.
- d. <u>Governing Law</u>. This Agreement shall be construed and governed in accordance with the laws of the State of California, without reference to conflict of law principles.
- e. <u>Waiver</u>. Waiver of any agreement or obligation set forth in this Agreement by either Party shall not prevent that party from later insisting upon full performance of such agreement or obligation and no course of dealing, partial exercise or any delay or failure on the part of any party hereto in exercising any right, power, privilege, or remedy under this Agreement or any related agreement or instrument shall impair or restrict any such right, power, privilege or remedy or be construed as a waiver therefor. No waiver shall be valid against any party unless made in writing and signed by the party against whom enforcement of such waiver is sought.

<u>Binding Effect</u>. Subject to the provisions set forth in this Agreement, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and upon their respective successors and assigns.

- f. <u>Waiver of Rule of Construction</u>. Each Party has had the opportunity to consult with its own legal counsel in connection with the review, drafting and negotiation of this Agreement. Accordingly, the rule of construction that any ambiguity in this Agreement shall be construed against the drafting party shall not apply.
- g. <u>Severability</u>. If anyone or more of the provisions of this Agreement is adjudged to any extent invalid, unenforceable, or contrary to law by a court of competent jurisdiction, each and all of the remaining

provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

h. <u>Duty to Cooperate</u>. The Parties acknowledge that the Parties' mutual cooperation is critical to the ability of Service Provider and Company to perform successfully and efficiently its duties hereunder. Accordingly, each Party agrees to cooperate fully with the other in formulating and implementing goals and objectives which are in Company' best interests.

[Intentionally Blank – Signature Page Follows]

IN WITNESS WHEREOF, the parties agree to the foregoing terms of this Agreement through the execution below by their respective, duly authorized representatives as of the Effective Date.

ELEMENTAL BEACHSIDE INC	ALL THINGS GREEN LANDSCAPING SERVICES SERVICE PROVIDER
BY:	BY: R Boynton
TITLE:CEO	TITLE: Sole proprietor
DATE:	DATE: 6/5/19
	251 Hillcrest Ave Marina, CA 93933

Standard Application for Employment

It is our policy to comply with all applicable state and federal laws prohibiting discrimination in employment based on ruce, age, color, sex, religion, national origin, disability or other protected classifications.

Please carefully read and answer all questions. You will not be considered for employment if you fail to completely answer all the questions on this application. You may attach a résumé, but all questions must be answered.

"Employer"			Position applyi	ng for					
			Receptionis	Receptionist Associate					
PERSONAL DATA		AL SALES OF STREET							
Name (last, first, middle)									
Murry, Ciara, C	iling Address		City		State	Zip			
			Marine	λ	LA	939	133		
Iome Telephone Numbe	•	Business Telepl	none Number	Cellula	r Telephone Number				
Date you can start work Currently Employed		yed? Y\square	Do you	ou have a High School Diploma or GED? Yes No					
POSITION INFO	RMATION Ch	eck all that you are willing to	work		(x)	T_{μ} T_{ν} , T_{ν}			
Hours: Full Time Part Time		Days Evenings	Swing Gravey Weeken		Status: Regu Temp	ar 🛛 orary 🗖			
Are you authorized to wo	rk in the U.S. on an u	nrestricted basis?			Yes 🗖	No			
lave you ever been conv.	icted of a felony? (Co	nvictions will not necessarily	disqualify an applicant fo	r employment.)	Yes 🔲	No	Ø		
		ne job or have you been view	ed a copy of the job descri	ption listing the es	sential functions of the	job?			
es No	The same of the sa	e job with or without reasons	able accommodation?	Yes 🗖	No 🗖				
chool	Pisgah High	School Name School 1	Degree Di pioma	loo Metcar	Address/Cit				
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	and the Land of the P								
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Name		Addre	ess/City/State		Phone		Relationship		
	1								

ob Title #1 Shift lead	Start Date (mo/day/yr) 2/3/1/19	End Date (mo/day/yr)	
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Marina	State	^{Zip} 93133	
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	Diam'ng Diam's	Ending Salary	
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Company Name	Supervisor's Name	Phone Number	
City Monterey	State C A	zip 939 40	
Duties	CF	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
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Date: 6-3-19

Name: Ciora Music

Re: Employment Offer

Dear Liorn

As a full-time employee, you will receive the following benefits: one-week paid vacation in your first year; two weeks paid vacation every year thereafter, three paid sick days, five paid holidays, and medical, dental, vision and life insurance benefits after a 90-day probationary period.

Elemental Beachside Inc. is an "at will employer," which means that either you or the company may terminate your employment at any time. This letter is not intended to be a contract for any specified period of time, nor does it otherwise alter your status as an employee "at will."

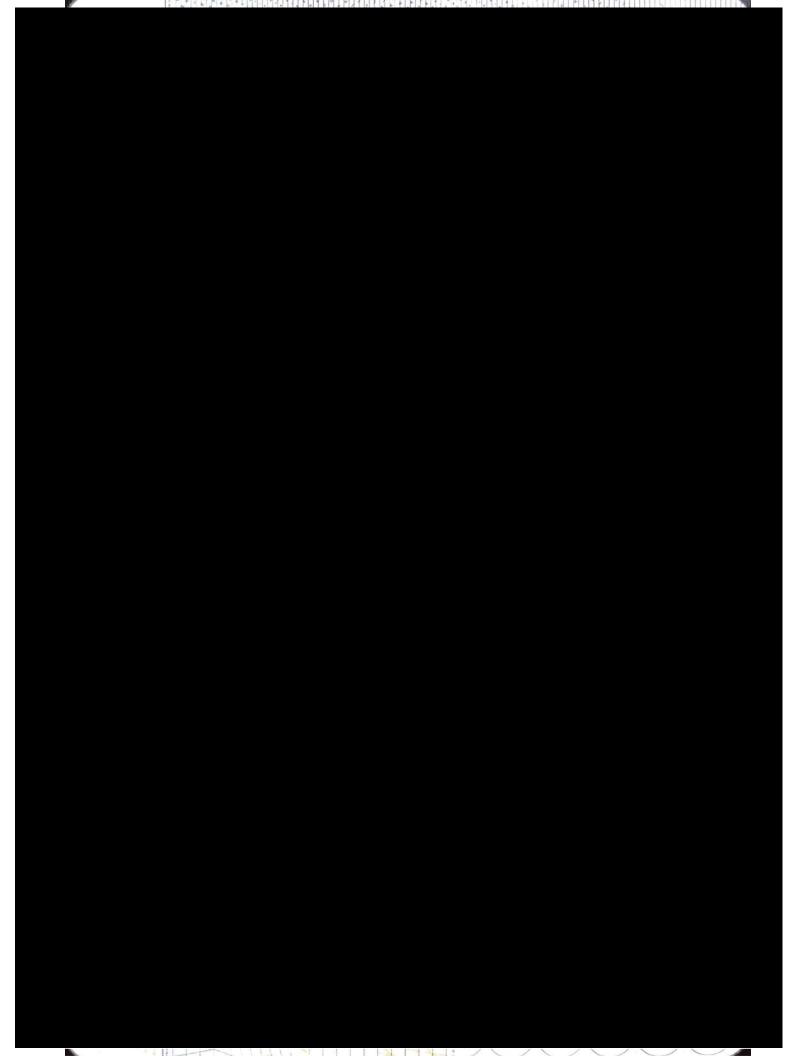
This offer of employment is conditioned upon our receipt of proof of your legal eligibility to work in the United States, the successful completion of all background and reference checks and eligibility in accordance with applicable laws, regulations and ordinances.

Following your acceptance of this offer, you will be given additional information about our Company, including, but not limited to, our policies and procedures, your duties, responsibilities, our expectations for this position. You will be required to comply with our company's policies and procedures, which includes confidentiality, non-disclosure, electronic communications, devices, storage, use and transmission of Company information and those policies and procedures that adhere to applicable cannabis regulations.

By signing below, you accept the terms and conditions of this employment offer.

Sincerely,

Elemental Beachside Inc.



Standard Application for Employment

It is our policy to comply with all applicable state and federal laws prohibiting discrimination in employment based on race, age, color, sex, religion, national origin, disability or other protected classifications.

Please carefully read and answer all questions. You will not be considered for employment if you fail to completely answer all the questions on this application. You may attach a résumé, but all questions <u>must</u> be answered.

"Employer"	. Icmental		Position applying for Sales Assocy				
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Date you can start of AS A		Currently Employed			Do you have a H Yes	ligh School Diplo	
POSITION IN	FORMATION Check	all that you are willing to wor	k				
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QUALIFICAT		ob with or without reasonable a cation or training you feel relate	1000	Yes lied for tha	No No at would help you po	erform the work,	, such as schools, colleg
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Other							
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Name	e	Address/Cit	ty/State		Pho	one	Relationship
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Job Title #1	Start Date (mo/e	lay/yr)	End Date (mo/day/yr)
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Reason for Leaving	(C)	Starting Salary	Ending Salary
May we contact your present employer?	Yes 🖾	No N/A	
Job Title #2	Start Date (mo/	day/yr)	End Date (mo/day/yr)
Company Name	Supervisor's N	ame	Phone Number
City	State		Zip
Duties			
Reason for Leaving		Starting Salary	Ending Salary
Job Title #3	Start Date (mo	/day/yr)	End Date (mo/day/yr)
Company Name	Supervisor's N	ame	Phone Number
City	State		Zip
Duties	- L		
Reason for Leaving		Starting Salary	Ending Salary
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ompany Name Supervis		Name	Phone Number
y State			Zip
utics:			
eason for Leaving		Starting Salary	Ending Salary

set forth in this application and release the Employer from any liability. The employer may contact any listed references on this application.

I acknowledge and understand that the company is an "at will" employer. Therefore, any employee (regular, temporary, or other type of category employee) may resign at any time, just as the employer may terminate the employment relationship with any employee at any time, with or without cause, with or without notice to the other party.

Applicant Signature

Date: 6 - 3 - 19

Name: Novreece Dixon

Re: Employment Offer

Dear Noviece

Thank you for expressing an interest in working for Elemental Beachside Inc. and our dispensary. We are pleased to notify you of our offer in having you work at our dispensary in the capacity of ________. This letter sets forth the terms of the offer, which should you accept, will govern your employment. Your anticipated start date is _______.

As a full-time employee, you will receive the following benefits: one-week paid vacation in your first year; two weeks paid vacation every year thereafter, three paid sick days, five paid holidays, and medical, dental, vision and life insurance benefits after a 90-day probationary period.

Elemental Beachside Inc. is an "at will employer," which means that either you or the company may terminate your employment at any time. This letter is not intended to be a contract for any specified period of time, nor does it otherwise alter your status as an employee "at will."

This offer of employment is conditioned upon our receipt of proof of your legal eligibility to work in the United States, the successful completion of all background and reference checks and eligibility in accordance with applicable laws, regulations and ordinances.

Following your acceptance of this offer, you will be given additional information about our Company, including, but not limited to, our policies and procedures, your duties, responsibilities, our expectations for this position. You will be required to comply with our company's policies and procedures, which includes confidentiality, non-disclosure, electronic communications, devices, storage, use and transmission of Company information and those policies and procedures that adhere to applicable cannabis regulations.

By signing below, you accept the terms and conditions of this employment offer.

Sincerely,

Elemental Beachside Inc.

Employee

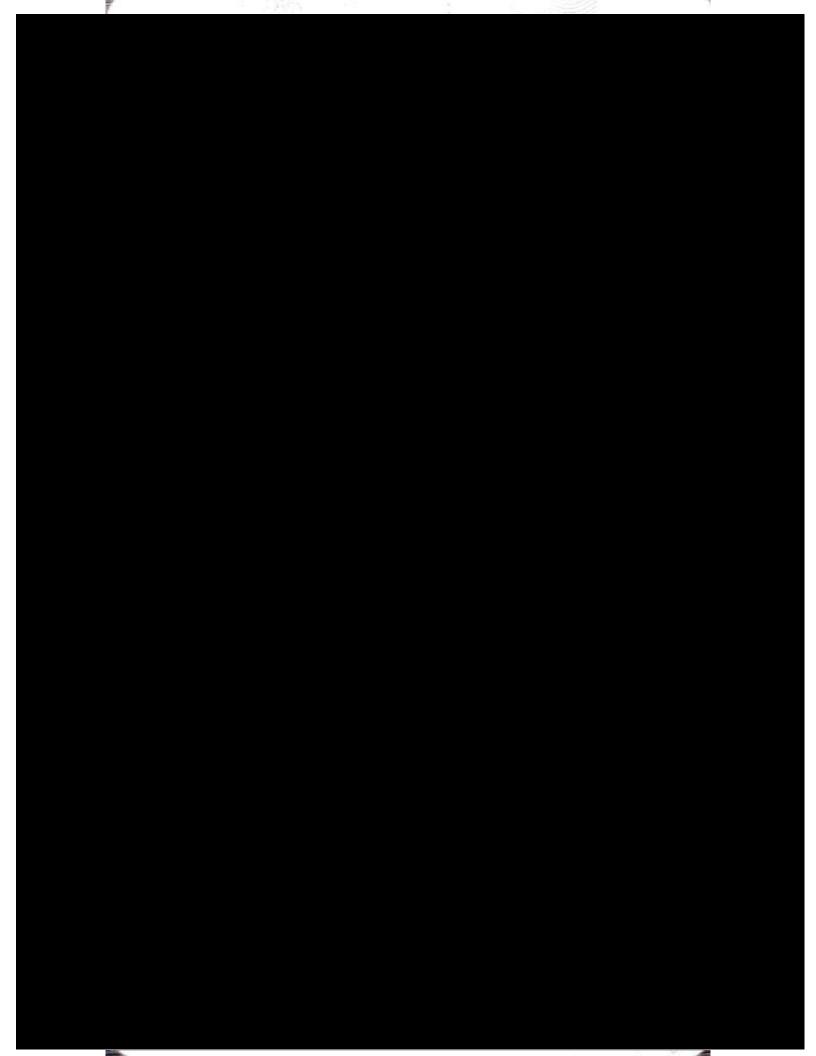
- 1

Company

(a/3/14)
Date

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Date



Standard Application for Employment

It is our policy to comply with all applicable state and federal laws prohibiting discrimination in employment based on race, age, color, sex, religion, national origin, disability or other protected classifications.

Please carefully read and answer all questions. You will not be considered for employment if you fail to completely answer all the questions on this application. You may attach a résumé, but all questions must be answered. "Employer" Position applying for Cherron Gras Station PERSONAL DATA Name (last, first, middle) Alexander Lelque, City Marina Street Address and/or Mailing Addr Cellular Telephone Number **Business Telephone Number** Do you have a High School Diploma or GED? Date you can start work Currently Employed? Y/N ASAP No 🗆 POSITION INFORMATION Check all that you are willing to work Hours: **Full Time** Swing Status: Part Time Gravevard Temporary 🗖 Weekends Yes Y Are you authorized to work in the U.S. on an unrestricted basis? Have you ever been convicted of a felony? (Convictions will not necessarily disqualify an applicant for employment.) Have you been told the essential functions of the job or have you been viewed a copy of the job description listing the essential functions of the job? Can you perform these essential functions of the job with or without reasonable accommodation? B QUALIFICATIONS Please list any education or training you feel relates to the position applied for that would help you perform the work, such as schools, colleges, degrees, vocational or technical programs, and military training. Address/City/State Marina High School Diploma 192 Patton PKWy, Maring, Ch9 School Monderey Peninsula College Montery, CA 93906 School Other SPECIAL SKILLS List any special skills or experience that you feel would help you in the position that you are applying for (leadership, organizations/teams, etc. Word. Microsoft Excel, Powerpoint Please list three professional references not related to you, with full name, address, phone number, and relationship. If you don't have three professional references, then list personal, unrelated references. Address/City/State Phone Relationship

WORK HISTORY Start with your present or most rece		The second secon	2 1 / 4 TANDERSON TO THE RESERVE TO
Job Title #1 Cashier	Start Date (mo/day	/yr) /2019	End Date (mo/day/yr) Present
Company Name	Supervivor's Mass	Co. A. L. S. Market, Tell and S. S. L. Than S. Pharmat Properties (1997). A	Phone Number
City Marina, CA 98933	State	A	Zip 93933
Duties Cashier, Assiting audies. Cash Handling	stomors with Safe Drops	n transac	ctions. Customer Service
Reason for Leaving Still Employed		tarting Salary	Ending Salary
May we contact your present employer?	Ves 💆	No N/A	
Job Title #2	Start Date (mo/da	y/yr)	End Date (mo/day/yr)
Company Name	Supervisor's Nam	е	Phone Number
City	State		Zip
Duties:			
Reason for Leaving	s	Starting Salary	Ending Salary
Job Title #3	Start Date (mo/da	y/yr)	End Date (mo/day/yr)
Company Name	Supervisor's Nam	ne	Phone Number
City	State		Zip
Duties:			
Reason for Leaving	\$	Starting Salary	Ending Salary
Job Title #4	Start Date (mo/da	ıy/yr)	End Date (mo/day/yr)
Company Name	Supervisor's Nan	ne	Phone Number
City	State		Zip
Duties:	•		

set forth in this application and release the Employer from any liability. The employer may contact any listed references on this application.

I acknowledge and understand that the company is an "at will" employer. Therefore, any employee (regular, temporary, or other type of category employee) may resign at any time, just as the employer may terminate the employment relationship with any employee at any time, with or without cause, with or without notice to the other party.

June 4. 2019

Date: 6 4-19

Name: Bruce Le Le Va

Re: Employment Offer

Dear DIVCE

Thank you for expressing an interest in working for Elemental Beachside Inc. and our dispensary. We are pleased to notify you of our offer in having you work at our dispensary in the capacity of <u>Soles</u>. This letter sets forth the terms of the offer, which should you accept, will govern your employment. Your anticipated start date is <u>TDD</u>.

As a full-time employee, you will receive the following benefits: one-week paid vacation in your first year; two weeks paid vacation every year thereafter, three paid sick days, five paid holidays, and medical, dental, vision and life insurance benefits after a 90-day probationary period.

Elemental Beachside Inc. is an "at will employer," which means that either you or the company may terminate your employment at any time. This letter is not intended to be a contract for any specified period of time, nor does it otherwise alter your status as an employee "at will."

This offer of employment is conditioned upon our receipt of proof of your legal eligibility to work in the United States, the successful completion of all background and reference checks and eligibility in accordance with applicable laws, regulations and ordinances.

Following your acceptance of this offer, you will be given additional information about our Company, including, but not limited to, our policies and procedures, your duties, responsibilities, our expectations for this position. You will be required to comply with our company's policies and procedures, which includes confidentiality, non-disclosure, electronic communications, devices, storage, use and transmission of Company information and those policies and procedures that adhere to applicable cannabis regulations.

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By signing below, you accept the terms and conditions of this employment offer. Sincerely,

Elemental Beachside Inc.

Employee

Company

06-04-19

Date

6-4-19

Date





NEIGHBORHOOD COMPATIBILITY OVERVIEW

Attached to this section is a list of all the property owners within 250 feet of our proposed location at 3343 Paul Davis Drive. The list indicates the property owner name and address, and a signature as proof of their affirmative support of our business operations taking place at the proposed location.

Elemental Wellness is committed to ensuring its operations do not cause a nuisance to the neighborhood. Accordingly, Elemental Wellness will implement comprehensive policies with the objective of reducing the risk of creating any nuisance and improving the surrounding community. The methods with which we will manage the exterior and surrounding public areas of our location are outlined in greater detail below.

GOOD NEIGHBOR POLICY

Not only will Elemental Wellness address potential nuisance considerations, Elemental Wellness will also implement a "good neighbor policy" to ensure that it contributes to the overall wellbeing of the neighborhood. This policy will include the following:

- Providing adequate security in and around the facility;
- Maintaining a clean facility in good repair;
- Ensuring customers, vendors, and employees behave appropriately when at the facility;
- Excluding customers who break the rules or divert or attempt to divert cannabis products;
 and
- Providing a timely response to community concerns.

Concerns Addressed. Elemental Wellness is cognizant of the potential problems and nuisances that can arise from operating a cannabis operation, including but not limited to, the following concerns:

- Undesirable odor/smell;
- Increase in noise;
- Increased foot and vehicle traffic;
- Increase in waste and waste water;
- Impact on safety related concerns; and
- Impacts to right of way/access points.

General policies which Elemental Wellness shall strictly enforce, and which each employee shall be tasked with assisting in enforcing, include:

- No loitering;
- Only customers allowed inside the Retail store;
- No sale, dispensing, or consumption of alcoholic beverages on or around the Retail store including the parking lot;
- No cannabis or cannabis products shall be left unattended or in an area that is not locked and secured, and no cannabis or cannabis product shall be inhaled, smoked, eaten, ingested, or otherwise consumed on the property, in the Retail store, or in the parking areas of the property; and
- Employees and security shall ensure that individuals do not enter or remain on the facility grounds if those individuals are not engaging in activity expressly related to the operations of the business (i.e., if they are not customers or visitors with a bona fide business purpose).

PROTOCOLS FOR MITIGATING NOISE

If excessive or above normal onsite noise is detected by management, Elemental Wellness will implement certain protocols as discussed below.

Elemental Wellness will take the following steps any time it receives a noise compliant:

- Investigate and determine the likely source of the noise;
- Access the effectiveness of available on-site management practices to resolve the noise event and immediately take steps to reduce the noise;
- Determine if the noise traveled off-site by surveying the site perimeter and noting noise from the building; follow-up with neighbors as necessary; and
- Record the event for further investigation and operational review.

<u>No Heavy Machinery</u> – The facility will not be operating any heavy commercial or industrial machinery that generates excessive amount of audible noise, and any equipment used will not generate noise detectable outside the concrete block walls of the building.

<u>No Loitering Policy</u> – Elemental Wellness also has a strict "no loitering" policy, which shall be enforced by employees and the security guard, helping to mitigate noise from being generated in the parking lot. This policy shall include a maximum of ninety (90) minutes of parking for each parking space and no overnight parking.

<u>Record keeping</u> – Any time Elemental Wellness receives a noise complaint, a management-level employee must record the information relative to the event in Elemental Wellness's records.

<u>Noise Caused by Customer</u> – If problematic noise is caused by persons on-site, the security guard shall approach the person(s) and request for the noise to be abated, if the person(s) refuse, the security guard shall request for the person(s) to remove themselves from the Retail store. If the person remains noisy and disruptive, and refuses to vacate the Retail store, then the security guard shall follow protocols for mitigation of unruly persons (including alerting the local Police Department if necessary).

SAFETY RELATED CONCERNS

To ensure that Elemental Wellness does not cause trepidation in the community about risk of safety to neighbors and to mitigate unsafe or potential criminal activity, Elemental Wellness has adopted a robust safety program. Elemental Wellness will ensure the following:

No cannabis or cannabis products shall be visible from any point or vantage point of the exterior of the building, to reduce the risk of burglary or vandalism.

No cannabis or alcohol shall be allowed to be consumed, ingested, smoked, or otherwise used on the property, including the parking lot.

Elemental Wellness shall install and maintain a fully operational digital video surveillance and camera recording system. All cameras installed on the exterior of the building shall be continuously recording twenty-four (24) hours a day to capture all activities occurring on the Retail store.

Elemental Wellness shall also conspicuously post signs stating, "All Activities Monitored By Video Camera" or otherwise advising all persons entering the facility that a video surveillance and camera recording system is in operation at the facility and recording all activity to further prevent burglary, vandalism, or other unsafe activities from occurring on-site.

Elemental Wellness will hire a professional, reputable alarm company to install and monitor burglar alarms on each point of egress/ingress to the building, including all doors and windows.

Elemental Wellness will hire a locally based private security company to provide regular patrol service and on-site security guards. The on-site security guards shall be present during all hours of Retail store operation, and shall do regular rounds of the exterior of the Retail store to deter, prevent, and if necessary, stop unsafe and criminal activity.

Elemental Wellness has implemented robust emergency response protocols in the event there is an emergency. The Safety Plan in this application further describes our company emergency response protocols and the staff training that goes along with those protocols.

GENERAL FACILITY MAINTENANCE

Graffiti Removal. Elemental Wellness will ensure that its employees immediately report the discovery of any graffiti on or around the facility. The Managers will ensure that any graffiti is removed/painted over within twenty-four (24) hours.

Specific Waste Procedures. Elemental Wellness shall ensure that any cannabis product or cannabis-derived product that is intended for disposal, shall be made unusable and unrecognizable prior to removal from the property, in compliance with any applicable laws. Additionally, cannabis waste shall be disposed of in a manner that protects any portion of the cannabis from being possessed or ingested by any person or animal.

Design. The facility will be designed with primary objectives of safety and efficient customer flow. The design will be intended to mitigate excessive queuing of customers outside of the building and to minimize customers parking off-site. In part this will require an initial lobby-entrance that is large enough to allow for customers to congregate while waiting to be verified by the electronic identification scanner and verification system. Flow efficiency is also achieved through a thoughtfully designed retail showroom floor space, incorporating principles of a minimalist design and implicit movement patterns to navigate the flow of customers in an orderly manner. By designing pragmatic spaces and shelving and display units, Elemental Wellness will positively impact how customers browse and move through the space.

The architectural and visual quality and character of the premises will harmonize with and enhance the surrounding area. The design will avoid over-sized, obtrusive signs, un-landscaped parking areas, unduly bright or garish lighting, or design features which encourage loitering. Adequate litter receptacles will be provided where appropriate.

Parking Policies. To prevent congestion in the area and ensure parking is as accessible as possible, Elemental Wellness will have a strict "No Loitering" policy. This policy shall include a maximum of ninety (90) minutes of parking for each parking space in Elemental Wellness's lot and no overnight parking. No cannabis or cannabis products shall be visible from any point or vantage point of the exterior of the building, to reduce the risk of burglary or vandalism. No cannabis or alcohol shall be allowed to be consumed, ingested, smoked, or otherwise used on the property, including the parking lot.

Protocols for Mitigating Traffic Increase. Elemental Wellness will encourage its employees to use vehicle alternatives to get to and from work, and will encourage customers to visit the Retail store during low-volume hours using alternative transportation. This will decrease traffic concerns and reduce pollution and carbon emissions.

Elemental Wellness's facility will be sited and/or operated in a manner that prevents cannabis odors from being detected offsite. Commercial cannabis activities will not create offensive or excessive odors, dust, heat, noise, light, glare, smoke, traffic, or hazards due to the use or storage of materials, processes, products or wastes, or other unreasonable impacts to people of normal sensitivity living, working or lawfully present in the vicinity of the commercial facility.

Commercial cannabis operations will be concealed from public view at all times and there will be no exterior evidence of cannabis or cannabis products occurring at the property, visible with normal unaided vision from any public place, or the public right-of way.

Elemental Wellness's facility will include adequate measures that address enforcement priorities for commercial cannabis activities including restricting access to the public and to minors and ensuring that cannabis and cannabis products are only obtained from and supplied to other permitted licensed sources within the State and not distributed out of State.

Elemental Wellness will ensure the following prohibitions are enforced at its facility at all times:

- Prohibition of on-site consumption of cannabis
- Prohibition of the possession, storage, sale, distribution or consumption of alcoholic beverages on the premises, or the holding of license from the State Division of Alcoholic Beverage Control for the sale of alcoholic beverages, or operating a business that sells alcoholic beverages, on or adjacent to the commercial cannabis activity site
- No cannabis products or cannabis accessories will be displayed in windows or visible from the public right-of -way or from places accessible to the general public
- Prohibition of minors and persons under the age of 21 on the premises, even if accompanied by a parent or guardian
- Outdoor storage of cannabis or cannabis products is prohibited

WASTE MANAGEMENT PLAN

Secure, Segregated Storage

All cannabis waste will be stored in secure, segregated storage on the licensed premises until there is a sufficient quantity to destroy.

Disposal

Disposal of any cannabis product waste must be rendered unrecognizable, unusable and unrecoverable through grinding and incorporating the cannabis waste with non-consumable, solid wastes listed below, such that the resulting mixture is at least fifty (50%) percent non-cannabis waste:

- Paper waste;
- Plastic waste;
- Cardboard waste;
- Food waste;
- Grease or other compostable oil waste;
- Bokashi, or other compost activators;
- Other wastes approved by the Cannabis Control Commission that will render the medical cannabis waste unusable and unrecognizable as cannabis; and
- Soil.

Retailers of consumer goods are liable for the products they provide to consumers and face product recalls for potentially dangerous or hazardous products. The same is true for the cannabis businesses as manufacturers and distributors, for the facility may need to conduct a product recall in the future. For most consumer products the recall process is handled and regulated by the Consumer Product Safety Commission (CPSC), therefore, the cannabis business recall plan will follow the guidelines of the CPSC.

The Consumer Product Safety Commission (CPSC) has compiled resources to assist companies that manufacture, import, distribute, delivery, or otherwise sell consumer products. CPSC has developed a Recall Handbook that can be utilized in case a product recall needs to be ordered. The Recall Handbook details how to recognize potentially hazardous consumer products as soon as possible. The book explains how to develop and implement a "corrective action plan" (called a CAP) to address the hazards; it explains CPSC's Fast Track Program. The Recall Handbook also discusses how to communicate recall information to consumers and how to monitor product recalls. The Consumer Product Safety Commission's Recall Handbook will be a valuable tool utilized by the company if the need for a product recall ever arises.

The Recall Handbook should be referenced to determine exact protocol for recall and the requirements from the Consumer Product Safety Commission.

WHEN TO RECALL MEDICAL CANNABIS PRODUCTS

As a retailer of consumer products, the Retail store has a legal obligation to immediately report the following types of information to the Consumer Product Safety Commission:

- A defective product that could create a substantial risk of injury to consumers;
- A product that creates an unreasonable risk of serious injury or death;
- A product that fails to comply with an applicable consumer product safety rule or with any other rule, regulation, standard, or ban under the CPSA or any other statute enforced by the CPSC;
- An incident in which a child (regardless of age) chokes on a marble, small ball, latex balloon, or other small part contained in a toy or game and that, as a result of the incident,

- the child dies, suffers serious injury, ceases breathing for any length of time, or is treated by a medical professional; and
- Certain types of lawsuits. (This applies to manufacturers and importers only and is subject to the time periods detailed in Sec. 37 of the CPSA.)

Failure to fully and immediately report this information may lead to substantial civil or criminal penalties. Consumer Product Safety Commission's staff advice is "when in doubt, report." The cultivation facility or dispensing organization will ensure communication with the required state and local authorities within 24 hours of becoming aware of the need for a product recall. The facility will then proceed to the recalling protocol and how to recall the product.

How to Recall Cannabis Products

The facility will develop a recall plan following guidance from the Recall Handbook provided by the CPSC. Once the need for a product recall has been determined, the facility will proceed with the product recall Corrective Action Plan (CAP). If the need for a product recall arises, cultivation centers and dispensing organizations will have inventory management systems in place to determine and pinpoint which products to recall, how many of those products are in the supply chain, and will be able to determine exactly where those products are within the supply chain. The inventory management systems and procedures required by state regulations will ensure a streamlined recall process if ever necessary.

Corrective Action Plan (CAP)

A corrective action plan is a schedule of improvements to an organization's processes taken to eliminate causes of non-conformities or other undesirable situations. The goal of a corrective action plan should be to retrieve as many hazardous products from the distribution chain and from consumers as possible in the most efficient, cost-effective manner. The CAP will outline the procedures and steps needed to be taken by the facility once a product recall is required.

Step One: Industry Notification

If a cannabis product is believed to need a recall, the Retail store will contact all wholesale partners to notify them of the situation. The facility will also contact the required state and local authorities within 24 hours of obtaining reportable information.

Step Two: Public Notification

The facility or dispensing establishment will post notifications about the product recall on its website as well as make partnering cultivation centers and dispensing organizations aware of the product recall. The actual recalling processes will be handled by both the cultivation center and the dispensing organizations.

As the dispensing organization issuing a recall notice, it will be important to reach the end users of the recalled product. The facility will post notification about the recall on Facility websites and social media as well as post written notices of the recall on location for patients and customers to view. The recall notice will include all pertinent information regarding the product being

recalled, contact information and other information relating to the recall. Information will include but not be limited to:

- Product name and unique attribute number
- Product batch number
- Dispensing date range of recalled product
- Dispensing organization locations

Once the recall notification has been issued to all applicable dispensing organizations and medical cannabis patients, the facility will wait to receive recalled products from dispensing organizations and/or licensed medical cannabis patients and caregivers. Once recalled products have been received, the facility will properly dispose of all recalled products. The disposal of these products should conform to the state regulations for waste disposal.

Step Three: Procurement

It will be at the dispensing organizations discretion whether to issue a refund, replace the recalled product at no cost, or to take other measures.

- Upon receiving recalled medical cannabis, registered grower agents will document the return of the recalled medical cannabis
- After documentation, grower agent will securely store the recalled medical cannabis in segregated storage until disposal
- Store recalled medical cannabis in the quarantined segregated storage area of the Licensed Premise
- Recalled medical cannabis must be securely stored until authorized by the Commission to properly dispose of said medical cannabis.

Step Four: Documentation and Record Retention

The facility will maintain comprehensive records regarding any and all product recalls issued on a proper Product Recall Log Sheet.

Step Five: Disposal

The facility will ensure that any and all recalled cannabis products are disposed of according to all state and local regulations. The facility will follow cannabis waste disposal and destruction procedures outlined within these SOP's for proper disposal of recalled medical cannabis.

- Recalled material must not be destroyed or disposed of until authorized by the Commission.
- Recalled medical cannabis will need to be stored and segregated until the disposal of recalled material is authorized by the Commission.
- Stored recalled material in the quarantined secure storage area of the Licensed Premise.
- Once receipt of notification from the Commission that the disposal of recalled medical cannabis is authorized, registered grower agents will dispose of the medical cannabis according to the Medical Cannabis Waste Disposal SOP.

 Registered grower agents must dispose of medical cannabis within 24-hours of Commission authorization.

ENVIRONMENTAL IMPACT MITIGATION

Elemental Wellness is committed to supported and helping achieve sustainable practices, renewable energy and water efficient buildings. Elemental Wellness considers itself to be an environmentally conscious business and we are committed to considering and identifying all avenues and initiatives in order to be as 'Green' as possible. Elemental Wellness will implement a range of energy saving measures at the Facility designed to reduce / reuse and recycle, including:

- Energy efficient lighting on the interior and exterior of the building;
- Water saving devices for all tap faucets and facilities;
- Use of recycled building materials (where possible) to reduce the carbon footprint of the Facility; and
- Full recycling of any secondary packaging materials.

The business will have no environmental impacts on the Marina area and no adverse effects on the surrounding area. No odor or smell is emitted from the premises and all water is treated before disposal. The business category operates under heavily regulated practices regarding waste in the State of California. The Facility will have minimal or no impact whatsoever on sewage, drainage, solid waste disposal, energy, roads or public transportation.

Waste Management. Elemental Wellness will hire a licensed local Marina waste hauling service to handle cannabis waste management to ensure that we adhere to the all the CA Bureau of Cannabis Control Emergency Regulations regarding Cannabis Waste Management. All waste removed from the site will be thoroughly documented via waste manifest, requiring signatures from both facility management and the third-party transport technicians. Waste is tracked and traced from the point of generation to its final resting place.

Elemental Wellness will also be implementing the use of ENERGY STAR Portfolio Manager, which is a free, easy to use, online tool for tracking waste, energy and water data over time. We will be using this platform to benchmark the performance of the building from a waste management perspective with a long-term goal to consistently improve the performance of our waste reduction program.

Implementing Zero Waste Incentives. The entire Elemental Wellness Team will be encouraged to meet Key Performance Indicators, which will trigger one-off performance bonuses, with an

aim to reduce, reuse and recycle waste from the shop. We will build the following into the design of the building to reduce our carbon footprint:

- Use of low emitting LED Lights which have a much lower carbon footprint on the environment.
- Water saving devices in all taps, faucets and toilets.
- Recycling bins separated for plastics, paper and cardboard and landfill waste.
- Installation of a solar panel on the roof of the building to reduce our carbon footprint from lighting and air conditioning.

Ventilation and Odor Control. In accordance with the procedures set forth in this section, Elemental Wellness will ensure the following:

- 1. Storage areas should have properly balanced ventilation systems; Dehumidifier equipment must be installed and maintained as necessary;
- 2. The retail facility Manager must ensure the regular maintenance of odor control equipment including regular cleanings and filter replacements as often as required;
- 3. Odor control equipment must employ activated carbon filtration and be serviced according to ions.

Elemental Wellness's air system will create negative air pressure between the premises interior and exterior to ensure that odors from within the premises will not be detected outside of the premises.

Environmental Control Records. All environmental control adjustments and maintenance records must be recorded in Elemental Wellness's records and maintained for a period of seven (7) years in accordance with applicable state law.

AIR QUALITY PLAN

Elemental Wellness is committed to implementing preventative measures that will eliminate and reduce the potential risk of significant adverse environmental impacts as further set forth herein. Elemental Wellness will incorporate odor control devices and odor absorption ventilation systems on the premises to ensure that odors from on-site cannabis operations are not detectable offsite.

Elemental Wellness will install and maintain an exhaust air filtration system with odor control that prevents internal odors from being emitted externally, and will install an air system that creates negative air pressure between the business's interior and exterior such that odors generated inside the business are not detectable outside of the premises. Elemental Wellness will adhere to the California Environmental Quality Act (CEQA) and is committed to ensuring that there will be no significant adverse environmental impacts of its operations. Elemental Wellness will ensure that all of its air quality procedures and policies meet or exceed the requirements set forth in the regulations released under Senate Bill 94.

AIR QUALITY STANDARDS

In addition, Elemental Wellness will implement policies and practices that adhere to California Ambient Air Quality Standards (CAAQS), as adopted by the California Air Resources Board (ARB) and the U.S. Environmental Protection Agency (U.S. EPA). Elemental Wellness will ensure that air pollutants, if utilized or produced during any process related to its operations, remain in compliance with the following standards, the California ARB Standard PMIO and the California ARB Standard PM2.5. Elemental Wellness is committed to protecting the health of its employees, visitors, contractors, and residents of the surrounding community, including, but not limited to, the elderly, people with heart and/or lung disease, children, and infants.

ODOR MANAGEMENT

To preserve the retail facility and the community surrounding the retail facility, Elemental Wellness has established multiple, state-of-the-art methods to prevent the spread of odor beyond the retail facility walls and combat offensive odors within the retail facility. Elemental Wellness will use various methods of air control. If odor is reported coming from the retail facility at any time, Elemental Wellness will make it a priority to find the source of the spreading odor and eliminate the cause. From there, Elemental Wellness will revisit its standard operating procedures to determine appropriate modifications, if any.

Upon discovering odor escaping the retail facility in any quantity, Elemental Wellness will:

- 1. Immediately prioritize finding the source of the odor;
- 2. Eliminate the cause of the odor; and
- 3. As necessary, modify operating procedure to ensure the prevention of future incidents.

CHARCOAL FILTERS

Elemental Wellness will install multiple charcoal-filled carbon filters placed strategically in the facility to filter the offensive odor created by cannabis. Certain carbon filters will be set up as scrubbers where they constantly "scrub" the air by taking in dirty air and releasing clean air. Other filters will take in dirty air, filter it and transport the air via ducts to a specific room to further cleanse it. Other filters will take in dirty air, filter it and transport the air via ducts to a specific room to further cleanse it.

HEPA FILTRATION

In addition to charcoal filters, Elemental Wellness will utilize High Efficiency Particulate Air Filters ("HEPA Filters") in all HVAC units. All air that comes into the retail facility will pass through the

HEPA filtration. These filters will reduce all airborne particles as small as 0.3 microns, including dust, pollen, and dander. Although HEPA filtration greatly improves air quality, some ultra-fine particles can be missed which is why charcoal filtration will also be used as discussed above. HEPA filtration is commonly used in hospitals, pharmaceuticals, manufacturing, food processing, and computer manufacturing facilities.

CLOSED LOOP AERATION SYSTEM

Elemental Wellness will implement a closed loop aeration system to promote air circulation within the retail facility instead of bringing in air from outside. This allows all environmental conditions to be contained within the retail facility and allows Elemental Wellness to manually control the environment, preventing the spread of odor to outside the facility through air vents.

HVAC SYSTEMS

The facility will be equipped with Energy Star HVAC technology which allows an energy efficient means of controlling the retail facility's climate, and the facilitation of proper ventilation to prevent the spread of unwanted odors. HVAC equipment will provide the following:

- 1. Installation of vent dampers;
- 2. Analysis of systems and replacement of inefficient components;
- 3. Use of programmable thermostats and controls; and
- 4. Sealing and insulation of ducts and hot water pipes.

STORAGE AREAS

Elemental Wellness's storage areas have been designed for ease of maintenance. The facility Managers will ensure these areas remain dry, well ventilated, and have sufficient insulation or other temperature-control features to avoid extreme temperature fluctuations. Elemental Wellness may incorporate a humidifier or de-humidifier if needed. Storage areas will utilize and maintain carbon filtration or other means of odor control.

VENTILATION AND ODOR CONTROL

In accordance with the procedures set forth in this section, Elemental Wellness will ensure the following:

- 1. Storage areas should have properly balanced ventilation systems; Dehumidifier equipment must be installed and maintained as necessary;
- 2. The retail facility Manager must ensure the regular maintenance of odor control equipment including regular cleanings and filter replacements as often as required;

3. Odor control equipment must employ activated carbon filtration and be serviced according to ions.

Elemental Wellness's air system will create negative air pressure between the premises interior and exterior to ensure that odors from within the premises will not be detected outside of the premises.

ENVIRONMENTAL CONTROL RECORDS

All environmental control adjustments and maintenance records must be recorded in Elemental Wellness's records and maintained for a period of seven (7) years in accordance with applicable state law.

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As acknowledged by our signature below, as neighbors of the property at 3343 Paul Davis Drive, Marina we would support the use of this property for the sale of and related uses of cannabis and related products.

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THE DRIVE TO HELP

Elemental Wellness in San Jose has been committed to community service since its inception. The leaders of the Marina retail location will continue the commitment to staying involved in local programs and responding to community needs as they arise. Below is a list of community service programs the Elemental Wellness team has participated in in the past few years.

COMMUNITY Silicon Valley Pride, 2017, 2018

Coyote Creek Clean - Up, 2018

Music in the Park, 2016, 2017,

2018

Women and Wellness Celebration, 2019

Love & Second Chances Dog Adoption Event,

2018 Blood Centers of the Pacific Blood Drive,

2017, 2018 Voter Registration Drive, 2016,

2017, 2018

SoFA Street Fair, 2016, 2017, 2018

CHARITY

Second Harvest Food Bank, 2015, 2016, 2017,

2018 One Warm Coat Drive benefitting

Homesafe, 2018 Toys for Tots, 2018

Back-pack to School, 2018

SF AIDs Walk, 2016, 2017, 2018

Red Cross Blood Drive, 2015, 2016, 2017, 2018

Lake County Fire Victims Fund, 2015, 2016, 2017, 2018

Breast Cancer Emergency Fund & Woman Care, 2015, 2016, 2017, 2018

DESIGNATED COMMUNITY RELATIONS CONTACT

Elemental Wellness will make the following information available to City officials, the Police Department, and any other relevant departments:

The name, telephone number, and email address of a community relations contact to whom notice of problems associated with Elemental Wellness can be provided in addition to applicable City and State enforcement divisions. Elemental Wellness shall also provide the above information to The Police Department and all residents and property owners located within one hundred (100) feet of the licensed premises, and to all residences located within three hundred (300) feet of the licensed premises.

During the first year of operation, the Owner, Manager, and community relations contact from Elemental Wellness will attend regular meetings with the City Manager and other interested parties as deemed appropriate by the City Manager, to discuss costs, benefits, and other community issues. After the first year of operation, the Owner, Manager, and community relations contact from Elemental Wellness shall meet with the City Manager when and as requested by the City Manager.

EMERGENCY CONTACT

Elemental Wellness shall select one (1) manager to act as the Emergency Contact, 24-hour on call Manager. Contact information for Elemental Wellness's current Emergency contact will be maintained and posted on Elemental Wellness's website and around the business Retail store. Elemental Wellness will also provide information for an alternative emergency contact prior to beginning operations. Additionally, we will have at least one on-site Manager responsible for overall operations during all business hours.

COMMUNITY BENEFITS

Elemental Wellness is committed to give a percentage of its annual gross revenue back to the Marina community for use on social and wellness events where funding and/or awareness is needed. As we rally together to aid City causes, we will negotiate with the City on an appropriate percentage of revenue to donate to a community benefits fund. These quarterly or annual donations will create a fund that may be used to pool the necessary resources for upcoming events, drives, education sessions, and more.

Elemental Wellness will also reach out to local community organizations to assess the community's attitude regarding its operations in the community. Elemental Wellness will make

every effort to stay informed of and attentive of the issues affecting the community and will do its best to deploy its resources to assist community leaders in dealing with these issues.

- Local Law Enforcement Elemental Wellness plans to establish an active line of communication with local law enforcement leaders. It is committed to maintaining a close working relationship with local law enforcement to enhance its ability to provide a secure and positive experience for its employees, authorized visitors, vendors, and the community.
- 2) <u>Chamber of Commerce</u> Elemental Wellness has joined the Chamber of Commerce and recognizes that the area's economic well-being directly relates to the caliber of the work done by this organization that serves as the voice of local businesses to provide jobs, generate tax revenue, build infrastructure, and provide services for the City. As an organization that has a strong desire to improve the community, Elemental Wellness's decision to join the Chamber of Commerce is an easy one.
- 3) <u>Local Firefighters</u>— Elemental Wellness intends to build a relationship with the citizens who bravely dedicate their time and their talent to the City Fire Department. Elemental Wellness is dedicated to supporting the needs of both the Fire Department and the community.

CARF PROGRAM

Elemental Wellness will be an active supporter of the community of Marina by launching our ELEMENTAL CARES program. This is a program that creates a structure and budget to offer education sessions, youth groups, women and veteran services, and clean-up programs. Elemental Wellness has budgeted \$12,000 for the first year of operations to be used for all community benefits programs and the ELEMENTAL CARES budget. We will double this budget in year two and three of operation.

Young people are increasingly exposed to alcohol and drugs at an early age – we want to be an active participant in ensuring that these youth receive the appropriate level of information on the dangers of substance abuse at an early age so that they are better informed and more capable of decision making as they develop and mature. We believe that this program will have positive flow on effects for some of the most pressing and critical social issues effecting Marina – neighborhood crime prevention, substance abuse and creating safer and cleaner parks and recreation facilities.

ELEMENTAL CARES will partner with community leaders to establish guidelines for volunteer efforts and donation of funds.

ELEMENTAL CARES has committed to providing 30hrs by providing its employees paid time off to participate in volunteer activities.

COMMUNITY EDUCATION SESSIONS

Elemental Wellness proposes developing a Community Outreach Program that will be held 4 times a year.

At Elemental Wellness we believe that education and community outreach can change the way cannabis is viewed and help people understand its benefits. To have a successful cannabis program, we believe that there needs to be an active relationship between the community, research, physicians and customers.

To enact such a program, we will be recruiting a panel of specialists and experts onto our team which will help us conduct the outreach program. We would envision each event having 3 specialists conduct 15-minute lectures with a 30-minute question and answer session at each event.

Each event would run for approximately 90-minutes and focus on:

- Myths and Facts of Cannabis
- Customer Treatment Options
- The History of Cannabis
- Latest Research and Adult-use and medical Findings for Cannabis
- Responsible Use and Management of Cannabis

Our goal is to provide consumers with the facts and information they need to be educated and make informed decisions. It is our goal to educate the community so that they can make the best decisions for themselves and their health.

All sessions will be provided at zero cost to the attendees. We will schedule a free shuttle bus for attendees that want to attend the session but may not have transport options.



Fwd: You set up an automatic payment profile to Marina Chamber of Commerce

1 message

Linda Duong <119duong@gmail.com>
To: Devon Bloomstone <devon@bloomstoneco.com>

Mon, Jun 3, 2019 at 4:11 PM

-- Forwarded message ---From: service@paypal.com <service@paypal.com>
Date: Mon. Jun 3. 2019 at 4:11 PM Subject: You set up an automatic payment profile to Marina Chamber of Commerce



You set up an automatic payment profile

Hello Linda Duong,

You just set up an automatic payment profile to Marina Chamber of Commerce. Here's the information:

To: Marina Chamber of Commerce For: Membership Profile ID:

About the automatic payment you just set up:

Amount to be paid each time: \$250.00 USD Billing cycle: Yearly Payments start: Jun 3, 2019 Pay with money from: CHASE MANHATTAN BANK Checking (Confirmed) x-2518

To change or cancel your agreement with Marina Chamber of Commerce, log in to your PayPal account, go to your Profile, and click My money. Update your agreement in the "My preapproved payments" section.

Sincerely,

PayPal

RIGHT TO REFUND

You, the customer, are entitled to a refund of the money to be transmitted as a result of this agreement if PayPal does not forward the money received from you within 10 days of the date of its receipt, or does not give instructions committing an equivalent amount of money to the person designated by you within 10 days of the date of the receipt of the funds from you unless otherwise instructed by you.

If your instructions as to when the money shall be forwarded or transmitted are not complied with, and the money has not yet been forwarded or transmitted, you have a right to a refund of your

If you want a refund, you must mail or deliver your written request to PayPal at P.O. Box 45950, Omaha, NE 68145-0950. If you do not receive your refund, you may be entitled to your money back plus a penalty of up to \$1,000.00 USD and attorney's fees pursuant to Section 2102 of the California Financial Code.

PAYPAL ACCOUNT HOLDERS

If you have a PayPal account, you have a preferred alternative to the Right to Refund process. You may be covered if you find a payment error. You also may be covered if you did not receive your item or the item is significantly different from the seller's description. To obtain help, log into your PayPal account and click Resolution Center at the top center of Account Overview

Help | Security Center

Please do not reply to this email. To get in touch with us, click Help & Contact.

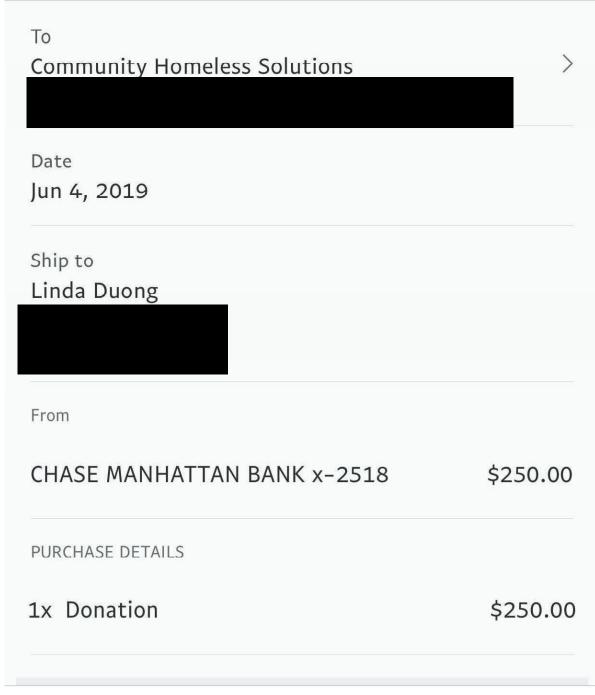
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Payment - Completed













As acknowledged by our signature below, as neighbors of the property at 3343 Paul Davis Drive, Marina we would support the use of this property for the sale of and related uses of cannabis and related products. SIGNATURE ADDRESS FIRST NAME LAST NAME + 169902 mi tom. Gary Lynn Stowe Harry & Mary Smith Kenneth & Joyce Morrison + roggue m tous. Jeffrey & Hui-Li Millard Gregory & Donna Miller Black James · NOT IN SUPPORT Delbert & Jeannette Curtsinger 1-1 5/31/2019 Minafo Joseph · requesting more time & info, on commons Steve ٧u 5/19/19 Joseph Sanford

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