

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: Marina GB	BE 007, LLC	
DBA: Herb & Legend Ma			
Proposed Address/Location:	3343 Paul Davis D	Orive, Marina, CA 9393	3
Assessor's Parcel Number (API			
PRIMARY CONTACT: Jared			
Title: Director of Busines			
Address:	·		
Phone:		Email:	
24-Hour Contact Information:	use cell number	above	
Į.	Fran Spector Atkins		
PROPERTY OWNER NAME:F	Tan Speciol Aikins		
Address: _			
Phone:		Email:	
	u are applying for Adug for per the State's lice A and M (both)	lt-Use ("A") or Medicinal ("N	following categories. For each
	19 and any additional r	equirements to complete the	Application Procedure Guidelines, application process. All documents
OFFICE USE ONLY	Fees Paid		Date Paid
Date submitted:			
Application #:Submitted to:			
Submitted to.			
1			

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.

Douglas Cortina

Name:	Dougla	as Cortina 		
Title:	CEO			
Home Address:				
Phone:				
Jigitatare	ortina		Date:	6/6/2019
580DC8L	DE616840C			
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Home Address:				
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Signature:			Date:	
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Name:	Jigar V.	Patel	
Title:	President		
Home Address:			
Phone:			
Signature:	John Charles	Date:	6-5-19
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Name: JARED KATZ

Title: DIRECTOR OF BUSINESS DEVELOPMENT

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: 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: ___ Home Address: Signature: ______ Date: _____

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Name: Alicia Duscou
Title: <u>Pirector of Business</u> Development
Home Address:
Phone:/
Signature: Date: 6/5/19
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Name:
Title:
Home Address:
Phone:
Signature: Date:

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.

See attached sheets for other licenses held by Douglas Cortina, Jigar Patel, and Alicia Darrow
Owners do not have any revoked licenses or permits.
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.
N/A for all owners
Describe the Commercial Cannabis Business' organizational status: (SEE ATTACHED ORG CHART) Marina GBE 007 DBA Herb & Legend Marina is a Domestic LLC formed on 5/16/2019.
The ownership team is comprised of Douglas Cortina (CEO, 42.5% Ownership), Jigar Patel
(President, 42.5% ownership), Jared Katz (Director of Operations, 15% ownership) and
Alicia Darrow (Director of Business Development).
Name and address of school closest to proposed location: Ione Olsen Elementary School (1.0 miles away) is located at 261 Beach Road, Marina, CA 93933
Name and address of existing alcohol-related establishment closest to proposed location: Cima Collina Winery is located at 3344 Paul Davis Drive #6, Marina, CA 93933
Have you received a Zoning Verification Letter? (Please check the appropriate response)
$oxtimes$ Yes (include the letter in your application) \Box No
Describe the neighborhood around the proposed location (i.e., surrounding uses; nearby sensitive uses such as schools, youth centers, churches, parks, daycare centers, or libraries; transit access to site; etc.):
see attached description

OTHER CANNABIS LICENSES

Owner: Douglas Cortina

Type of License	License Number	Issued By	Issued Date
Non-Storefront Retail	A9-18-0000028-TEMP	BCC	1/19/2018
Microbuinsess	C12-18-0000039-TEMP	BCC	10/25/2018
Distribution	C11-18-0000155-TEMP	BCC	10/12/2018
Distribution	C11-18-0000141-TEMP	BCC	10/17/2018
Cultivation	TML18-0003089	CalCannabis	3/28/2018
Cultivation	TAL18-0002932	CalCannabis	3/27/2018
Cultivation/Processing	TCA18-0007019	CalCannabis	9/24/2018
Cultivation	TAL18-0003075	CalCannabis	3/28/2018
Cultivation	TAL18-0008385	CalCannabis	12/05/2018

OTHER CANNABIS LICENSES

Owner: Jigar Patel

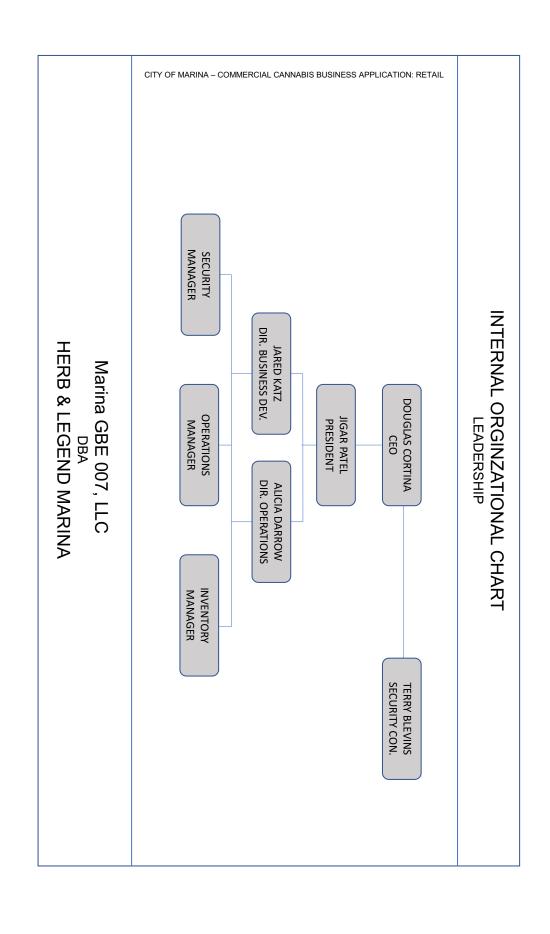
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Cultivation	TAL18-0003075	CalCannabis	3/28/2018

Alicia Darrow - Cannabis Licenses Held

- CCPC Inc: Retail License and Cultivation License (approved), City of San Francisco
- Green Door Merced LLC: Retail License (local approved state processing), City of Merced
- River Tree Enterprises: Cultivation License (local approved state processing), City of Sacramento
- IMJ Partners: Manufacturing License (approved), City of Sacramento
- Green Door Redding LLC: Retail License (approved), City of Redding
- Hayward Station Inc: Retail License (local approved state processing), City of Hayward

Describe the neighborhood around the proposed location (i.e., surrounding uses; nearby sensitive uses such as schools, youth centers, churches, parks, daycare centers, or libraries; transit access to site; etc.):

The neighborhood around the proposed location is primarily industrial with some residential properties within proximity. To the North, East, and South are other businesses that operate in the wine, meatpacking, transportation, agricultural, and food production industries such as Del Monte Meats, Pacific Monarch Ltd. and Produce Kinetics. The facility shares a Western property line with four residential structures but this line is on the opposite side of the facility's parking lot with adequate tree canopy to ensure no visibility of operations on behalf of the neighboring residents. The Kingdom Hall of Jehovahs Witnesses and Holy Assembly Missionary Baptist are located 0.2 miles and 0.3 miles to theWest respectively. Gloria Jean Tate Park is 0.6 miles to the West. Miss Barbara's Child Development Center is 0.8 miles to the South. The Marina Library is 1.4 miles to the Southwest. The Del Monte/Beach Bus Stop (Stop ID: 1897) and the Reservation/Marina Landing Bus Stop (Stop ID: 1873) are 0.7 miles and 1.0 miles to the Southwest respectively. There are no youth centers in proximity to the facility.



APPLICATION SUBMITTAL 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 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.
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 approva shall be maintained and operated in accordance with requirements of the Marina Municipal Code and State law.
- 1 22
JARED KATZ Name Signature
DIRECTOR OF RUSINESS DEVELOPMENT

Date

Title

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.

Name Fran Spector Atkins	Signature
Title	Jue 5, 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.

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 <u>CA</u> County of <u>Monterey</u>

Subscribed and sworn to (or affirmed) before me on this $\underline{5th}$ day of \underline{June} , $\underline{2019}$, by \underline{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)

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

AW (CE)

(This area for official notarial seal)

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

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

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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.

e. PERMIT RENEWAL CERTIFICATION

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 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.

Applicant Signature

DOUGLAS CORTINA

Printed Name and Title

U14/19

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 Covery of Simple on this day of June, 2019, by

Subscribed and sworn to (or affirmed) before me on this day of June, 2019, by

Douglas Compo proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal) Signature

SUNIL JASWAL COMM. # 2233425 GO NOTARY PUBLIC CALIFORNIA ALAMEDA COUNTY

My Comm. Exp. April 2, 2022

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(Must be completed by all applicants)

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12ED	PRESIDENT	JIGAR	PATEL
Applicant Signature	Printed Name and T		100000000000000000000000000000000000000
6/3/19			
Date			

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State of California City of
Subscribed and sworn to (or affirmed) before me on this 3 day of Julie , 20 19, by
SIGAR PATEL proved to me on the basis of satisfactory evidence to be
the person(s) who appeared before me
Sall Mall
(Seal) Signature Mille M
(Seal) Signature
KATHIE RUTHERFORD
СОММ. #2135609
MOTARY PUBLIC - CALIFORNIA A

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Applicant Stanature

4 JUNE 2019

Date

Printed Name and Title

DIRECTOR OF BUSINESS DEV

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State of California

City of <u>Sacramenta</u>

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proved to me on the basis of satisfactory evidence to be

the person(s) who appeared before me

(Seal) Signature

CHANG HAAN
COMM. # 2133438
HOTARY PUBLIC-CALIFORNIA
SACRAMENTO COUNTY
MY COMM. EXP. DEC. 7, 2019

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proved to me on the basis of satisfactory evidence to be

the person(s) who appeared before me

(Seal) Signature

CHANG HAAN
COMM. # 2133438
HOTARY PUBLIC-CALIFORNIA
SACRAMENTO COUNTY
MY COMM. EXP. DEC. 7, 2019

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

Dated: June (<i>o</i> , 2019
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I hereby agree to the following terms:

- 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.
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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

to fully and timely comply with all of the foregoing terms and conditions.

Applicant(s)/Owner(s):	DocuSigned by:	
Douglas Cortina	Douglas Cortina	
Printed Name	Signature Docusigned by:	
Jigar Patel	Jigar Patel	
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 4	, 2019
		,

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Applicant(s)/Owner(s):	0 .
JARED KATZ	Telder
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:	6/5	, 2019
	- 11	

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Applicant(s)/Owner(s):	N-20
Alicia Darrow	
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 5	, 2019

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Applicant(s)/Owner(s):	
Printed Name	Signature
Property Owner(s): (if different)	
Fran Spector Atkins Printed Name	C from greaton around Signature
Printed Name	Signature
Printed Name	

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 2019-14

Applicant:	Fran Spector Atkins	
APN:	<u>032-281-025-000</u>	
Situs Address:	3343 Pai	ul Davis Drive Marina, CA 93933
Property Owner:	Fran Spector Atkins	
Proposed Land Use:	× /	Adult Cannabis Dispensary
	70 1	Medical Cannabis Dispensary
Zoning District:) 1 1 1	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:	X I	ndoor Cultivation
Zoning District:	Ţ	☐ 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:	M DK	Mixed Light Cultivation
Zoning District:	<u> </u>	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:	太	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. 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:

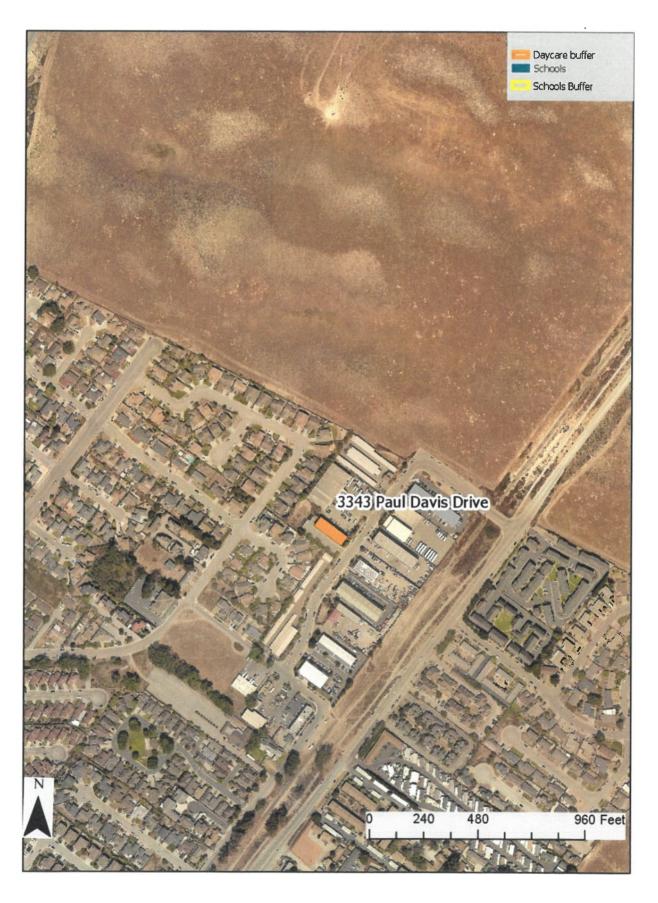
- 1. The parcel is located more than 600 feet from the nearest daycare, as shown on the attached map
- 2. The parcel is located more than 600 feet from the nearest school, as shown on the attached map

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.



CERTIFICATE OF LIABILITY INSURANCE

9/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

	certificate does not confer rights to				•	•	•	equire an endorseme	nt. A St	atement on
PRODUC	ER Owen-Dunn Insurance Ser	rvice	es		CONTA NAME:	СТ	,			
	1455 Response Road, Sui				PHONE (A/C, No	. Ev.). ((916) 993-270	00 FAX (A/C, No	ı. (0	916) 993-2683
	Sacramento, CA 95815				E-MAIL ADDRE	SS:	(010) 000 210	(A/O, NO	. (O	10,000 2000
					INSURER(S) AFFORDING COVERAGE					NAIC#
		MO7	762		INSURE	RA: Ohio Se	curity Insurar	nce Company		24082
INSURED	is Ventures, LLC				INSURER B:					
77 \	/an Ness Ave., Suite 101, Box	(#16	604		INSURE					
San	Francisco CA 94123				INSURE					
					INSURE	RE:				
					INSURE	RF:				
				NUMBER: 44374418				REVISION NUMBER:		
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Α 🗸	COMMERCIAL GENERAL LIABILITY	1	1	BZS1959166036		9/14/2018	9/14/2019	EACH OCCURRENCE	\$1,00	0,000
	CLAIMS-MADE ✓ OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
								MED EXP (Any one person)	\$ 15,0	00
								PERSONAL & ADV INJURY	\$1,00	0,000
GE	EN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$2,00	0,000
1	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGO	\$ 2,00	0,000
	OTHER:								\$	
AL	JTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
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	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
WC	DED RETENTION \$							PER OTH-	\$	
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DĚ	SCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMI	Γ \$	
DESCRIF	PTION OF OPERATIONS / LOCATIONS / VEHICL	ES (A	CORD	101, Additional Remarks Schedu	le, may be	e attached if more	e space is require	ed)		
Gener Prima	ngoing Operations with the Named Ir ral Liability Additional Insured applies ry Wording for General Liability applie ral Liability Waiver of Subrogation app	per t	erms r tern	ns and conditions of the att	ached	endorsement				
CERTI	FICATE HOLDER				CANO	ELLATION				
Park 1520	kway, LLC 01 Chalk Hill Rd ldsburg CA 95448				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
					AUTHO	RIZED REPRESE	NTATIVE			

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Deseree Carter

POLICY NUMBER:

BUSINESSOWNERS

BP 04 97 01 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE*

Name Of Person Or Organization:

Parkway LLC

Paragraph K. Transfer Of Rights Of Recovery Against Others To Us in Section III - Common Policy Conditions is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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^{*}Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

BUSINESSOWNERS LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Below is a summarization of the coverages provided by this endorsement. No coverages are given by this summary. Actual coverage descriptions are within this endorsement.

SECTION	SUBJECT
A.	Supplementary Payments Bail Bonds Loss Of Earnings
В.	Broadened Coverage For Damage To Premises Rented To You
C.	Incidental Medical Malpractice Injury
D.	Mobile Equipment
E.	Blanket Additional Insured (Owners, Contractors Or Lessors)
F.	Newly Formed Or Acquired Organizations
G.	Aggregate Limits
Н.	Duties In The Event Of Occurrence, Offense, Claim Or Suit
I.	Liability And Medical Expenses Definitions Bodily Injury Insured Contract Personal And Advertising Injury

Section II - Liability is amended as follows:

A. Supplementary Payments

Section A.1. Business Liability is modified as follows:

- 1. The \$250 limit shown in Paragraph A.1.f.(1)(b) Coverage Extension Supplementary Payments for the cost of bail bonds is replaced by a \$3,000 limit.
- 2. The \$250 limit shown in Paragraph A.1.f.(1)(d) Coverage Extension Supplementary Payments for reasonable expenses and loss of earnings is replaced by a \$500 limit.

B. Broadened Coverage For Damage To Premises Rented To You

1. The last paragraph of Section B.1. Exclusions - Applicable To Business Liability Coverage is replaced by the following:

With respect to the premises which are rented to you or temporarily occupied by you with the permission of the owner, Exclusions c., d., e., g., h., k., I., m., n. and o. do not apply to "property damage".

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2. Paragraph D.2. Liability And Medical Expenses Limits Of Insurance is replaced by the following:

The most we will pay under this endorsement for the sum of all damages because of all "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner is the Limit of Insurance shown in the Declarations.

3. Paragraph D.3. Liability And Medical Expenses Limits Of Insurance does not apply.

C. Incidental Medical Malpractice Injury

- 1. Paragraph (4) under Paragraph B.1.j. Exclusions Applicable To Business Liability Coverage Professional Services does not apply to "Incidental Medical Malpractice Injury" coverage.
- With respect to this endorsement, the following is added to Section F. Liability And Medical Expenses Definitions:
 - a. "Incidental Medical Malpractice Injury" means bodily injury arising out of the rendering of or failure to render, during the policy period, the following services:
 - (1) Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
 - (2) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.
 - b. This coverage does not apply to:
 - (1) Expenses incurred by the insured for first-aid to others at the time of an accident and the Duties in the Event of Occurrence, Offense, Claim or Suit Condition is amended accordingly.
 - (2) Any insured engaged in the business or occupation of providing any of the services described under a. above.
 - (3) Injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under **a.** above.

D. Mobile Equipment

Section **C. Who Is An Insured** is amended to include any person driving "mobile equipment" with your permission.

E. Blanket Additional Insured (Owners, Contractors Or Lessors)

- 1. Section C. Who Is An Insured is amended to include as an insured any person or organization whom you are required to name as an additional insured on this policy under a written contract or written agreement. The written contract or agreement must be:
 - a. Currently in effect or becoming effective during the term of this policy; and
 - b. Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".
- 2. The insurance afforded to the additional insured is limited as follows:
 - a. The person or organization is only an additional insured with respect to liability arising out of:
 - (1) Real property, as described in a written contract or written agreement, you own, rent, lease, maintain or occupy; and
 - (2) Caused in whole or in part by your ongoing operations performed for that insured.
 - **b.** The Limit of Insurance applicable to the additional insured are those specified in the written contract or written agreement or the limits available under this policy, as stated in the Declarations, whichever are less. These limits are inclusive of and not in addition to the Limit of Insurance available under this policy.
 - c. The insurance afforded to the additional insured does not apply to:
 - (1) Liability arising out of the sole negligence of the additional insured;
 - (2) "Bodily injury", "property damage", "personal and advertising injury", or defense coverage under the Supplementary Payments section of the policy arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

- (a) The preparing or approving of maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.
- (3) Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Declarations; or
- (4) Structural alterations, new construction or demolition operations performed by or for the person or organization designated in the Declarations.
- 3. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

F. Newly Formed Or Acquired Organizations

The following is added to Section C. Who Is An Insured:

Any business entity acquired by you or incorporated or organized by you under the laws of any individual state of the United States of America over which you maintain majority ownership interest exceeding fifty percent. Such acquired or newly formed organization will qualify as a Named Insured if there is no similar insurance available to that entity. However:

- 1. Coverage under this provision is afforded only until the 180th day after the entity was acquired or incorporated or organized by you or the end of the policy period, whichever is earlier;
- 2. Section A.1. Business Liability does not apply to:
 - a. "Bodily injury" or "property damage" that occurred before the entity was acquired or incorporated or organized by you; and
 - **b.** "Personal and advertising injury" arising out of an offense committed before the entity was acquired or incorporated or organized by you.
- Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

G. Aggregate Limits

The following is added to Paragraph **D.4. Aggregate Limits** Liability and Medical Expenses Limits Of Insurance:

- 1. The Aggregate Limits apply separately to each of the "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.
- The Aggregate Limits also apply separately to each of your projects away from premises owned by or rented to you.

For the purpose of this endorsement only, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

H. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- 1. Paragraph E.2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit Liability And Medical Expenses General Condition applies only when the "occurrence" is known to any insured listed in Paragraph C.1. Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.
- 2. Paragraph E.2.b. Duties In The Event Of Occurrence, Offense, Claim Or Suit Liability And Medical Expenses General Condition will not be considered breached unless the breach occurs after such claim or "suit" is known to any insured listed under Paragraph C.1. Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.

- I. Section F. Liability And Medical Expenses Definitions is modified as follows:
 - 1. Paragraph F.3. is replaced by the following:
 - 3. "Bodily Injury" means bodily injury, sickness, disease, or incidental medical malpractice injury sustained by a person, and includes mental anguish resulting from any of these; and including death resulting from any of these at any time.
 - 2. Paragraph F.9. is replaced by the following:
 - 9. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract":
 - b. A sidetrack agreement;
 - **c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - **d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which
 you assume the tort liability of another party to pay for "bodily injury" or "property damage"
 to a third person or organization, provided the "bodily injury" or "property damage" is
 caused, in whole or in part, by you or by those acting on your behalf. However, such part of a
 contract or agreement shall only be considered an "insured contract" to the extent your
 assumption of the tort liability is permitted by law. Tort liability means a liability that would be
 imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - **(b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
- 3. Paragraph F.14.b. Personal And Advertising Injury is replaced by the following:
 - b. Malicious prosecution or abuse of process;

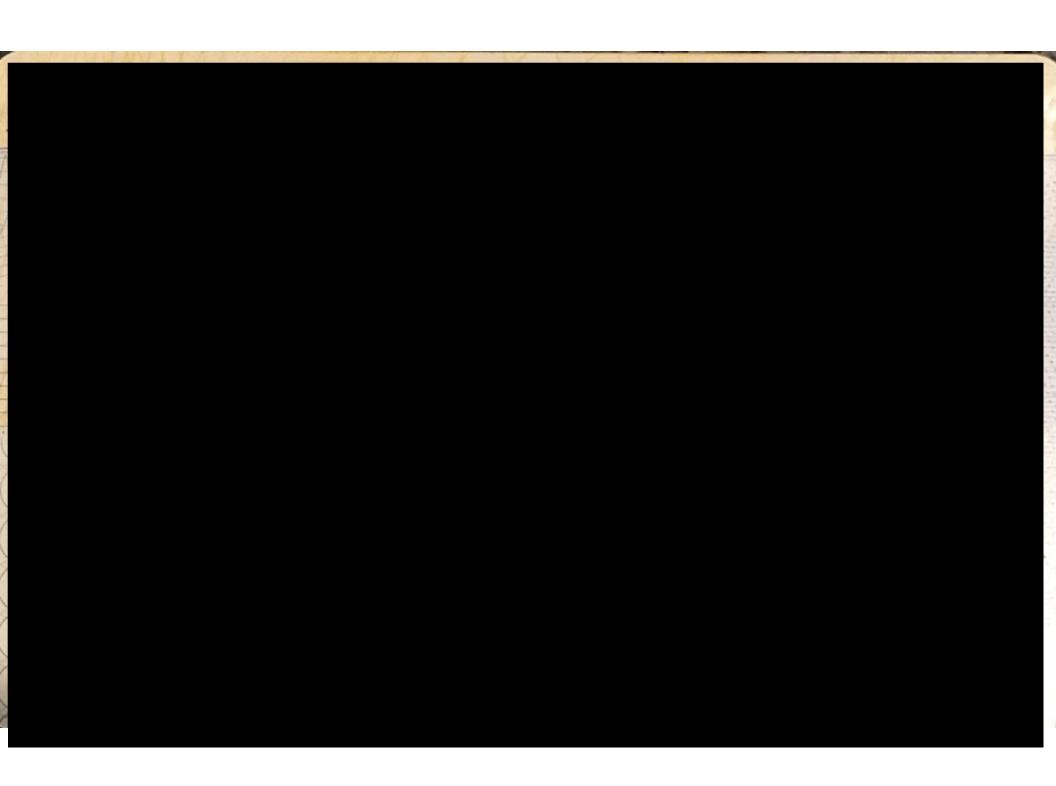
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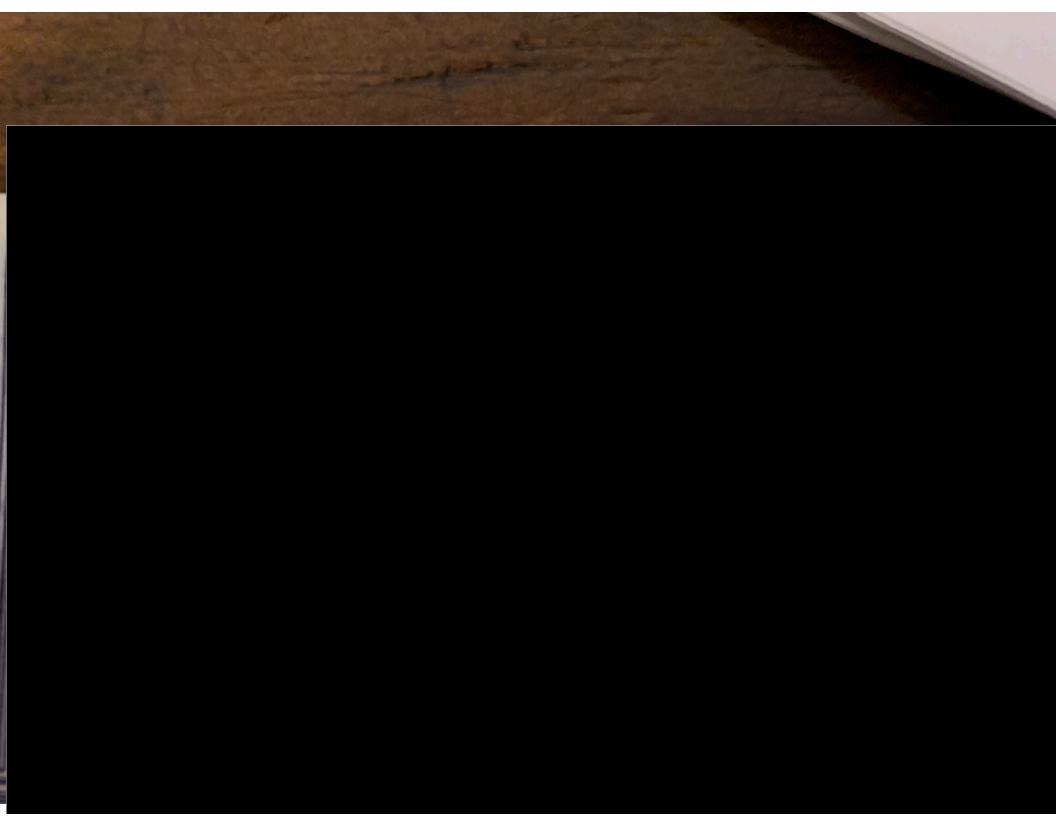


Economic Development Department – City Hall
211 Hillcrest Avenue
Marina, CA 93933
P: 831.384.3715
www.ci.marina.ca.us

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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.										
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Claims Assistance Center ACH Claims MAC D4003-012 801 W. 4th Street Winston Salem, NC 27101

05/29/2019

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Subject: Withdrawal of claim for your account ending in XXXXXX0563 Claim #:2019051980402

Dear DOUGLAS G CORTINA:

As you requested, we have withdrawn your claim about a charge of \$5,811.54 on your account above, and will not continue our research.

Please keep this letter for your records.

If you have questions, call us at 1-877-548-9230, Monday through Friday, 4:00 a.m. to 9:00 p.m. or Saturday, 5:00 a.m. to 5:00 p.m. Pacific Time.

Thank you. We appreciate your business.

Laura Epstein - Financial Crimes Manager

Claims Assistance Center

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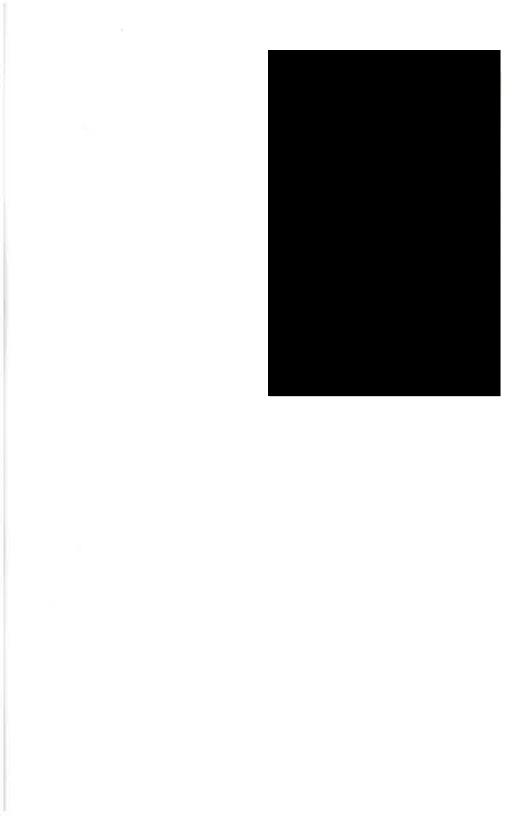




Economic Development Department – City Hall
211 Hillcrest Avenue
Marina, CA 93933
P: 831.384.3715
www.ci.marina.ca.us

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APPL	ICANT SIGNATURE	100	APPLICANT NAME (PRINT)			DATE				
	7	220	Jigar V Patel				6/4/19			











www.kaiserpermanente.org

Statement Date
Payment Due By
Total Now Due

03/09/2019 04/01/2019 \$526.00

JIGAR V PATEL

FAMILY ACCOUNT NUMBER	SUBSCRIBER'S Name						
	JIGAR V PATEL						
E	\$526.00						
PAYMENTS RECEIVED Between 02/08/2019 and 03/07/2019							
CURRENT DUES AND CHARGES							
ARE DUES	\$526.00						
Previous Months	\$0.00						
	\$0.00						
Total Now Due	\$526.00						
	NUMBER ZED 19 and 03/07/2019 ID CHARGES ARE DUES Previous Months						

Want to pay your bill by debit or credit card? Go to.... www.kp.org/payonline Or pay by phone at (800) 403-5945

▼ Return remittance advice with payment

KAI115 AGWQIV 196805/00005384 4



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PURCHASER- FAMILY ACCOUNT BILLING

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JIGAR V PATEL

Mail Payments to: inining in the line of the lin



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

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									ENGLI	ISH, SPAN	NISH, ITALIAN, FRENCH
Bullion				CRIMINA	AL HI	STORY					
		List a	ll arrests or co	onvictions other	than	infractions	for traffic	violation	5.		
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APPLICANT SIGNATURE		JOB TITLE (POSITIO	N ON THE APPLIC	(ATION		DATE			
* 400		Director of Busin	ness Develo	pment		6/4/19			
CRIMINA	AL BACKG	ROUND & CREDIT	HISTORY II	NVESTIGAT	ION R	RELEASE			
To Whom It May Concern: I am an applicant/employee of a Coof the City of Marina, and/or his information in this application for obtain a Commercial Cannabis Bus State Law.	/her agents the purpose	, employee or lawful re of conducting a crimina	epresentative(s I background o) to take my heck to verify	photog that I n	raph and fingerprints or use the neet the qualifications required to			
I agree to provide any information Bureau of Investigation, or any other									
I understand this will serve to discle the City of Marina its officers, agen may result from the taking of suc obtaining access to any other do Employee Permit.	ts, or lawfull h fingerprint	y delegated representati s or forwarding them to	ves, harmless for the appropri	rom any action ate law enforce	(s) or dement	amages whatsoever or at all which agency for a record check and/o			
Furthermore, I hereby authorize th obtain and review my consumer cre	100	-	•			oyee or lawful representative(s) to			
By signing this form, I acknowledge and/or omitting any information or Marina Ordinance.									
APPLICANT SIGNATUR	5	APPLICANT NAME (PRINT)			DATE				











P.O. Box 13284 Wilmington, DE 19850





Client service information

1.800.U.S.TRUST (1.800.878.7878)

TDD/TTY users only: 1.855.764.7388

En Español: 1.800.688.6086

bankofamerica.com

Bank of America, N.A. P.O. Box 25118 Tampa, Ft. 33622-5118

Your Regular Checking

for April 12, 2019 to May 13, 2019

JARED KATZ

Account summary

Beginning balance on April 12, 2019	
Deposits and other additions	
ATM and debit card subtractions	
Other subtractions	
Checks	
Service fees	
Ending balance on May 13, 2019	

Account number

Important disclosure information listed on the "Important Information for Bank Deposit Accounts" page.

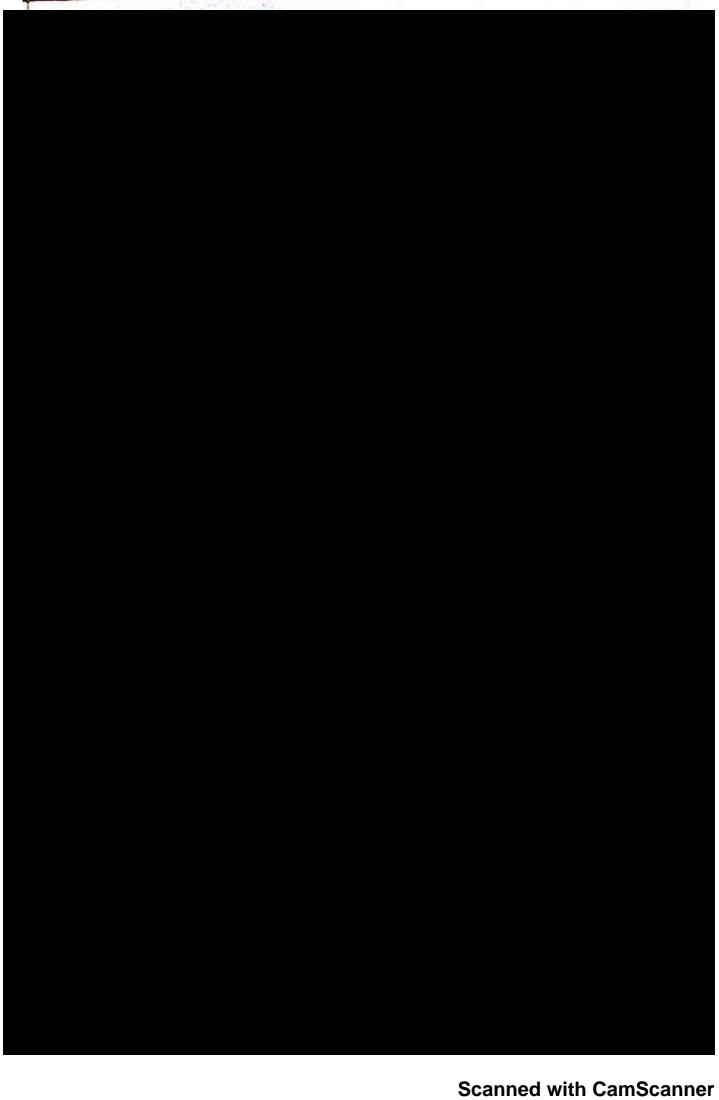


Economic Development Department – City Hall
211 Hillcrest Avenue
Marina, CA 93933
P: 831.384.3715
www.ci.marina.ca.us

		CAN	NABIS BUSII	NESS	INFORMATION		310000000000000000000000000000000000000	
ANNABIS BUSINESS NAME/DBA				IN.	THE BUSINESS, ARE YOU A	N: (CHOOSE	ONE) B/	ADGE ID REQUEST
Marina GBE 007, L	LC DBA: I	Herb & Le	gend Marina	a Owner/Principal Employee ☐ ID Request				☐ ID Request
USINESS ADDRESS, CITY, STATE, ZIP CODE STATE BUSINESS LICENSE NUMBE					SE NUMBER (if known)			
77 Van Ness Ave, Suite 101 #1604, San Francisco, CA 94102								
APPLICANT INFORMATION								
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			STATEMENT						
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	APPLICANT SIGNATURE		JOB TITLE (POSITIO	N ON THE APPLICATI	ION)		DATE		
×	. CFO 615/19								
CRIMINAL BACKGROUND & CREDIT HISTORY INVESTIGATION RELEASE									
To 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	4		
L			Alicia I	Duran	>_	(e15/19		









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Due Date: 05/29/2019

Service For:

ALICIA ARRO

Questions about your bill?

Monday-Friday 7 a.m.-9 p.m. Saturday 8 a.m.-6 p.m. Phone: 1-800-743-5000 www.pge.com/MyEnergy

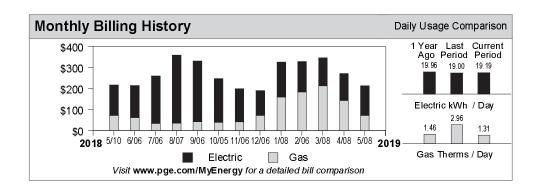
Ways To Pay

www.pge.com/waystopay

Your Account Summary

Amount Due on Previous Statement	\$218.80
Payment(s) Received Since Last Statement	-218.80
Previous Unpaid Balance	\$0.00
Current PG&E Electric Delivery Charges	\$101.15
MCE Electric Generation Charges	41.93
Current Gas Charges	72.09

Automatic Payment Service (APS)	\$215.17
to be applied 05/22/2019	ΦZ 13.1 <i>1</i>



Important Messages

Your charges on this page are separated into delivery charges from PG&E and generation or procurement charges from an energy provider other than PG&E. These two charges are for different services and are not duplicate charges.

The gas summer Tier 1 (baseline) season begins on April 1. Your total Tier 1 quantities shown were calculated using your daily summer baseline allowance starting April 1 and your daily winter baseline allowance for any days in your billing period before April 1.

Continued on page 6

No payment is due. Please retain for your records. Thank you.

9990356180085650000021517000000000



Account Number: 00 5

Due Date: **05/29/2019**

APS Amount: **\$215.17**

APS to be applied:

05/22/2019



PG&E BOX 997300 SACRAMENTO, CA 95899-7300

PROPOSED LOCATION

Physical address and a detailed description of the proposed location.

ADDRESS: 3343 Paul Davis Drive, Marina, California 93933

APN: 033-281-025

Proposed location is a Class A warehouse at 3343 Paul Davis Drive in the heart of the Marina, CA light industrial/service commercial district. The proposed location is in northern Marina on the ocean-side of Del Monte Blvd. The property is zoned for light industrial, office, and research/ development, and is ready for immediate use and offers easy access to major arteries and Highway 101. There is a loading/unloading area on the rear of the building, which features a secure roll-up door away from the general parking area. There are a number of single- and multi-family residential areas in close proximity to the proposed location.

Proof of ownership, or a notarized letter of the owner's willingness to lease. [See attached]

Thorough physical description of the overall property, building and interior floor plan. [See attached Site + Floor Plans]

The lot size is 25,142 SF and the building is 8,500 SF with roll-up doors & 18 FT ceilings. The property is zoned for light industrial, office, nursery or greenhouse, trade school, storage, and research/development. There are three planting areas on the property: one on the front of the building that covers the fire svs, electric svs, and gas meter; one that runs the length of the building along the parking spaces; and another in the rear of the property that cradles a storage shed and waste area. The property is ready for immediate use and offers easy access to major arteries and Highway 101. This beautiful warehouse with modern design and clear glass windows is situated in a business park and has ample power at 120 phase/480 V for all proposed activities. This property boasts ample off-street parking (20 Spaces) with proper storm drainage, handicap parking, and safe walking space.

Interior Floor Plan:

- Waiting Area The Waiting Area will contain a security checkpoint where members and adult customers will go through a screening and verification procedure and pass through a metal detector. There will be a receptionist desk where members and customers will undergo login procedures and a waiting area with chairs, tables, magazines, water cooler, and plants.
- Retail Area—The Retail Area will contain several display tables and wall displays that showcase the product selection and some supporting products. The Retail Area will have a clear distinction for members and adult customers to line up in front of the sales counter, which will have limited direct access to the product storage area.

- Administrative Offices The Administrative Offices will contain up to four computer workspaces complete with desks, chairs, filing cabinets, phone lines, and plants.
- Information and Technology Office The IT Office will contain all backup, replacement, and alternative sales, general, and administrative equipment. This Office will also act as the facility maintenance equipment storage office. Equipment will go in storage containers and neatly organized for ease of access and efficiency.
- Break Room The Break Room will have a central dining table, chairs, countertop space with a sink, refrigerator, microwave, and cabinet space. This space also contains two separate bathrooms.
- Locker Room The Locker Room will have enough space for employees to dress and gown. Additionally, the locker room will have personal storage lockers for employees to secure personal items.
- Shipping/Receiving Area The Shipping/Receiving Area will contain a processing area for the secure receiving of cannabis and cannabis goods from licensed distributor. This area will have countertops and tables for the checking and confirming of goods.
- Vault The Vault will contain shelves for the secure storage of all received products that have been confirmed and entered in the inventory software. The Vault will have a security door that is fire-rated for at least two-hours. Access to the vault will be controlled with a biometric lock requiring a thumbprint and unique PIN code for each user.

Description of all known nearby state and locally defined sensitive use areas. The cannabis business must have the appropriate zoning and meet all the locational requirements as described in MMC Chapter 19.01.030.

The proposed cannabis business is appropriately zoned and meets all the locational requirements as described in MMC Chapter 19.01.030. The proposed location is located in the Business Park Small Lot Combining District (BP/P).

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.

Name

Fran Spector Atkins

Signature

Property owner

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 <u>CA</u> County of <u>Monterey</u>

Subscribed and sworn to (or affirmed) before me on this $\underline{5th}$ day of \underline{June} , $\underline{2019}$, by \underline{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)

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

(This area for official notarial seal)



501 Abrego, Monterey, CA 93940 • Phone: 831.646.1919 • Fax: 831.646.1115 www.mahoney.commercial.com

Date: May 23rd, 2019

Peter Baird
Mahoney & Associates
501 Abrego Street
Monterey, CA 93940

Dear Peter;

I am pleased to present this Letter of Intent on behalf of Osiris Ventures, Inc dba NorCal Cannabis Company for the lease of the light industrial space located at 3343 Paul Davis Drive, Marina, CA 93933.

- 1. Premises: Approximately 8,550 sq. ft. of light industrial/flex space, located at 3343 Paul Davis Drive, Marina.
- 2. Lessee: Osiris Ventures, Inc dba NorCal Cannabis Company
- 3. Use: Lawfully permitted cannabis use.
- 4. Term: Five (5) Years initial term, with Two (2) Five (5) Year Options to Renew.
- 5. Commencement Date: The First day of the month following the City of Marina issuing Lessee an approved cannabis license.
- 6. Rental Rate: \$15,390 per month (\$1.80psf), Absolute NNN.
- 7. Delivery Conditions: Lessee accepts the Premises "as is".
- 8. Operating Expenses: Lessee shall be responsible for paying all expenses associated with the property, including but not limited to taxes and insurance.
- 9. Maintenance and Repair: Lessee, at their own expense, shall maintain in a working condition, all portions of the Premises, including but not limited to walls of the Building, roof and roof covering, exterior walls, concrete slab and all mechanical, plumbing and electrical systems serving the Premises
- 10. Parking: Lessee shall have exclusive use of the property's parking lot.
- 11. Signage: Lessee, at Lessee's sole cost and expense, will be allowed to provide its signage in accordance with building and City standards and be allowed to have signage on building, windows and property.

- 12. Prepaid Rent/Security Deposit: Upon execution of this Lease, Lessee shall pay for the first month's rent and a security deposit equal to One and One Half Months rent.
- 13. Financials: Lessee will provide Lessor with a financial statement and current credit report, which shall be subject to Lessor's review and approval.
- 14. Review by Legal Counsel: Execution of the final Lease Agreement has serious legal consequences and it is therefore recommended that Lessee and Lessee have their legal counsel review and approve same prior to execution.
- 15. Rental Increases: The monthly base rent shall increase annually by four percent (4%) on every 12 month anniversary of the Lease Commencement Date.
- 16. Confidentiality: Lessor and Lessee will treat this proposal as confidential until such time as a Lessor-Lessee Agreement is accepted by both parties.
- 17. Application Documents: Lessor shall provide to Lessee, prior to the City of Marina deadline for application submittal, Evidence of Neighborhood Compatibility of surrounding property owners (Page twenty of Marina City Ordinance 20-18, paragraph 1(c)i). Lessor shall also provide Lessee with the requisite City of Marina Planning Application Statement, fully executed by City of Marina and Lessor, both items of which are city requirements for an application to be deemed complete.
- 18. Addendum #1: Addendum#1, attached hereto, is incorporated herein by reference.
- 19. Guarantee: Lessee agrees to execute a personal guaranty contemporaneously with the execution of the lease.
- 20. Non Binding: The foregoing provision of this letter shall not be binding upon the parties but are merely an invitation to negotiate a lease that is subject to the above-mentioned terms, condition and business points, and shall not be deemed an offer to lease, an agreement to negotiate, a lease or any other agreement, or to confer any rights of usage or occupancy. The parties further acknowledge that the foregoing does not address all essential terms of the transaction contemplated by this letter and that such essential terms will be the subject of further negotiation. The foregoing provisions are subject to withdrawal and modification, at any time, by either party, without cause, and there shall be no legal obligation with respect thereto unless and until the parties execute and deliver a formal lease agreement designated as such. The parties acknowledge and agree that either party shall have the right to terminate any negotiation of a formal agreement for any reason or no reason and that neither party owes the other party any duty to negotiate a formal agreement.
- 21. Time is of the Essence: The terms and conditions of this Proposal shall expire and be null and void unless executed below by Lessee and Lessor prior to May 29th, 2019.

AGREED THIS DATE:

	Douglas Cortina	5/23/2019
Lessee:		Date:
Ву:	Cortina	
Address:		Phone:
Email:	да.сов	and the second s
	Fran Spectar, Attained	
	OC0E2C56B0D145E	
	MAHONEY & A	SSOCIATES

Addendum #1

3343 Paul Davis Drive, Marina, Ca. APN: 033-281-025

This Addendum shall be made	a part of the Letter of Intent, attach	ed hereto and incorporated herein by
reference, which is dated	between	as Lessor, and
	_as Lessee.	

This letter is intended to outline the Lessor's tentative procedure as it relates to entertaining offers of interest in this building.

Lessor is prepared to take under submission multiple Letters of Intent ("LOI") to lease the Property for cannabis use and will execute a Lease for the same with the Lessee who has:

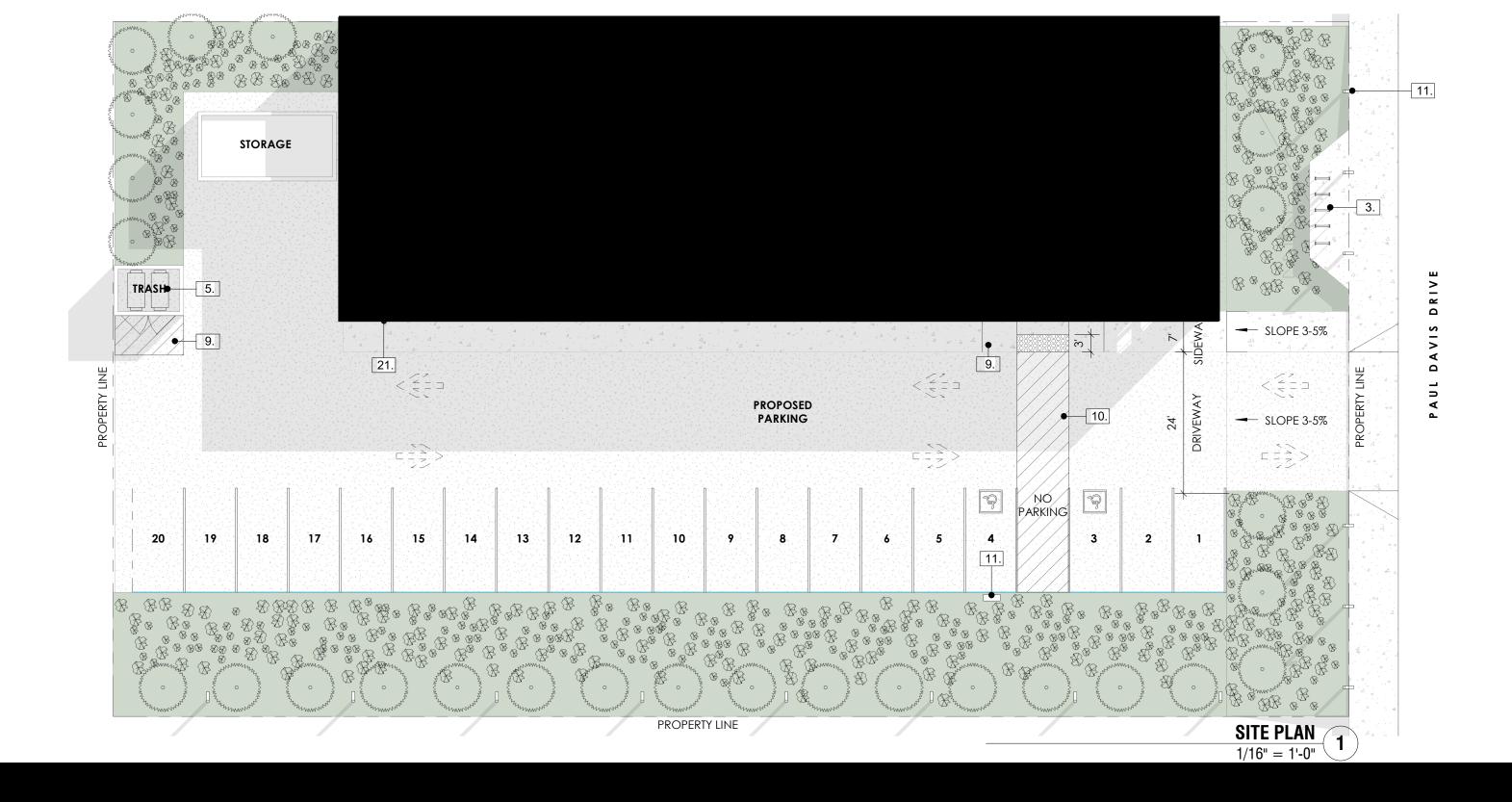
- a. Submitted a valid and complete application with the City of Marina; and
- b. Submitted a financial statement to Lessor that is approved by Lessor; and
- c. Submitted a credit report to Lessor that is approved by Lessor; and
- d. Submits a written declaration to execute a personal guarantee contemporaneously with the execution of the Lease for the Property, personally guaranteeing the their performances of the Lease; and
- e. Is awarded a permit(s) by the City of Marina; and
- f. Is awarded the highest score by the City of Marina and its consultant (HdL) of LOI's which were submitted for this property.

Upon submission and approval of the LOI and the supplemental documentation set forth in Sections (b), (c) and (d) above to Lessor, Lessor will draft a Property Owner Approval letter for submission with the prospective Lessee's application to the City of Marina. The Property Owner Approval shall indicate that:

- 1. The property owner is aware of and approves the use being proposed.
- 2. The property owner will lease the property to the cannabis related use upon approval of application and satisfaction of the six (6) conditions set forth in section (a) through (f), hereinabove.
- 3. The property owner understands that licenses for cannabis related uses are for one year and can be revoked at the City's sole discretion with or without reason.

Lessee understands that any decision to Lease the Property will be at the sole discretion of Lessor, and submission of the LOI and the application to the City of Marina creates no rights in the Lessee with respect to the Lease. In the event of a tie, if the City of Marina and/or its agents are not willing to break the tie, Lessor reserves the right to break the tie in a manner of Lessor's choosing.

Doug Cortina	na June 3, 2019	Pran Sputor Atkins	/ 5/2019
LESSEE	DATE	LE6562 6860D145E	DATE







SITE PLAN

Project number 1909

Date 6/4/2019

Drawn by Author

Checked by Checker

A101
Scale 1/16" = 1'-0"





HELEO WWW.HELEO.CO **HERB AND LEGEND** CITY OF MARINA, CA.

PROJECT ADDRESS: 3343 PAUL DAVIS DRIVE, MARINA, CALIFORNIA 93933

APN #:033-281-025



EXISTING FLOOR PLAN

Checker

Project number 1909 Date

6/4/2019 Drawn by Author

A102

| Scale 1" = 10'-0"

PROPOSED FLOOR PLAN
1" = 10'-0"

KEYNOTES

15. SEATING

21. REMOVABLE BOLLARD

35. REINFORCED WALLS



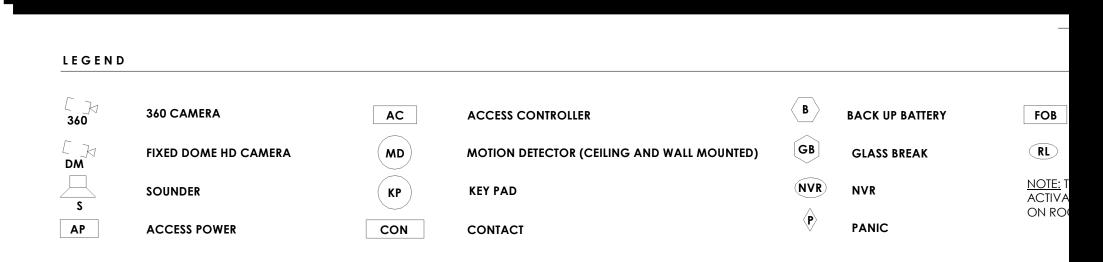


PROPOSED FLOOR PLAN

Project number Date Drawn by Checked by

1909 6/4/2019 Author Checker

A 103
Scale 1" = 10'-0"





HERB AND LEGEND CITY OF MARINA, CA.

PROJECT ADDRESS: 3343 PAUL DAVIS DRIVE, MARINA, CALIFORNIA 93933

APN #:033-281-025



SECURITY FLOOR PLAN

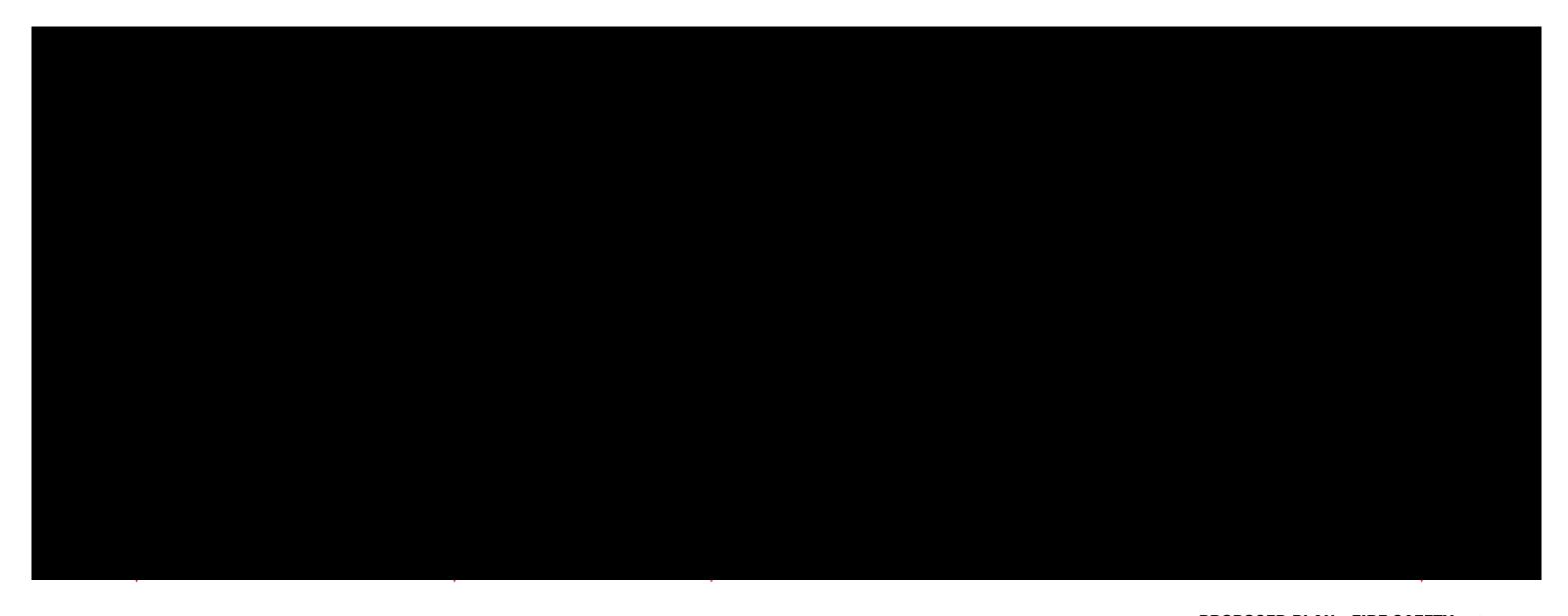
Checker

Project number
Date
Drawn by

Checked by

1909 6/4/2019 Author

A 104
Scale As indicated



PROPOSED PLAN - FIRE SAFETY 1" = 10'-0"

LEGEND



FIRE EXTINGUISHER (2A/10BC)



EXIT SIGN



FIRE SPRINKLER SYSTEM



FIRE ALARM PANEL



KNOX KEY BOX





FIRE DEPARTMENT CONNECTION (F.D.C.)



EMERGENCY EGRESS PATH

HELEO WWW.HELEO.CO

HERB AND LEGEND CITY OF MARINA, CA.

PROJECT ADDRESS: 3343 PAUL DAVIS DRIVE, MARINA, CALIFORNIA 93933

APN #:033-281-025



FIRE SAFETY PLAN

Project number 1909 Date

6/4/2019 Drawn by Author Checked by Checker A105

Scale As indicated





























BUSINESS PLAN – MARINA GBE 007, LLC, DBA, HERB & LEGEND MARINA

KEY STAFF

Marina GBE 007, LLC, DBA, Herb & Legend Marina, is owned and operated by a leadership team that has enhanced and engaged local communities throughout California by implementing and endorsing the highest standards of professionalism, integrity and quality in the medical and adult-use cannabis industry. Herb & Legend Marina (HLM) will bring a strong focus on consumer and public safety, compliance and community engagement, and outstanding quality and consistent supply of cannabis. HLM is committed to collaborating with the City of Marina to ensure all activities are compliant with local and state laws and consistent with what this application contains.

Ownership Structure & Key Staff

HLM is led by Chief Executive Officer Douglas Cortina. Mr. Cortina's team brings to the City of Marina a combined 50+ years of experience in the commercial cannabis industry and with it a unique and tested practice of hiring locally and building a business that is supportive of its community. Along with an accomplished and wide-ranging background in the regulated cannabis industry, the HLM management team brings an added layer of corporate and civic experience which includes: commercial real estate development, investment banking, regulatory compliance, executive management, technology and philanthropy.

Herb & Legend (see org chart below)

•	Douglas Cortina, CEO:	42.5-Percent
•	Jigar Patel, President/Secretary	42.5-Percent
•	Jared Katz, Director of Business Development	15-Percent
•	Alicia Darrow, Director of Operations	NA
•	Terry Blevin, Security	NA

Douglas Cortina, CEO

Cortina emerged as a cannabis industry leader early in the newly-regulated commercial cannabis industry, including in California, and secured multiple license types and various supply chain operations that support a complex management system in a heavily regulated and controlled market.

Cortina has built a team of qualified experts to manage and operate HLM, and their unique knowledge and expertise will help ensure a successful medical and adult-use cannabis retail operation. His vision and mission for HLM is to provide Marina's cannabis patients and customers with a safe, supportive and welcoming cannabis retail dispensary experience. The holistically inspired and care-centered services are designed to serve the needs of qualified medical cannabis patients, but also meet the needs of the Marina community.

HLM has an ownership structure that includes financial interest owners, as well as statutory owners. Combined, HLM owners have an unparalleled level of business acumen, cannabis industry experience, knowledge and expertise, as well as leadership

and managerial skills. They will integrate these areas of expertise to operate a successful medical and adult-use cannabis retail operation that is fully compliant with MMC §19.02. The HLM team not only possess the combination of experience and skills necessary to ensure the highest quality retail service in cannabis, but they also have the working relationships necessary to be agile in the face of changing market demands and complex regulatory requirements. The HLM team has a combined 50-plus year of experience in ownership and management of numerous retail locations and other cannabis industry operations. The owners and operators of the HLM team will come together to bring an opportunity for Marina to showcase a flagship operation, managed and led by a team already synonymous with success.

The ownership team has the required skill set, knowledge, and expertise from their combined experiences to successfully run a commercial cannabis retail shop. United by C-Suite expertise, this group of experts and licensed cannabis industry operators in multiple jurisdictions, will operate with strict program oversight by agencies, departments, local authorities, and community support efforts. HLM will create an ideal balance of expertise to efficiently operate a commercial cannabis retail shop in Marina. The individual teams are strong on their own, but united together become one powerful team, with diverse leadership, inclusive corporate culture, and an uncompromising attention to perfection. Together, these leaders will blend their experience into one, perfectly matched, highly skilled team: Herb & Legend Marina.

Douglas Cortina represents the collective vision behind the NorCal Cannabis Company and engages in the day-to-day operations that make this company what it is: a leader and an exemplary operation in California's cannabis industry. With a strong background of hands-on business and entrepreneurial experience, Cortina brings an extensive skill set in managing cannabis businesses. He has successfully led the planning, development and execution of multiple cannabis projects throughout the state of California which would eventually become the foundation to what is now the NorCal Cannabis Company, one of the most expansive and diverse vertically integrated cannabis operations in the state.

Prior to starting NorCal, Cortina worked as a successful real estate developer in San Francisco. An east coast native, his first job was with investment bank Brown Brothers Harriman in New York City. In 2010, he moved to San Francisco where he would practice real estate. By the time he made his exit from the real estate industry, he had become a property developer with over \$50 million worth of project value.

Cortina eventually landed in the cannabis industry, using his business acumen to found seven cannabis businesses in compliance with state and local jurisdictions throughout California. Since 2015, Cortina and the NorCal Cannabis Company have raised over \$50 million in capital. Of that total, \$27.4 million was a Series A raise, and the NorCal Cannabis Company plans to continue to raise capital and continue its efforts towards vertical integration and efficiency.

Cortina plans on continuing to run the business in an effective and sustainable fashion for years to come, as the NorCal Cannabis Company grows and acquires more licenses and capabilities.

Mr. Cortina will serve as the Chief Executive Officer and in partnership with the Advisory Board, will be responsible for the ongoing success of HLM. Together, the Board and the CEO inform and assure all stakeholders of the ongoing success of the organization's mission and vision. As HLM's CEO, Cortina will be responsible for the day-to-day oversight and accountability, to include but not limited by, the following areas:

Legal Compliance

- Ensure all legal and regulatory documents have been promptly and accurately filed.
- Monitor the compliance with all municipality, city, and state laws, rules, and regulations.

Mission, policy and planning

- Align with the Advisory Board HLM's values, vision, mission, and goals
- Ensure community commitments, engagement & responsibilities are upheld
- Inform the Board and all relevant stakeholders of important factors
- Oversee the development, implementation, and enforcement of all SOPs Management and Administration
 - Oversee the management of all day-to-day operations
 - Ensure an effective quality assurance program
 - Ensure the diversity and inclusion goals are readily met

Governance

- Work with the Board to define member advisory role, and facilitate Board meetings
- Ensure all requests made by the Board are responded to in a timely manner
- Maintain the viability of the Board by ensuring effective management

Financial

- Oversee fiscal activities, budgeting, reporting, and audits.
- Work with CFO to ensure support for short- and long-term financial goals
- Oversee effective fund development programs
- Assist the Board with development of any fundraising plans, policies and procedures

Community Relations

- Ensure positive community relationships
- Act as an advocate within the public and private sectors for issues relevant to Herb & Legend
- Serve as chief spokesperson for Herb & Legend Marina

Work with local and state officials, regulatory agencies, and legislators as needed

Jigar Patel, President/Secretary

Jigar Patel has been a leader in the California cannabis industry for almost 20 years. He is the founder of four state and locally compliant cannabis businesses, playing pivotal roles in real estate sourcing, entitlement, funding, design, build and operations. Mr. Patel is an industry leader, with his regulatory compliance efforts spanning the greater Bay Area. His depth of California cannabis industry knowledge in a compliant marketplace is one of the essential and steady ingredients in NorCal's success and growth.

As President of the NorCal Cannabis Company, Patel leads a team of 200+ employees and is in the process establishing high level relationships and partnerships with fellow industry stakeholders of all kinds. Patel is also responsible for certain financial functions such as fundraising, mergers and acquisitions, and sales strategies.

Patel's experience in the wine and spirits industry transcends industry boundaries and he has developed knowledge and skills that help him in his cannabis ventures. At Jigar Wines, he oversaw vineyard operations including planting, fertilization and pesticide application schedules, harvest, vintage selection, marketing, and sales. These processes are somewhat different in the cannabis space, but the overall agricultural experience is unmatched. From a business, agricultural, and operations standpoint, Patel is an invaluable and irreplaceable team leader.

Jared Katz, Director of Business Development

Between his educational background, diverse work experience, and excellent skillset in project management, Jared Katz is a powerhouse as a Director of Business Development. Jared received a Bachelor of Arts in Global Business Management, only to follow it up with a Masters of Arts, Economics, and International Law from the Johns Hopkins University School for Advanced International Studies (SAIS) one of the most prestigious programs of its kind. Mr. Katz's educational background has helped him maintain a global approach to every issue he faces regardless of its nature.

Jared began to hone his project management skills as a Project Development Intern at the United Nations in the Regional Bureau for Asia evaluating a World Food Programme fortified food production plan in East Timor and attempting to strengthen its productivity and output. He also conducted feasibility assessments on the sourcing of ingredients and processing capacity for the production of emergency foods and recommended locations for new processing centers in Asia. Not many professionals in the cannabis industry have held positions with such humanitarian roots.

Jared then became Head of Base with Action Against Hunger had him managing a team of 80 national staff and 3 expatriates in implementing a USAID budget of \$2 million for emergency response programs in Warrap State. As proof of his commitment to compliance, he Ensured adherence to procedures while implementing programs that annually treated over 2,500 cases of malnutrition, opened 65 water points, and benefited 2,600 households through livelihood programs. Further developing his project management and communication skills, Jared managed and trained 12 staff in

instituting procurement, logistics, and communications systems for ACF's Juba office in support of the three field bases.

After a year with AECOM International development coordinating property construction programs in volatile South Sudan, he would move on to manage another USAID project for the Danish Refugee Council. In this role, Mr. Katz would recruit and train 42 enumerators in 13 countries across Africa and Eurasia to conduct interviews with transiting migrants and refugees as well as conduct quantitative data analysis to produce interactive info graphics with GIS mapping tools in order to allow a variety of stakeholders to access relevant data.

In 2016, Jared would bring his mapping and civic interfacing skills to Katz Kirkpatrick Properties LLC where he prepared GIS mapping databases based on commercial needs, trade area demographics and economic market analysis in support of various locations or spaces available to purchase, lease, or sell. He also interfaced with public and government agencies, staff, and representatives to further manage projects. He would also negotiate lease and purchase agreements along with hiring the necessary consultants for relevant studies and surveys.

These professional experiences have given Jared Katz all of the tools to be an extremely effective Director of Business Development for the Golden Bear ownership team. Mr. Katz is a well-traveled professional who upholds the highest standard of integrity, social justice, and access to basic needs for all. He plans to translate this approach into the cannabis industry and ensure that all policies and procedures are being followed while enriching the lives of his employees and consumers alike.

Alicia Darrow, Director of Operations

Alicia Darrow has worked in the cannabis industry for over 15 years and is a pioneer of the commercial cannabis market in California. She has been a key player in establishing and operating five dispensaries, and is currently involved with the startup of additional retail entities. While operating these retail facilities, she has had experience in internal accounting and auditing as well as loss prevention and inventory control. She has participated in staff hiring, termination, ongoing discipline, scheduling, payroll and training, and human resources. Using the implementation of point of sale (POS) design, she monitors the accounts payable and accounts receivable and provides financial reporting and budget creation/adherence.

Darrow is a performance-driven chief operations manager with extensive experience in supporting high-level executives while providing flawless implementation. She possesses unrivaled organizational, communication, analytical, and problem-solving skills. She has the ability to work with people at all levels of the organization and will serve as the Inventory Control Manager, responsible for ensuring that physical and electronic inventory counts are always aligned and for conducting inventory audits. Darrow will oversee the inventory process and will be responsible for training the Assistant Manager on inventory control procedures and practices, including product auditing, inventory quality assurance, and inventory reconciliation.

Starting in 2003, Darrow was the Chief Operations Manager at The Green Door, CCPC, Inc. in San Francisco, California which is one of the longest operating dispensaries in the state. She has been the Director of Retail at Blum, Terra Tech Corp in Oakland, California since 2012. In 2011-2012 she worked as a Bookkeeper, Loss Prevention, and Operations Manager at The Green Door in San Diego and Sacramento, California. Since 2015 she has worked as a Partner, Bookkeeper, Loss Prevention, and Chief Operations Manager for Green Door Metro in Sacramento, California and Platinum Standard LLC in San Francisco, California. In 2015 she also opened up her own edible company called Half-Caked Edibles in Oakland California.

Darrow is currently responsible for financial advising and internal accounting using an inventory control system. She has effectively run office operations while supervising, coaching, and training employees. She has established and maintained Human Resource-related employee files reflecting salary increases, deductions, garnishments; benefits; payroll exceptions and W-2 withholdings, exercising a high level of confidentiality. She conducts weekly inventory audits and prepares inventory reports to all upper management while consistently updating new products on the company website.

Alicia Darrow will serve as the Director of Operations for HLM and will be responsible for overseeing the organization's operations, policies, and procedures. Darrow will be responsible for the efficient, safe, and compliant daily operations at HLM. As the Director of Operations, Darrow will be accountable for the oversight and management of the following day-to-day operations and activities:

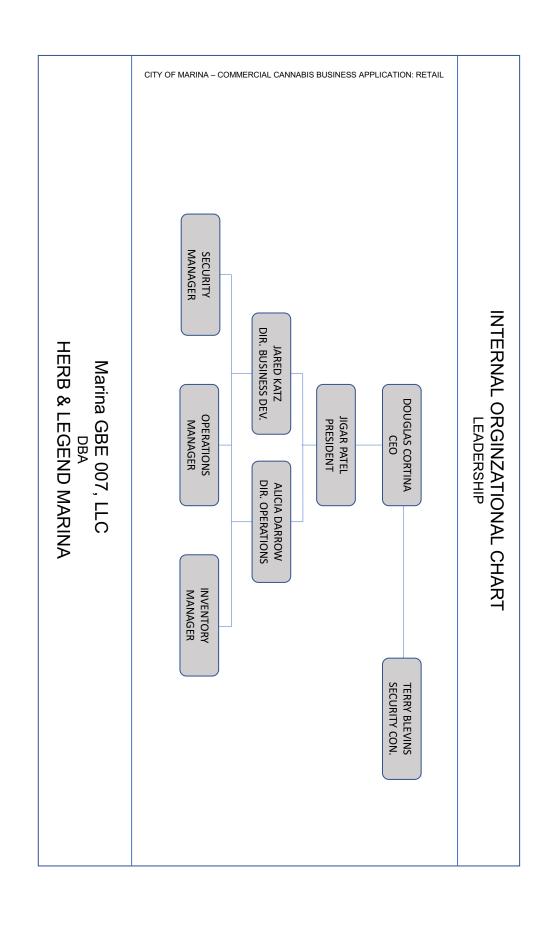
- Operational Management
 - o Implement the business strategies
 - o Measure performance and ensure milestones are met
 - Oversee the administration and retail operations team
 - Manage relationships with vendors, community members, and local officials
 - Report directly to the Board and the CEO security, compliance, and HR issues
 - Ensure all SOPs remain regulatory compliant, are updated promptly with any regulatory update, and strengthened as needed as a result of audit results or a confirmed security breach or safety hazard
- Oversee the technology to ensure proper storage and backup of data, sales, track-and-trace, and customer information

Directly oversee HLM's CCO, CHRO, Community Engagement Plan, Government Affairs, and the Security Consultant, and all Department Directors

CITY OF MARINA - COMMERCIAL CANNABIS BUSINESS APPLICATION: RETAIL

Terry Blevins, Security Consultant and Advisory Board Member
As Security Consultant, Mr. Blevins is committed to ensuring the Security Plan
consistently meets or exceeds state and local laws, rules, and regulatory compliance,
as well as any federal OSH Act compliance related to security and safety, whenever
applicable. These responsibilities and duties include the creation and oversight of
security department and all security personnel, HLM personnel security trainings,
and the following:

- Creation of a comprehensive Security Plan
- Consistent audit of all security and backup security systems
- Emergency systems and response plans
- Lockout/Tagout SOPs
- Confined space evacuation protocols
- Smart systems and IoT integration of Security Plan with physical site
- Restricted access area designs and implementation
- Digital security and backup systems
- Real-time visibility of all activity at facility and all immediate surroundings
- Security personnel management
- HLM security trainings
- Active shooter plan



OPERATIONS PLAN (MMC 19.02.030)

Herb & Legend Marina (HLM) has prepared the following operational plan and summary of standard operating procedures to ensure that the proposed combined medical and adult-use dispensary concept will operate consistent with state law and the provisions of the MMC, including but not limited to controls to ensure medical or adult-use cannabis will be dispensed only to qualified patients or adults, and primary caregivers. HLM shall comply with Health and Safety Code Sections 11362. 7 et seq. and any other state laws that may be adopted concerning Medical or Adult Cannabis, California's Medical Marijuana Regulation and Safety Act, the Adult Use of Marijuana Act, the Attorney General's Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, and any other applicable City laws or regulations, and shall pay all applicable state or local taxes. HLM shall also comply with the operating standards set forth in MMC 19.02.

Douglas Cortina and his experienced and dedicated team of highly qualified cannabis experts, along with the Golden Bear Equity team, will be merging into Herb & Legend Marina, a richly textured and strongly viable care-centered cannabis retail business. Upon receiving a license to open an HLM dispensary in the City of Marina, the harmonization of these two exceptionally experienced and successful teams will provide the Marina City Manager, local law enforcement, and neighborhoods with confidence in ensuring a respectful, secure and safe dispensary in their community. With HLM's commitment to community service and charitable giving, the team looks forward to being a positive contributor and engaged member of the city. Individuals comprising of the ownership team will participate in the day-to-day operations of both the medical and adult-use dispensaries.

HLM's experienced management team will oversee all day-to-day operations and integrate best management practices in all written standard operating procedures, training guides, and employee manuals. Employees will undergo quarterly and annual performance reviews that have clearly define metrics for success and will be evaluated on their ability to uphold company policies and procedures with respect to their job title. HLM will co-locate a medical and an adult-use dispensary and non-storefront retail (delivery) operations and will maintain clear operational guidelines for the operation of each so as to ensure full compliance with state and local law and maintain the long-term operational success of the company. Employees will undergo mandatory training and testing on these operational procedures before they will be allowed to participate in day-to-day operations.

Hours of Operation

Medical and Adult Dispensary

Monday – Saturday:

Sunday

Delivery

Monday – Saturday:

OPERATIONS OVERVIEW

Medical Dispensary Day-to-Day Operations

In compliance with MMC 19.02.030, HLM's medical dispensary operation will consist only of Members. HLM will only obtain Medical Cannabis from, and supply Medical Cannabis to, their Members. HLM will not admit any person as a Member without first verifying her or his status as a qualified patient or primary caregiver as defined by state law, and shall immediately cancel the membership of any person who diverts Medical Cannabis for non-medical use or in any minor not permitted by MMC 19.02 or State law. Physicians' recommendations shall be verified prior to granting membership and at least every twelve (12) months thereafter, and a physical or digital record shall be kept of such verification. No Medical Cannabis will be dispensed except to a Member and pursuant to a recommendation that is no more than twelve (12) months old, unless the recommendation expressly states that it has a longer term or does not expire.

Dispensing

As per MMC § 19.02, HLM's Medical Dispensary shall not dispense to any person who is not a Member and shall not dispense without first verifying membership. HLM shall not provide more Medical Cannabis to an Individual than is necessary for that person's personal medical use. HLM shall not distribute free samples for promotional purposes outside of the Dispensary premises. HLM shall not dispense Medical Marijuana from more than one (1) location in the City of Marina. HLM's proposed medical dispensary will be co-located with an Adult-use dispensary under the same ownership structure.

Employees, Volunteers, Members

As per MMC § 19.02.050, all employees and volunteers of the medical dispensary shall be Members who are at least 21 years of age. HLM shall not admit any person under 18 years of age to membership without written authorization of a parent or legal guardian. A parent or legal guardian shall accompany any Member under 18 years of age at all times that such person is at the Dispensary.

Adult Dispensary Day-to-Day Operations

In compliance with MMCC 19.02.030, HLM's adult-use dispensary operation will comply with all aspects of the Adult Use of Marijuana Act and will receive a license from the State prior to start of operations, and shall maintain license throughout operations.

Dispensing

As per MMC § 19.02.060 HLM shall comply with all state law and shall comply with the following conditions:

- shall not dispense to any person who is not 21 years of age or older
- shall not distribute free samples for promotional purposes outside of the Dispensary premises

- shall not dispense Adult Marijuana from more than one (1) location in the City of Marina, however, subject to State requirements, is proposing to co-locate with a medical dispensary
- shall hold a valid and current Use Permit from the City of Marina pursuant section MMC 19.08.010 (d).

Medical and Adult Co-located Dispensary Day-to-Day Operations
HLM will co-locate medical and adult dispensary operations and will maintain clear operational guidelines for the operation of each to ensure full compliance with state and local law. Employees will be trained on the interaction of the two and what their roles and responsibilities are in upholding company policies and procedures.

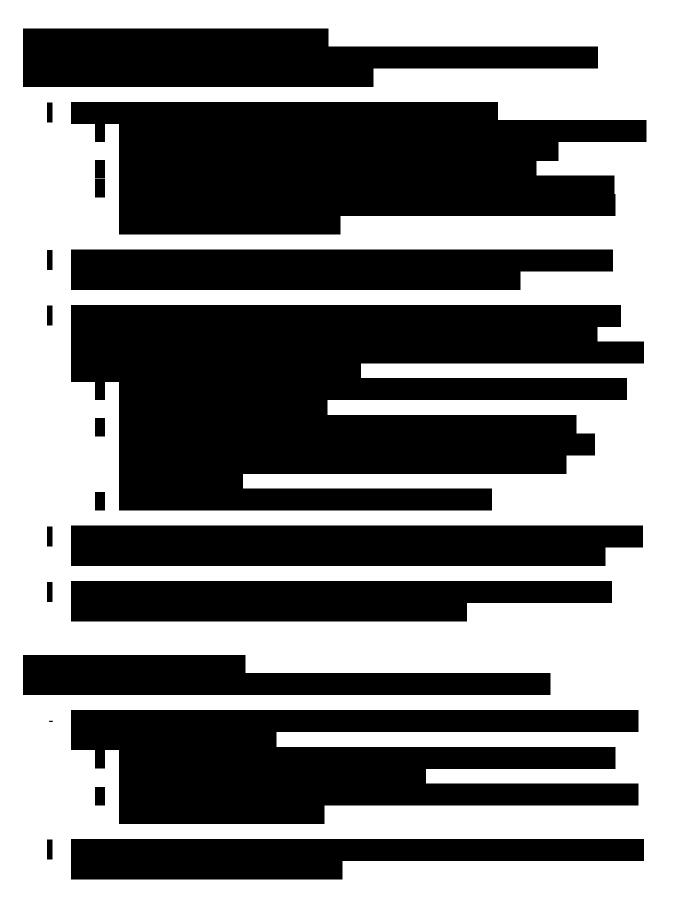
Signage

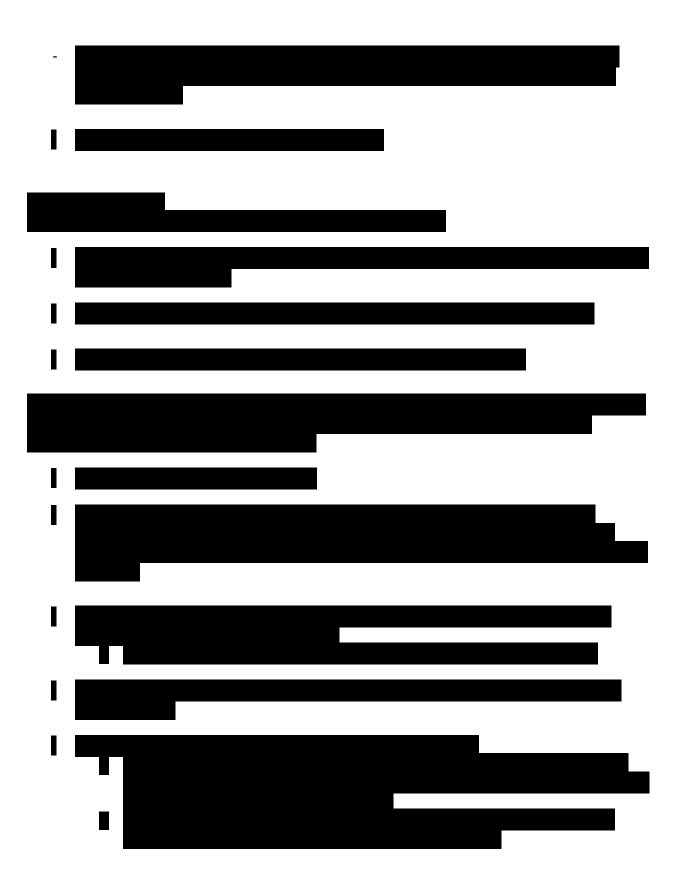
As per MMC § 19.02.080 HLM shall post at the entrance to the Dispensary the required text, which shall be of sufficient size to be easily read from five feet, that includes the following language:

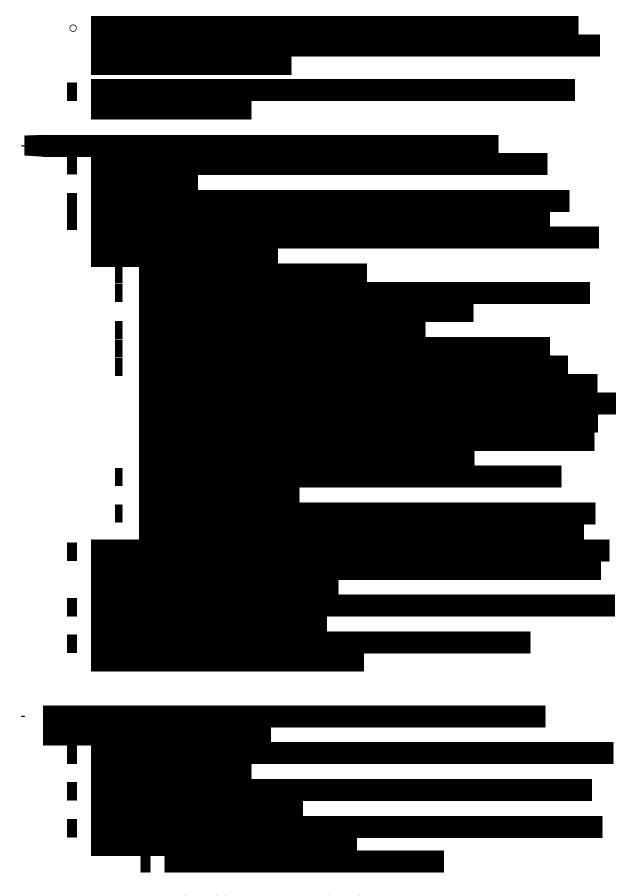
- FOR MEDICAL: This Dispensary only provides medical cannabis to Us members, who must have legally recognized California Medical Cannabis Identification Cards or a verifiable, written recommendation from a physician for medical cannabis
- FOR ADULT: This Dispensary only provides cannabis to adults who 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

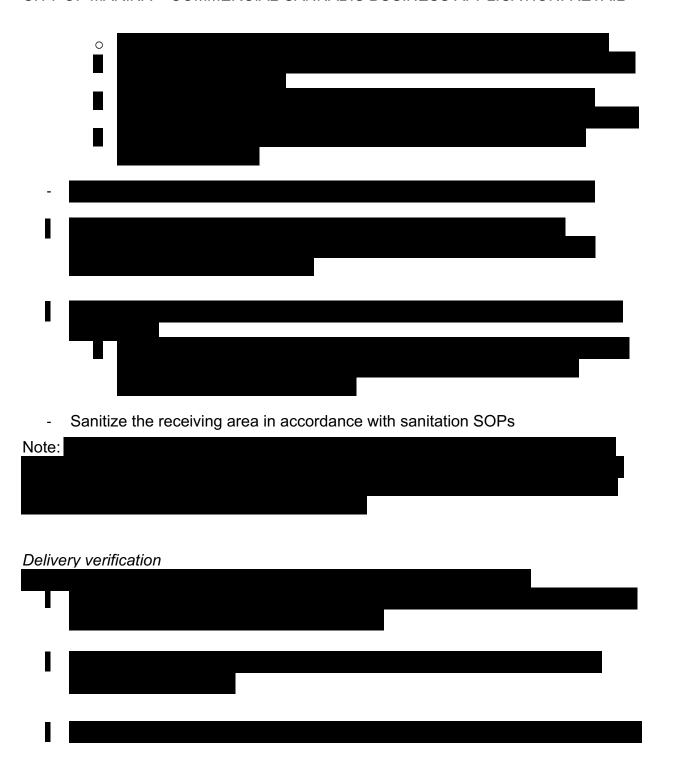
A sign shall be posted in a conspicuous location inside the structure at the location advising:

- FOR MEDICAL: This 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
- FOR ADULT: This Dispensary is registered in accordance with the laws of the City of Marina. The sale of marijuana and the diversion of marijuana to persons 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 property. Signage for the dispensary shall comply with Marina Municipal Code 17.40

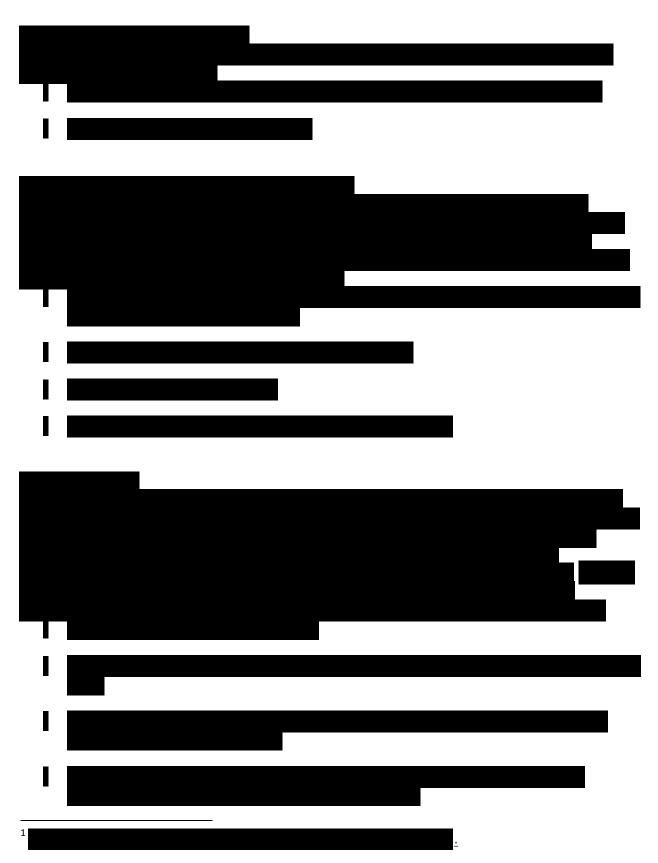




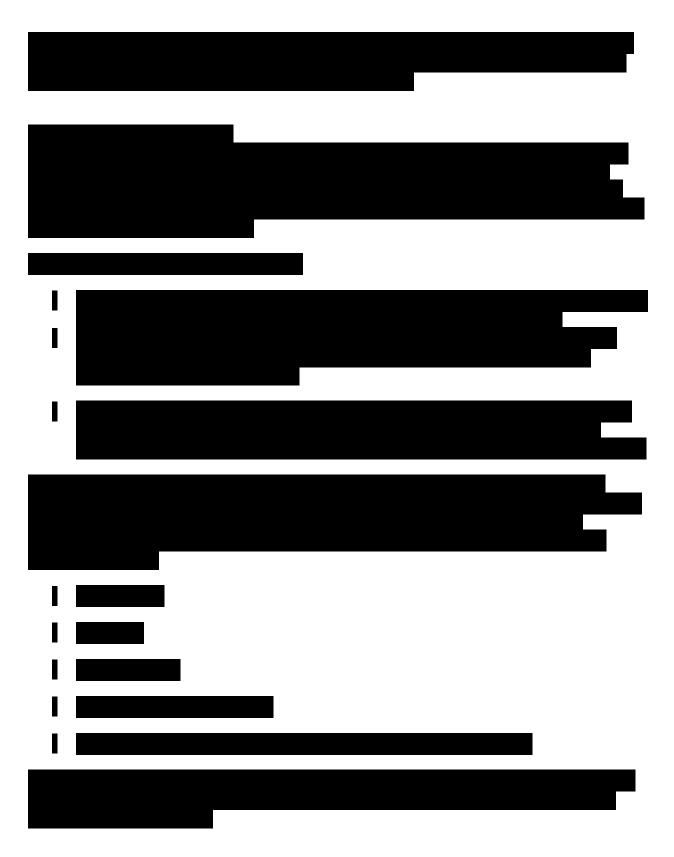


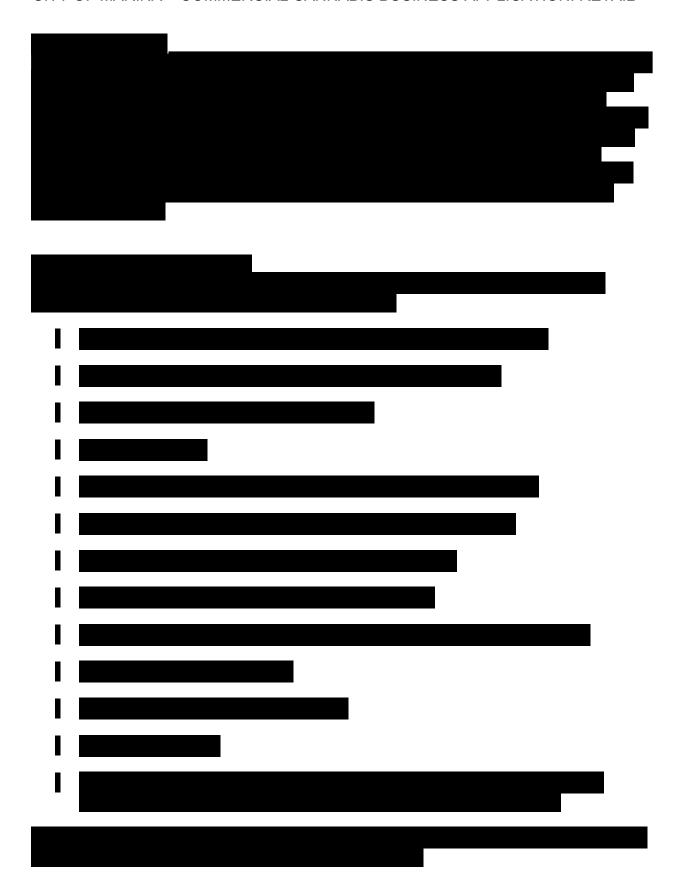


Responding to Delivery Issues While inspecting a delivery, the Inventory Manager may refuse all or part of a shipment











Records Software

Introduction

HLM will develop and implement stringent policies and procedures to ensure compliance with all applicable regulations, industry best practices, and exceptional customer service standards. The CCO will select Records Software that meets all the electronic recordkeeping requirements set forth in MMC § 19.02 as well as applicable state regulations and the state track-and-trace system, Metrc.

Electronic Tracking

HLM shall maintain an account with the track-and-trace system purveyor to record all commercial cannabis activity. Per BCC § 5048, HLM shall keep a record, independent of the track and trace system, of all compliance notifications received from the track and trace system, and how and when compliance was achieved. HLM will ensure that the track-and-trace system backs up all electronic records nightly to ensure comprehensive record maintenance for the purposes of auditing and regulatory compliance. All recordkeeping shall be monitored and overseen by the CCO. Per state and local regulation, HLM will make electronic records available to regulators, or State or local law enforcement immediately upon request.

In addition, per MMC § 19.02 a point-of-sale or management inventory tracking system to track and report on all aspects of the business, including, but not limited to, cannabis tracking, inventory data, gross sales (by weight and by sale), customer daily limits, and other information deemed necessary by the City of Marina. All information will be electronically stored in a manner that is compatible with the City of Marina's record-keeping systems. In addition, it will have the capacity to produce historical transactional data. The system selected shall be approved and authorized by the City Manager prior to implementing its use.

Record of Sales

HLM will maintain detailed records of each sale made to a customer. Sales records and invoices will contain, at minimum, the following information: the first name and employee number of the retail employee who processed the sale, the first name and

assigned number identifying the customer, the date and time of the transaction, a list of the cannabis goods purchased and the quantity of each, the cost of each individual item, the total sale amount, and the amount of taxes paid.

Records Storage and Retention

HLM will ensure that all facility records are stored safely and maintained appropriately. Per BCC § 5037(a)(1-9), HLM shall maintain the following records for no less than 7 years:

- All financial records required by the California Department of Tax and Fee Administration under title 18, California Code of Regulations, §§ 1698 and 4901, including but not limited to bank statements, sales invoice receipts, and tax records
- Personnel & training files
- Contracts with other licensees
- -
- Permits, licenses, and local authorizations
- Security records, except surveillance recordings, maintained pursuant to BCC § 5044
- Waste management records documenting any destruction of cannabis goods
- Documentation of the data entered in the track-and-trace system
- Any other documentation generated by HLM's commercial activities, including, at minimum, transport & delivery manifests, lab reports, inventory records, internal audits.

HLM will make records available in print or digital form, whichever is preferred, immediately upon request by the Bureau of Cannabis Control, the City of Marina, and/or law enforcement.

Owner/Operator Register

Per MMC § 19.02 CCO shall maintain a current register of the names and the contact information (including the name, address, and telephone number) of anyone owning or holding an interest in the commercial cannabis business, and separately of all the officers, managers, employees, agents and volunteers currently employed or otherwise engaged by the commercial cannabis business.

Tax Records

Per MMC § 19.02, HLM shall keep all records as may be necessary to determine the amount of tax due and shall preserve the records for, at minimum, 7 years. These records shall be kept in the mode and method of recordkeeping required to assist the tax collector to perform their duties, as determined by the CFO. The records shall be made available for inspection, upon request by the administrator, at any time. In addition, HLM shall make available any additional records or other documents or information, should a regulatory compliance review and financial audit be required, as determined by the CFO.

Track-and-Trace

The State of California has identified Metrc as the track-and-trace system meeting all the state and local requirements; Metrc will be installed prior to commencement of any commercial cannabis activities, per BCC Article 6 and MMC § 19.02. All cannabis activities recorded in the track-and-trace system will meet state regulations. Employees will be trained to properly and promptly enter complete and accurate data, by HLM's CCO and Director of Operations.

Regulatory Compliance

The point-of-sale and electronic recordkeeping system selected shall be approved and authorized by the City Manager prior to installation, and is compatible with MMC § 19.02 and BCC Article 6, Director of Operations shall assign a track-and-trace account manager, in consultation with CCO. The track-and-trace account manager shall create and maintain an active and functional account prior to engaging in any commercial cannabis activity. The track-and-trace account manager shall oversee and audit any data entered into the system. The track-and-trace account manager will also be responsible for setting up employee user accounts, based on job description and tasks; limited access will be granted to relevant staff by Terry Blevins, Security Consultant. Compliance notifications will be monitored and reconciled by the account manager, with records of all notifications and resolutions kept as required by BCC § 5049.

Non-Diversion

HLM shall take all practicable steps necessary to prevent and deter diversion of Medical Cannabis to non-Members. HLM shall implement a number of safety and security measures in order to ensure the successful limited access to Medical Cannabis, Medical Cannabis Products and Edibles to authorized personnel only, and shall maintain an inventory management system that accounts for all Medical Cannabis, Medical Cannabis Products and Edibles.

Staff Training

The account manager, as per BCC training § 5048, will attend and successfully complete all training for the system chosen and attend all including continuing education, orientation, and compliance regarding the system. The account manager will train all employees and assign users a unique login identification and password. At no time, will staff be able to share or use another person's login identification or password. A detailed up-to-date list of employees and usernames issued will be kept. Staff will be trained to use the system while ensuring data is accurate.

Reporting

All paper, as per §5048 of the Code, documents such as manifests, inventory logs, invoices, and sales receipts will be archived and stored for state and local agencies viewing, if necessary. Activities depicted in state and local regulations will always be followed. Notification will be made for any connectivity loss of the system. At least once every 30 days inventory reconciliation will occur.

State Testing Requirements

HLM will contract with State-licensed distributor(s) for all cannabis goods to be sold at the facility, per California Bus. & Prof. Code §§ 26013, 26001, and 26053. All licensed distributors engaged by HLM shall follow all regulations for testing products, and HLM's staff will ensure that all products are packaged and labeled according to the testing laboratory's certificate of analysis (COA) per BCC § 5300, et.seq. HLM's contracted distributor(s) shall be responsible for failed batches and remediation of failed batches. HLM will only accept remedied products that have met the quality assurance requirements and corrective action plan(s) per BCC §5727 and related regulatory requirements. All cannabis products displayed for purchase, stored in inventory, and retained on the premises shall meet all State-mandated testing requirements. CCO shall be responsible for oversight of testing compliance.

Regulatory Compliance

Per BCC § 5049, HLM shall ensure that all lab test results are entered in track-and-trace system. When HLM places a product order, the distributor will issue an invoice/shipping manifest that identifies the ordered products with their testing results, allowing HLM's inventory manager to pre-check batch numbers and test results prior to shipment arrival. Upon arrival, the HLM manager receiving the products will ensure that all products delivered match the invoice/shipping manifest; are accompanied by a COA that includes cannabinoid and terpenoid contents, Total THC, and/or Total CBD; and are labeled with the batch numbers and testing results referenced on the COA. HLM's receiving manager will accept the product shipment only after verifying all products, batch numbers, and testing results. Immediately following acceptance of the shipment, HLM's receiving manager will enter information for all products, with testing results and batch numbers, into the track-and-trace system, and will archive hard copy invoices,

COAs, and signed manifests for accepted shipments with other daily hard copy reports, to be made available for review by regulatory agencies.

Staff Training

HLM's inventory manager will be trained in the International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) testing processes and requirements. HLM will maintain a list of all ISO/IEC 17025, 17034, and 17043 qualified lab testing facilities, updated regularly to include only those labs that qualify for competency and proficiency in testing procedures as defined by the State. HLM's inventory manager will ensure that any distributor contracted for product purchasing uses lab testing facilities that satisfy the state's requirements and are accredited by ISO/IEC. HLM's inventory process training will include first-in, first-out methodology, inventory reporting, and data entry processes for the track-and-trace system.

HLM's training for managers and staff will also include but will not be limited to:

- Where testing results are located on all products
- State limitations on compounds found in cannabis products
- Updates as limitations are amended or newly defined by the state
- Process for reporting any product in inventory that is not properly labeled with testing results.

HLM has outlined a comprehensive training program on product testing requirements to ensure that all staff involved in receiving products, inventory control, and product sales are educated on testing requirements. In particular, HLM will provide extensive training on the track-and-trace system to ensure that personnel enter all testing results into the system with every product received and held on-site.

Reporting

In the event that HLM personnel discovers a batch that does not meet State testing requirements the CCO will immediately contact the source distributor(s) and process a return for the entire batch. HLM personnel will remedy any errors found during an audit in the same manner, and report all relevant incidents to City and State officials.

Employee Training

HLM will create an environment that contributes to the health and well-being of its customers and staff alike. Critical to that intent is the cultivation of well- informed staff who will be properly trained and educated on cannabis retail dispensary operating procedures. As described in this plan, all employees shall have access to initial and

ongoing training; third-party training programs; opportunities to seek additional training outside mandatory programs; and educational resources. This program is designed to develop the knowledge and expertise of employees over time.





Employee Safety Education

HLM shall provide all incoming staff with Employee Safety Training, which will also be reinforced by the Americans for Safe Access (ASA) Patient-Focused Certification (PFC), developed in partnership with industry leaders and regulators. The industryspecific safety training will include all aspects of safety and security, including issues associated with working with seriously ill populations, navigating law enforcement encounters, and working closely with security professionals to protect against diversion, robbery, and/or burglary. Policies shall be implemented to protect personnel in all operations and to provide personnel with adequate safety training to comply with these policies. Drawing on CEO Douglas Cortina and Director of Operations Alicia Morrow's extensive experience in retail and food service, such policies and concurrent trainings will be similar to those provided in comparable industries, such as food processing and/or pharmaceuticals, and will include: personnel accident reporting and investigation policies; first aid procedures, including Narcan training; raid preparedness; fire prevention and response plans; flood and earthquake response plans; materials handling and hazard communications policies, including maintenance of safety data sheets (SDS); and personal protective equipment policies. All staff will be encouraged to gain CPR certification and train in the use of on-site defibrillator. All staff will participate in drills, including medical emergencies and scenarios requiring evacuation. Trainings will be offered regularly, with continuing education a condition of employment. Training shall ensure standards of the federal Occupational Safety and Health Administration and all applicable state and local worker safety requirements are met. In addition, per BCC § 5002(c)(35), HLM will send 1 supervisor and 1 employee to attend a Cal-OSHA 30-hour general industry outreach course provided by an authorized OSHA training facility, within 1 year of obtaining a cannabis permit.

Recordkeeping

HLM will record employee confirmation(s) of training attendance, including that the employee understands and will follow the policies presented, in employee files. HLM will keep employee records, including full name, address, phone number, and all training information, up-to-date and available for any regulatory agency to review. Per BCC § 5037(a)(3), training records including, but not limited to, the content of the training provided and the names of the employees that received the training. HLM will provide direct access to employee information and all training specific to the employee to any regulatory agency upon request.

Continuous Compliance

HLM will amend all training described above to include regulatory changes, requirements, and protocol remediation, and will make any changes related to training available upon request. Any and all substantive changes will result in immediate policies and procedures changes, and concurrent training sessions in order to ensure staff is adequately notified of changes.

Patient-Focused Certification

The Americans for Safe Access (ASA) Patient-Focused Certification (PFC) program teaches high quality standards for all elements of the cannabis supply chain. The State of California has adopted the PFC program as required training, and the program is also widely recognized in other jurisdictions for its commitment to patient safety. The PFC program is grounded in the highest standards of consistency as established by the American Herbal Products Association (AHPA) and the American Herbal Pharmacopoeia (AHP) cannabis monograph. The AHPA and AHP are recognized in the legislation and regulations of multiple states. The PFC program commits to:

- Bringing operation and product standards to the medical cannabis industry
- Educating medical cannabis providers in the areas of law, regulation, and best practices
- Providing regulators with attainable standards for medical cannabis businesses
- Verifying highest standards of quality and safety for consumers
- Developing a professional workforce The curriculum consists of the following components:
 - Cannabis as Medicine;
 - Cannabis Business Operations:
 - Understanding Cannabis Law;
 - State and Local Legal Compliance; and
 - Distribution Operations.

Other institutions that The Applicant will evaluate and consider for training purposes include: Northeast Institute of Cannabis, Clover Leaf, THC University, and the Cannabis Hemp Academy. These organizations offer cannabis certification courses and provide in-depth training on valuable topics such as:

- Dispensary policies and procedures, including patient care
- Medical cannabis treatment for specific medical conditions
- The endocannabinoid system
- Terpenes and cannabinoids

- Cannabis-based medicine; and Quality control

Customer Education

HLM will educate consumers regarding health effects, safe and responsible consumption, absorption times, age restrictions, purchase limits, driving under the influence of cannabis, spoiled product, and product information, including product potency, effects, and varieties. In order to provide staff with proper training, Director of Operations will work with Chief Compliance Officer to develop and implement ongoing staff training regarding customer education.

HLM staff will provide customers with insight into cannabinoids and terpenes and their effects, as well as information on the production practices specific to each product. HLM will also be sure to help customers understand the possible interactions cannabis may have with their medications, and inform medical patients about the possible impacts and effects on various medical conditions, to ensure that patients are able to make informed and safe purchases. All employees will obtain Patient-Focused Certification (PFC) through Americans for Safe Access (ASA), as detailed below, will be familiar with available products, and will support all customers with this knowledge.

HLM will provide all customers with the following educational resources:

- In-person consultations with trained employees
- Periodic educational events
- Printed material (fact sheets, brochures, scientific studies, reports), including resources from ASA and California Department of Public Health, as appropriate and available
- Digital resources, via HLM's website and blog

Customer Education Protocols

Employees will be trained in the art of discerning the level of service that will provide the best experience for the customer, whether the customer's focus is on the desired experience, the science of the endocannabinoid system, environmental sustainability or minority ownership, or simply price point. In all cases, employees will provide a nuanced perspective to ensure that customers understand the potency, absorption time, and effects of the products they choose. HLM's philosophy engenders responsible consumption, and customer education will be rooted in that philosophy. As part of their mandatory training, all customer-facing employees will be trained to disseminate an extensive knowledge base of cannabis-related information, including on the following topics:

 Variety of Products: Employees will become familiar with the production practices specific to each product offered, including its source, unique qualities, typical effects, absorption time, and best method of administration, including techniques to maintain consistent and responsible dosage. HLM will ensure that employees are familiar with all products offered at the facility, including flower, oils, edibles, and tinctures. HLM will train employees on product effects, absorption times, best methods of use, and the source and techniques used to make products. HLM's customer-facing employees will be trained in all aspects of products offered and will be able to provide some clarity about the distinctions between and among various products

- Potency and Effects: All dispensary employees will be trained to gauge a customer's tolerance based on prior history of cannabis use and will be advised to tell new users to "start low and slow"—an industry adage used to encourage patients to start with a low dosage and slowly increase intake for maximum efficacy and minimal risk of negative experiences, promoting responsible use. Employees will also provide guidance on self-titration, the process by which patients experiment with and document dosages and effects to determine the best dosage and product for their personal physiologies. HLM will make user testimonials on the effects of products available to both employees and customers via HLM's website and blog. HLM will also make scientific studies and other reports on product effects available via website and in print form as a resource for customers and employees. HLM's staff will ensure that its customers are focused on responsible consumption
- Absorption Times: HLM staff will be educated on, and discuss with customers, the absorption times for compounds contained in available products during customer consultations and at the time of purchase. Product labels will also display the contents of compounds such as cannabinoids, terpenes, tetrahydrocannabinol, or other active agents per BCC § 5307, et al.
- Health Concerns/Age Restrictions/Safe Consumption: HLM staff will inform customers of all health concerns associated with smoking, vaping, and consuming cannabis products and known effects of various products. HLM staff will make this information available during personal consultations, in printed material, and through digital resources. In addition, signs will state that health risks are associated with consuming cannabis during pregnancy. HLM staff will explain restrictions on legal age requirements to all customers, including to those patients who are between the ages of 18 and 21, with a qualifying medical condition, per MMC § 19.02. HLM's instruction on safe consumption will include the potency levels of various compounds in a product and how fast the absorption from these compounds can take effect based on product type, cannabis delivery method, metabolism, and other customers' experiences
- Driving Under the Influence: HLM will educate customers regarding the State's
 prohibition against driving under the influence of cannabis, outlined in California's
 Motor Vehicle Code § 23152(f), including the penalties for infractions of this law,
 which range from informal probation to fines, license suspension, or jail time, with
 penalties increasing with each conviction

- Purchase Limits: HLM will advise customers of purchase limits as set by State law
- Adult use limits: adults 21 years of age or older with a valid, government-issued ID can purchase up to 28.5 grams of marijuana flower and up to 8 grams of marijuana concentrate, per BCC § 5409(a)
- Medical limits: Per BCC § 5409(b), patients (and their caregivers) over the age of 18 may purchase up to 8 ounces of marijuana flower, or the plant conversion as provided in HSC § 11362.77, as outlined by HLM SOPs, as determined by CCO.
 - If a medicinal cannabis consumer provides a valid physician's recommendation containing an amount greater than 8 ounces, CCO will work with the patient or caregiver, and staff member, to verify that the consumer may purchase an amount of medicinal cannabis consistent with the recommendation, per BCC § 5409(c).
 - Adult use and medical limits shall not be combined to allow a customer to purchase amounts in excess of either medical or adult use limits, per BCC § 5409(d).

In accordance with this customer education plan, HLM's staff will promote educational content and responsible consumption with every customer interaction.

CONFORMANCE TO 19.08.010 & 19-02

Herb & Legend Marina shall comply with Health and Safety Code Sections 11362. 7 et seq. and any other state laws that may be adopted concerning Medical or Adult Cannabis, California's Medical Marijuana Regulation and Safety Act, the Adult Use of Marijuana Act, the Attorney General's Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, and any other applicable City laws or regulations, and shall pay all applicable state and local taxes.

ANTI-DIVERSION: INVENTORY, TRACKING & MONITORING

A Track and Trace system and/or other platforms as approved by the Chief of Police and the State of California will be implemented and strictly followed in order to maintain records of all cannabis product movement and make those records available for audit. All marijuana material will be tracked via standard inventory control protocols from receipt, through the manufacturing stage and finally the packaging and shipment process in accordance with requirements.





Point of Sale System & Inventory Management

will be utilized to ensure compliance with both state and city regulations as well as to comprehensively manage and analyze all inventory.

, a business management, point-of-sale and inventory platform for cannabis, will be used to track, record and monitor all aspects of the operations, including, but not limited to:

- Cannabis tracking
- Inventory data
- Gross sales (by weight and by sale)
- Customer daily limits, and
- Other information deemed necessary by the City or State

allows for intuitive product management and can generate a variety of record types, including: quotes, estimates, invoices and counter receipts. In addition, can perform a variety of essential tasks required for day-to-day operation of the facility and will be used to:

- Employee scheduling
- · Assigning tasks to employees
- Multi-location support
- State compliance reporting and integration
- Custom reporting and recordkeeping

will be used to monitor all stages of incoming inventory. This begins with the point of wholesale purchase to final retail point of sale. All movement of product, including waste, will be tracked by the system.

TIMELINE: Herb & Legend Marina's Construction and Completion Timeline

- Phase I: December 17 Scheduling and Preparing for Construction

 December 17 to January 15 Secure building permits and initiate contracts
- Phase II: January 15 –Construction of Proposed Site Plan

 January 15 to April 1 Reconstruction of the facility to match proposed floor plan
 - April 1 to April 15 Inspection and approval of renovations
 - April 15 to May 15 Painting, electrical, plumbing, flooring, roofing, etc.
- Phase III: May 15 –Furnishing and equipment installation
 May 15 June 1: Installation of furnishings, security and sales equipment
 - June 1 June 30: Interior beautification and final in-house internal inspection
- Phase IV: June 30 External Beautification, Construction Completion, Launch July 1 to August 31 Beautify the exterior of the facility, final regulatory inspection for approval, complete and secure state licensing
 - September 1 Post licenses and commence retail operations

FINANCIAL PLAN – MARINA GBE 007, LLC, DBA, HERB & LEGEND **MARINA**

MARKET STUDY

Marina is the fastest growing city on the Monterey Peninsula, with a current population approaching 22,000, and is expected to increase by 50 percent, to 33,000, by 2035. Thanks to several favorable conditions, including available land, regional transportation improvements plans including light rail transit, and proximity to a university, the city is poised for growth. Marina is currently home to several major centers of learning, business parks, shopping centers and a municipal airport. The city offers promising conditions for business, research, and collaboration of emerging technologies as well as an attractive market for service companies seeking a growing and economically diverse population.

With the redevelopment of 1,416 acres of Fort Ord land, the development of 320 acres along the northern boundary of the city (Marina Station), and the revitalization of Marina's Downtown Business District, the City of Marina has many opportunities for economic development as it grows from a small bedroom community to a self-sufficient city. These development opportunities not only offset the jobs that were lost through the closure of Fort Ord but will increase the city's overall economic base and create a vibrant community in which to live and work.

In addition to the available land for development, there are a growing number of young and educated workers in the area due to the proximity of California State University Monterey Bay (CSUMB). This is a young university (started in 1994) which continues to expand enrollment and the number of graduates. CSUMB has professional graduate programs and is developing professional degrees directly in response to the needs of the Monterey Bay region's employers. Many of these college graduates are looking for employment opportunities and housing in the Monterey Bay region. The City of Marina has the available land for new businesses and homes, making it an ideal location for businesses looking for an educated workforce.

The City of Marina's vision for the future states that:

"Marina will grow and mature from a small town bedroom community to a small city which is diversified, vibrant and through positive relationships with regional agencies. self sufficient. The City will develop in a way that insulates it from the negative impacts of urban sprawl to become a desirable residential and business community in a natural setting."

The City of Marina's residents are proud of their community and are committed to making Marina a better place to live and work as it becomes the second largest city in Monterey County in the coming decades.

Demographics

In 2017, Marina, CA had a population of 21,200 people with a median age of 36.8 and a median household income of \$60,410. Between 2016 and 2017 the population of BUSINESS PLAN - HERB & LEGEND MARINA

Marina, CA grew from 20,816 to 21,227, a 1.97% increase and its median household income grew from \$57,135 to \$60,410, a 5.73% increase. This growth is consistent with what the City of Marina's economic development goals are and will continue to prosper with a core business tenant like HLM who will contribute to the City's economic prosperity and quality of life for residents.

The ethnic composition of the population of Marina, CA is composed of:

- 7,600 White Alone residents (35.8%)
- 5,930 Hispanic or Latino residents (27.9%)
- 3.790 Asian Alone residents (17.8%)
- 1,650 Two or More Races residents (7.77%)
- 1,520 Black or African American Alone residents (7.17%)
- 586 Native Hawaiian & Other Pacific Islander Alone residents (2.76%)
- 120 American Indian & Alaska Native Alone residents (0.565%)
- 36 Some Other Race Alone residents (0.17%)

The most common foreign languages spoken in Marina, CA are Spanish or Spanish Creole (3,420 speakers), Vietnamese (756 speakers), and Tagalog (672 speakers). HLM will ensure that these foreign language speakers feel comfortable and welcome by having select signage and information translated, increased community integration, and further reduce barriers to patients and consumers engaging in the legal market.

The economy of Marina employs 10,100 people with the largest industries in Marina as Health Care & Social Assistance (1,479 people), Educational Services (1,342 people), and Accommodation & Food Services (1,280 people), and the highest paying industries are Utilities (\$97,857), Public Administration (\$61,458), and Finance & Insurance (\$57,868). Herb & Legend Marina will contribute to the city's economy in a micro and macro perspective. By setting the standard of excellence for cannabis retail operators in the City of Marina and the larger Monterey County, HLM will contribute to the City's private sector growth leading it to be the second largest City in Monterey County.

The total available market for a Marina commercial cannabis retail storefront encompasses a 10-mile radius around the City, with additional considerations for local visitors, out-of-state and international visitors. With approximately 220,000 possible cannabis consumers within this radius, and local consumption rates estimated to be a total 22%, HLM has a target market of 48,840 potential cannabis consumers. HLM will capture 10% of the serviceable available market withstanding 60% loss to the illicit market, leaving an estimated total annual customer base of 2,900. This total breaks down into adult-use customer base at roughly 2,400 and medical customer base at roughly 500. HLM expects market penetration to increase roughly 10% every year for the first 3-5 years.

BUDGET

Herb & Legend Marina (HLM) has prepared a Financial Plan with supporting financial models to ensure the successful implementation of the proposed operations outlined in this application beyond the first year of operations. These financial models include two types of budgets, a 4-year Pro Forma, and Sources and Uses of Capital. The main source of revenue for the company is to sell cannabis, cannabis products, and edibles to qualifying patients who are Members of the medical dispensary and to adult-use customers who meet the qualifying requirements. HLM will also engage in sales of non-cannabis goods in the form of branded clothing, lighters, consumption equipment, and other various supporting goods. HLM's management team has the necessary commercial cannabis experience to successfully manage startup and ongoing operational expenses to remain cash flow positive throughout the first five years and indefinitely onward.

HLM will operate an immersive, one-of-a-kind medical and adult-use dispensary that will provide premium quality products and services to enhance the customer experience. The proposed startup timeline encompasses all the preparations described in this permitting application up to the day HLM becomes operational. HLM's management team has planned for extensive improvements to the facility, budgeted at \$685,000, to ensure a safe, friendly, and sophisticated customer experience. HLM estimates that these improvements will take 6–9 months, depending on the length and duration of the contracting process and the length of the facility inspection phase. HLM will spare no expense when it comes to customer safety and satisfaction, and this financial plan therefore includes a budget for retaining professional services throughout the application and startup process to ensure project success. The Startup Budget summarizes the estimated startup expenses based on the proposed business operations, design concept, and anticipated timeline.

Startup Budget

HLM expects initial startup expenses to reach \$890,000 before operations can begin and revenue can be generated. These expenses include the cost of local permitting and state licensing processes. Over 75% of the proposed Startup Budget will go towards tenant improvements to the interior and exterior of the existing facility. The tenant improvements will include compliance-based alterations to the existing structure to maximize security, local design integration, operational efficiency, and customer satisfaction.

Startup expenses also include equipment expenses, consulting, legal, accounting, marketing, insurance, and general business expenses, as well as \$50,000 for unforeseen expenses incurred throughout 2020 to accommodate the unpredictability of the startup and licensing processes.

Operational Budget

HLM has prepared a proposed Operational Budget by using reasonable best estimates based on local market analysis, industry best practices, and reliable historical data from multiple successful high-end retail operations in California. HLM has budgeted \$340,000

for a high-caliber security team and expects this amount to increase over time as the customer base matures and the needs of the business evolve. Entry-level employees will make more than double the California Living Wage (\$26.50) and some Chief-level personnel will take reduced salaries because of ownership percentage. Total personnel costs are expected to start at around \$2.075M, which is roughly 86% of the total proposed operational budget.

Accounting Procedures

HLM will comply with all local, state, and federal tax requirements and will use GAAP (Generally Accepted Accounting Principles) to guide all accounting practices. HLM is aware of the unique federal tax implications for medical and adult-use cannabis businesses, and has consulted with appropriate professionals to ensure full compliance with the Internal Revenue Service's treatment of commercial cannabis.

Director of Operations Alicia Darrow, who has 17 years of cannabis and management experience, is the Director of Retail and former owner of Blum, Terra Tech Corp. in Oakland, CA, where she has overseen financial advising, internal accounting, and operations procedures since the corporation opened in 2003. Darrow, among other things, also consults with the cannabis industry on how to establish best practices to improve auditability. Pierce and Darrow are very familiar with the 280E IRS tax code and will ensure that all of HLM's accounting procedures are compliant and that HLM pays local and state taxes monthly and/or quarterly, as required. Pierce will track HLM's monthly revenue, expenses, accounts receivable, accounts payable, cash flows, and related financial analyses to assess HLM's financial health and strategize further business development and community engagement initiatives. In line with the City of Marina's goal of creating jobs, tax revenue, and economic growth for the City and its residents, HLM will comply with Marina Municipal Code Section 19.08.010 (E&F) by paying all taxes and fees in a timely manner.

SOURCES AND USES OF FUNDS

HLM's sources and uses of funds are founded in legal activities and are being held in a fully compliant banking institution, which allows for ease of access and swift reaction time upon receipt of award and initiation of the startup timeline. The Applicant will dedicate \$4M to the successful implementation of the proposed activities throughout this application, which is more than double the necessary amount to facilitate the startup and one full year of proposed operations.

PROOF OF CAPITALIZATION

Herb & Legend Marina has attached Proof of Capitalization documents to demonstrate that there are more than sufficient enough funds to carry out the proposed operations throughout this application including the financial models' proposed Startup Budget and Operating Budget.

Osiris Ventures Inc. (85% owner in HLM), has attached Proof of Capitalization documents (attached below) in the form of a bank note from BridgeBank that shows an available balance in the checking account of the company in the amount of \$16,729,027 as of April 01, 2019. This amount of available capital is more than sufficient to carry out the activities proposed throughout this application and support the company throughout the start-up phase, well beyond the first year of operations, and indefinitely onward as HLM becomes cash flow positive.

PRO-FORMA

HLM has prepared a 4-year Pro Forma by using reasonable best estimates based on local market analysis, industry best practices, and reliable historical data from multiple successful high-end retail operations in California. This financial model assumes the following:

- Projected timeline of operations assumes that HLM's local permitting and state licensing processes are complete, successful, and posted by the third quarter in 2020. This assumes a successful and timely construction and completion of facility improvements within 6-9 months
- The total available market for a Marina commercial cannabis retail storefront encompasses a 10-mile radius around the city, with additional considerations for local visitors, out-of-state, and international visitors. With approximately 220,000 possible cannabis consumers within this radius, and local consumption rates estimated to be a total 22%, HLM has a Target Market of 48,840 potential cannabis consumers. HLM will capture 10% of the serviceable available market withstanding 60% loss to the illicit market, leaving an estimated Total Annual Customer base of 2,900. This total breaks down into adult-use customer base at roughly 2,400 and medical customer base at roughly 500. HLM expects market penetration to increase roughly 10% every year for the first 3-5 years
- Upon initial launch of operations, HLM assumes that the average Marina adultuse and medical cannabis consumer will spend approximately 22% below the state average of \$196.27/month. This assumption reflects a variety of factors including psychographic profiles, household income, education, target market penetration, purchasing habits, brand awareness and loyalty, and traffic rates. Customer psychographic profiles range from first-time experimenters (\$50/month) to cannabis connoisseurs (\$500+/month) and have varying adoption rates for new dispensaries based on previous operational experience. This consumption disparity will lessen over time as local cannabis connoisseurs and high-ticket adult-use users become brand loyalists, a local customer base is established, and the dispensary becomes a regional icon for more tourists to increase rates of first-time visits

The 4-year Pro Forma demonstrates HLM's financial sustainability over the 4-year timeline beginning in 2020, assuming no further investing activities beyond the startup

expenses and only local tax allowances. In its first year of operations, HLM will take a net loss of \$1.5M from startup and operating activities. HLM will increase revenue through a number of calculated business decisions that lead to increased market penetration, customer loyalty, first-time visitors, and customer lifetime that will allow the company to reinvest profits back into the community, the staff, and the stakeholders of the company. HLM's net revenue will increase from \$1.75M in Year 1 to \$5.9M in Year 2, a 337% increase. By the end of Year 3, HLM will have a more mature market presence and can reliably estimate revenue of \$6.5M and resulting net income of \$565,000. Starting with a cash injection of \$4M, HLM will accumulate approximately \$4.19M in ending cash balance by EOY 2023, demonstrating that HLM will have enough positive cash flow momentum each fiscal year moving forward to cover any necessary emergency debt or emergency investing activities should such an emergency arise.

CITY OF MARINA - COMMERCIAL CANNABIS BUSINESS APPLICATION: RETAIL

Summarized 4-year Pro Forma; Beginning 2020

Year	Y1	Y2	Y3	Y4	
Total Sales Revenue	\$1,757,958	\$5,915,012	\$6,506,514	\$7,157,165	
Total COGS	\$791,081	\$2,661,756	\$2,927,931	\$3,220,724	
Gross Profit	\$966,877	\$3,253,257	\$3,578,583	\$3,936,441	
STARTUP					
Construction & Site Improvements	\$685,000				
Facility Equipment	\$205,000				
SG&A Equipment	\$75,000				
Licensing, Legal, Accounting Fees	\$120,000				
Marketing	\$15,000				
Security Equipment	\$100,000				
Unexpected Costs	\$50,000				
OPERATIONAL					
Auto Expense	\$6,000	\$18,900	\$19,845	\$20,837	
Community Benefits		\$3,989	\$5,652	\$7,545	
Maintenance	\$10,000	\$31,500	\$33,075	\$34,729	
Marketing & Sales	\$14,000	\$44,100	\$46,305	\$48,620	
Membership & Certifications	\$2,000	\$6,300	\$6,615	\$6,946	
Misc.	\$10,000	\$31,500	\$33,075	\$34,729	
Supplies	\$26,000	\$81,900	\$85,995	\$90,295	
Personnel	\$1,037,500	\$2,178,750	\$2,287,688	\$2,402,072	
Phone & Internet	\$2,800	\$8,820	\$9,261	\$9,724	
Professional Services	\$20,000	\$63,000	\$66,150	\$69,458	
Track and Trace Software	\$4,400	\$13,860	\$14,553	\$15,281	
Vendor Services	\$10,000	\$31,500	\$33,075	\$34,729	
Waste/Janitorial	\$6,000	\$18,900	\$19,845	\$20,837	
Total Operating Expenses	\$2,398,700	\$2,533,019	\$2,661,134	\$2,795,801	
EBITDA	\$1,431,823	\$720,238	\$917,449	\$1,140,640	
Local Tax Estimate - 10%	\$96,688	\$325,326	\$357,858	\$393,644	
Net Income	\$1,528,511	\$394,912	\$559,590	\$746,996	
	St	-l- Flavor Dani - i	2020		
Year	Y0	sh Flows; Beginnii Y1	ng 2020 Y2	Y3	Y4
Beginning Cash Flow		\$4,000,000	\$2,471,489	\$2,866,401	\$3,425,99
Operating Cash Flow		\$1,528,511	\$394,912	\$559,590	\$746,99
Investing Cash Flow		Q1,020,011	Q337,312	4333,330	\$1,40,55
Financing Cash Flow	\$4,000,000				
Table Coal State	\$4,000,000	Ć4 F20 F44	¢204.042	ć550 500	¢746.00

\$1,528,511

\$2,471,489

\$394,912

\$2,866,401

\$559,590

\$3,425,992

\$4,000,000

\$4,000,000

Total Cash Flows

Ending Cash Balance

\$746,996

\$4,172,987

CITY OF MARINA - COMMERCIAL CANNABIS BUSINESS APPLICATION: RETAIL

Expanded 4-yr. Pro Forma

Local Tax Expense Net Income	EBIT	Total Expenses	Waste/Janitorial	Vendor Services	Professional Services	Phone & Internet	Personnel	Supplies	Misc.	Membership & Certifications	Marketing & Sales	Maintenance	Community Benefits	Auto Expense	OPERATIONAL	Unexpected costs	security Equipment	Marketing	Licensing, Legal, Accounting Fees	General and Admin Equipment	Vault	Shelving Units	Facilities	General	Display Tables	Equipment Expenses	Other Construction Costs	Internal Structure & Related	Temporary Rentals & Utilities	General Site Improvements	Contracting & Staffing	Construction 9 Sito Improvement	STARTUP	Expenses	Gross Profit	Total Cost of Goods Sold	Lighters	Stickers, Swag	T-shirts	Non-cannabis goods	Edibles/Topicals	Budget Buds	Preroll - Eighth	Extracts	Vape Carts	Flower - Eighth	Cannabis goods	Cost of Goods Sold	Total Revenue	Lighters	Stickers, Swag	T-shirts	Non-cannabis goods	Edibles/Topicals	Budget Buds	Preroll - Eighth	Extracts	Vape Carts	Flower - Eighth	Cannabis goods	Revenue			
\$522,500	\$522,500	\$522,500														\$25,000	\$30,000	\$7,500	\$60,000	\$37,500							\$42,500	\$175,000	\$37,500	\$25,000		,																														2		
\$727,500	\$727,500	\$727,500														\$25,000	\$50,000	\$7,500	\$60,000	\$37,500	\$35,000	\$20,000	\$75,000	\$30,000	\$25,000	000	\$42,500	\$175,000	\$37,500	\$25,000	\$62,500																															S	H	
\$22,750.05 \$341,800	\$319,050	\$546,550	\$1,500	\$2,500	\$5,000	\$700	\$518,750	\$6,500	\$2,500	\$500	\$3,500	\$2,500		\$1,500																					\$227,500	\$186,137	\$931 \$931	\$931	\$1,861	97,007	\$31,643	\$37,227	\$11,168	\$12,099	\$37,227	\$29,782			\$413.637	\$2,068	\$2,068	\$4,136	320,082	\$70,318	\$82,727	\$24,818	\$26,886	\$82.727	\$66,182			Q.	FY2020	
\$73,937.66 \$63,289	\$137,227	\$602,150	\$4,500	\$7,500	\$15,000	\$2,100	\$518,750	\$19,500	\$7,500	\$1,500	\$10,500	\$7,500		\$4,500																					\$739,377	\$604,944	\$3,025 \$3,025	\$3,025	\$6,049	74.71000	\$102,841	\$120,989	\$36,297	\$39,321	\$120,989	\$96,791			\$1.344.321	\$6,722	\$6,722	\$13,443	36/,216	\$228,535	\$268,864	\$80,659	\$87,381	\$268.864	\$215,091			2		
\$96,688 \$1,528,511	\$1,431,823	\$2,398,700	\$6,000	\$10,000	\$20,000	\$2,800	\$1,037,500	\$26,000	\$10,000	\$2,000	\$14,000	\$10,000		\$6,000		\$50,000	\$100,000	\$15,000	\$120,000	\$75,000	\$35,000	\$20,000	\$75,000	\$30,000	\$20,000	000	\$85,000	\$350,000	\$75,000	\$50,000	\$125,000				\$966,877	\$791,081	\$3,955	\$3,955	\$7,911	977,774	\$134,484	\$158,216	\$47,465	\$51,420	\$158,216	\$126,573			\$1.757.958	\$8,790	\$8,790	\$17,580	367,898	\$298,853	\$351,592	\$105,477	\$114,267	\$351.592	\$281,273			Total		
\$81,331.42 \$99,725	\$181,057	\$632,258	\$4,725	\$7,465 \$7,875	\$15,750	\$2,205	\$544,688	\$20,475	\$7,875	\$1,575	\$11,025	\$7,875		\$4,725																					\$813,314	\$665,439	\$3,327 \$3,327	\$3,327	\$6,654	272,272	\$113,125	\$133,088	\$39,926	\$43,254	\$133,088	\$106,470			\$1.478.753	\$7,394	\$7,394	\$14,788	3/3,738	\$251,388	\$295,751	\$88,725	\$96,119	\$295,751	\$236,600			2		
\$81,331.42 \$99,725	\$181,057	\$632,258	\$4,725	\$7,875	\$15,750	\$2,205	\$544,688	\$20,475	\$7,875	\$1,575	\$11,025	\$7,875		\$4,725																					\$813,314	\$665,439	\$3,327	\$3,327	\$6,654	\$35,474	\$113,125	\$133,088	\$39,926	\$43,254	\$133,088	\$106,470			\$1,478,753	\$7,394	\$7,394	\$14,788	3/3,938	\$251,388	\$295,751	\$88,725	\$96,119	\$295.751	\$236,600			Q2		
\$81,331.42 \$99,725	\$181,057	\$632,258	\$4,725	\$7,465 \$7,875	\$15,750	\$2,205	\$544,688	\$20,475	\$7,875	\$1,575	\$11,025	\$7,875		\$4,725																					\$813,314	\$665,439	\$3,327 \$3,327	\$3,327	\$6,654	933,474	\$113,125	\$133,088	\$39,926	\$43,254	\$133,088	\$106,470			\$1,478,753	\$7,394	\$7,394	\$14,788	3/3,938	\$251,388	\$295,751	\$88,725	\$96,119	\$295,751	\$236,600			Q.	FY2021	
\$81,331.42 \$99,725	\$181,057	\$632,258	\$4,725	\$7,875	\$15,750	\$2,205	\$544,688	\$20,475	\$7,875	\$1,575	\$11,025	\$7,875		\$4,725																					\$813,314	\$665,439	\$3,327 \$3.327	\$3,327	\$6,654	\$33,474	\$113,125	\$133,088	\$39,926	\$43,254	\$133,088	\$106,470			\$1,478,753	\$7,394	\$7,394	\$14,788	3/3,938	\$251,388	\$295,751	\$88,725	\$96,119	\$295,751	\$236,600			2		
\$325,326 \$398,901	\$724,227	\$2,529,030	\$18,900	\$13,860	\$63,000	\$8,820	\$2,178,750	\$81,900	\$31,500	\$6,300	\$44,100	\$31,500		\$18,900																					\$3,253,257	\$2,661,756	\$13,309	\$13,309	\$26,618	9133,000	\$452,498	\$532,351	\$159,705	\$173,014	\$532,351	\$425,881			\$5.915.012	\$29,575	\$29,575	\$59,150	3295,/51	\$1,005,552	\$1,183,002	\$354,901	\$384,476	\$1,183,002	\$946,402			Total		
\$89,464.56 \$141,311	\$230,775	\$663,870	\$4,961	\$3,638 \$8,269	\$16,531	\$2,315	\$571,922	\$21,499	\$8,269	\$1,654	\$11,576	\$8,269		\$4,961																					\$894,646	\$731,983	\$3,660	\$3,660	\$7,320	930,333	\$124,437	\$146,397	\$43,919	\$47,579	\$146,397	\$117,117			\$1.626.628	\$8,133	\$8,133	\$16,266	381,331	\$276,52	\$325,326	\$97,598	\$105,731	\$325,326	\$260,261			2		
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56 \$357,858 11 \$565,243	75 \$923,101	S	61 \$19,845				\$2					69 \$33,075		61 \$19,845																				- 1	46 \$3,578,583		60 \$14,640 60 \$14,640		20 \$29,279	3140,557					97 \$585,586				33 332,533			\$65,065	31 332,326					26 \$1.301.303				Total		
\$98,411.02 \$188,635	\$287,046	\$697,064	\$5,209	\$8.68	\$17,36	\$2,43	\$600,518	\$22,574	\$8,682	\$1,736	\$12,155	\$8,682		\$5,209																					\$984,110	\$805,18	\$4,026 \$4,026	\$4,020	\$8,052	50,000	\$136,881	\$161,036	\$48,31	\$52,337	\$161,030	\$128,829			\$1.789.291	\$8,946	\$8,946	\$17,893	389,400	\$304,180	\$357,858	\$107,357	\$116,304	\$357.858	\$286,287			2		
\$98,411.02 \$\$188,635	6 \$287,046		9 \$5,209									2 \$8,682		9 \$5,209																						\$	6 \$4,026 6 \$4,026		2 \$8,052	7 340,237									5 38,946 1 \$1.789.291			3 \$17,893	389,460					8 \$357.858				Q2		
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\$98,411.02 \$188,635	\$287,046	\$697,064	\$5,209	\$8,682	\$17,364	\$2,431	\$600,518	\$22,574	\$8,682	\$1,736	\$12,155	\$8,682		\$5,209																					$ \ $	\$	\$4,026 \$4,026	\$4,026	\$8,052	340,237	\$136,881				\$161,036				\$1.789.291	\$8,946	\$8,946	\$17,893	389,460	\$304,180	\$357,858	\$107,357	\$116,304	\$357.858	\$286,287			Q4		
\$393,644 \$754,541	\$1,148,185	\$2		\$15,281			\$2	\$90,295			\$48,620	\$34,729		\$20,837																					\$3,936,441	Т	\$16,104		\$32,207	9101,000		\$644,145				\$515,316			\$7.157.165			\$71,572	300,,008					\$1,431,433	SS			Total		



Balances - Deposit Accounts

Report created: Account: Date range:

04/02/2019 03:11:55 PM (ET)

Checking • Osiris Ventures Inc • Available \$16,729,027.88

As of Date	Account Number Description	Closing ledger balance	Accessible balance	Total credits	Current balance	Available balance
Checking Acc	ounts					
04/01/2019	*2213 Osiris Ventures Inc	\$16,729,027.88	\$16,729,027.88	\$0.00		

04-04-2019

The



June 5, 2019

Dear City of Marina,

My name is Robert L. Rowe and I am a qualified licensed fire prevention and suppression consultant that has assessed the included Safety Plan. I am specifically a Certified Fire Investigator (CFI), Certified Fire & Explosion Investigator (CFEI) and Licensed Private Investigator (PI).

As stated in the City of Marina Application Procedure Guidelines for Commercial Cannabis Business-Retail, Appendix A Description of Evaluation Criteria, the included Safety Plan considers all possible fire, hazardous material, and inhalation issues/threats and has both written and physical mechanisms in place to deal with each specific situation. Thank you for your time.

Sincerely.

Robert L. Rowe, CFI/CFEI/PI

HERB & LEGEND MARINA SAFETY PLAN FOR CANNABIS RETAIL AND DELIVERY OCCUPANCIES

Herb & Legend Marina Safety Plan is designed to keep employees, clientele, the community, and cannabis materials safe from fire and other safety risks. To that end, Herb & Legend Marina shall fully comply with all aspects of California state cannabis laws and regulations, Occupational Safety and Health Administration (OSHA) standards, The City of Marina Municipal Code, and best practices in dispensary safety management.

Herb & Legend Marina Director of Operations, Alicia Darrow will coordinate with the City of Marina Fire and Police departments as well the fire and safety experts, Pyrocop, Inc., to address safety issues. The DOO in collaboration with the Chief Compliance Officer shall also update and maintain a compliant Safety Plan that reflects changes in state or local regulations or industry best practices, as well as new recommendations from the City Fire Department and/or City Police Department or other law enforcement agencies.

In addition, Herb & Legend Marina shall have a manager on-site during all hours of operation. All on-site managers shall work closely with the DOO to ensure that all elements of the Safety Plan are consistently and correctly implemented.

QUALIFICATIONS

Director of Operations, Alicia Darrow has worked in the cannabis industry for over 15 years and is a pioneer of the commercial cannabis market in California. She has been a key player in establishing and operating five dispensaries, and is currently involved with the startup of additional retail entities. While operating these retail facilities, she has participated in staff hiring, termination, ongoing discipline, scheduling, payroll and training, and human resources. Darrow is a performance-driven chief operations manager with extensive experience in supporting high-level executives while providing flawless implementation. She possesses unrivaled organizational, communication, analytical, and problem-solving skills. She has the ability to work with people at all levels of the organization and will ensure all employees are properly trained in safety SOPs and protocols.

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Herb & Legend Marina shall contract with Robert Rowe a fire and safety consulted who represents Pyrocop, Inc., a Fire and Life Safety Consultant Service based out of Long Beach, California. Robert began his 27-year fire service in 1980 where he promoted up through the ranks from Firefighter to Fire Marshal. During his career. Robert served as a Fire Inspector, Hazardous Materials Specialist, Fire Investigator and Fire Marshal. As Fire Marshal, Robert managed an organized municipal Fire Prevention/Investigation Division in the Los Angeles area where he obtained extensive knowledge and expertise in both Fire Investigation and Fire & Building Codes and Standards. Robert served as President of the

Area "E" Arson Task Force, was appointed as a Special Deputy by the U.S. Marshals Service

Robert gained his fire code knowledge and experience serving on several code and advisory committees, such as the Uniform Fire Code Interpretation Committee, International Code Council International Residential Code Committee, California Fire Chiefs Fire Prevention Officers Fire Code Committee, California Building Standards Committee and the National Fire Protection NFPA 1 Fire Code Committee.

Since his retirement in 2007, Robert founded "Pyrocop, Inc." which is based in Long Beach, California, and has utilized his fire investigative and code knowledge in hundreds of fire loss investigations, civil litigation matters and commercial development projects. Robert has qualified as an expert in fire related matters throughout the United States and has served as a fire consultant in the Middle East.

Robert is a member of the California Conference of Arson Investigators, International Association of Arson Investigators and National Association of Fire Investigators and provides fire inspector training for the California Fire Chief's Fire Prevention Officers Association.

As the Executive Director for the Fire Sprinkler Advisory Board of Southern California, Robert represents over 56 fire sprinkler contractors based in the Los Angeles area and continues to serve as a code consultant for both the public and private sector. Robert has provided fire and life safety consulting services to Cannabis applicants in the City of Los Angeles, Culver City, Long Beach, Oceanside, San Bernardino and several locations within Los Angeles County.

SCOPE

This document shall serve as the "Safety Plan" for Herb & Legend Marina as required for the permitting, construction, and operation of cannabis related business operations within the City of Marina.

The purpose of this document is to provide a description as to how Herb & Legend Marina intends to provide an exceptional level of life safety and property protection to address potential hazards associated with the cannabis industry, specifically, non-storefront retailer, delivery and storage.

Herb & Legend Marina also understands that they will be required to follow all amended codes and standards that have been or may be adopted by City of Marina.

The information provided below is intended to address the Fire and Life Safety components associated with the "Non-storefront retailer, delivery and storage" of cannabis related products.

PROPERTY/BUILDING INFORMATION

Assessor's ID: 033-281-025

Address: 3343 Paul Davis Drive, Marina, CA

Property Type: Light Industrial/Office Lot Size: 25,142 square feet Building Size: 8500 square feet Dispensary Size: 3,740 square feet

Construction Type: Type IIIN Fire Sprinklers: Yes Design Density: N/A

Closest Fire Hydrant: 150' southwest of the building on Paul Davis Drive

Current Occupancy: F/S/B Proposed Occupancy: B/M/S

Number of Stories: 1
Maximum Height: 18'

KNOX Access: Unknown

TERMS

- Authority Having Jurisdiction (AHJ): A federal, state, local department (City of Marina Fire & Building Department), or individual such as a fire chief, building official, fire marshal, or fire prevention bureau having statutory authority.
- City of Marina Fire Code as adopted by the City of Marina for the enforcement of fire regulations.
- City of Marina Building Code as adopted by the City of Marina for the enforcement of building regulations.
- City of Marina Electrical Code as adopted by the City of Marina for the enforcement of electrical regulations.
- City of Marina Plumbing Code as adopted by the City of Marina for the enforcement of plumbing regulations.
- City of Marina Energy Code as adopted by the City of Marina for the enforcement of energy regulations.
- City of Marina Green Building Standards Code as adopted by the City of Marina for the enforcement of Green Building regulation and standards.
- California Health and Safety Code as adopted by the City of Marina for the enforcement of the Health and Safety Regulations.
- National Fire Protection Association (NFPA) Standards as adopted by reference in the City of Marina Fire Code.
- Medical Marijuana Regulation and Safety Act
- City of Marina Municipal Code (MMC)

The Use and Occupancy Classification of Marijuana Business Functions may be found in Chapter 3 of the International Building Code (IBC), and International Fire Code (IFC). Typical occupancies are summarized as follows:

- Medical / Recreational Marijuana Center, Store, or "Dispensary" M Occupancy; B
 Occupancy if there is patient care and similar
- Marijuana Plant Cultivation Locations or "Grow Facilities" F-1 Occupancy [Retail Marijuana Cultivation Facility]
- Marijuana Oil Extraction Operations F-1 Occupancy*₁
- Marijuana-Infused Product Kitchens/Bakeries F-1 Occupancy
- Storage of materials used or produced S-1 Occupancy
- Possible Hazardous materials storage H-2 or H-3 Occupancy

The proposed use of this building will be for Retail, Delivery and Storage only. Based on the Occupancy Classifications described in Chapter 3 of the International Building Code, the Occupancy Classification that best describe the proposed use of the building is that of a B/M/S-1 Occupancy. Herb & Legend Marina understands that the Occupancy Classification of the proposed facility will be determined by the Building Official based on the provisions of the City of Marina Building Code. The intent of this Safety Plan is to address the hazards associated with the approved use of the building.

GENERAL SAFETY POLICY AND PROTOCOLS

Herb & Legend Marina shall provide a safe environment for employees, clientele, vendors, and the surrounding community, and will have both written and physical mechanisms in place to address each specific situation. By designating senior staff members with clear responsibilities for emergency situations and preventing and eliminating hazards, Herb & Legend Marina will strive for an incident-free workplace. The Director of Operations will have primary authority over safety issues but will be supported by all managers and employees, all of whom will have clear responsibilities detailed in the Employee Manual and discussed during initial and annual employee training.

Emergency Plans and Evacuation Drills

The reporting of emergencies, coordination with emergency response forces, emergency plans and procedures for managing or responding to emergencies will comply with the provisions of the City of Marina Fire Code.

Emergency evacuation drills complying with provisions of this section will be conducted by "Herb & Legend Marina" as defined in the City of Marina Fire Code or when required by the fire code official. Drills shall be designed as described in the City of Marina Fire Code and based on OSHA standards.

Herb & Legend Marina will train employees on at minimum the following emergency situations:

- Medical emergencies;
- Physical intrusion or on-site threats;
- Bomb threats:
- Fires and explosions;
- Chemical release;
- Weather-related disasters; and
- Law enforcement raid scenarios.

The training will include steps designed to facilitate an orderly response that prevents nonsecurity emergencies from becoming aggravated security emergencies.

Herb & Legend Marina will provide emergency procedures and emergency contact numbers in writing to all employees and posted prominently in all areas of the facility. Herb & Legend Marina will revise and update procedures as necessary, with supplemental trainings provided to the affected employee groups.

On-Site Medical Response

Herb & Legend Marina will ensure that all managerial-level staff and security personnel are trained in Red Cross-certified adult and pediatric first aid, CPR, and the use of automatic electronic defibrillators (AEDs). Herb & Legend Marina will apprise all personnel trained in on-site AED usage of the locations of said devices and the protocol to be followed with respect to notifying the on-site medical professional, security, management, and the local emergency response authorities of a medical emergency.

FIRE PREVENTION, DETECTION, RESPONSE, AND SUPPRESSION

Herb & Legend Marina will follow fire safety management protocols typical of a retail environment, including implementing the following SOPs:

- Designating and training persons who will be on-site and in charge of fire safety management (primarily the DOO and on-site managers);
- Contracting with qualified fire & life safety consultant, Pyrocop to perform and document an annual fire risk assessment;
- Generating and updating a Fire Safety and Evacuation Plan;
- Maintaining a fire safety checklist and logbook;
- Performing annual maintenance of fire extinguishers;
- Incorporating fire safety procedures into initial and annual training (including not blocking or holding open fire doors); and
- Additional measures as deemed necessary or recommended by inspectors.

General Fire Safety

Fire safety requirements are maintained in the City of Marina Fire Code and regulate the occupancy and maintenance of all structures and premises for precautions against fire and

the spread of fire as well as general fire safety requirements which include but are not limited to:

- Providing approved waste containers that are appropriately sized and stored in an approved location
- Ensure that Ignition sources and open flames are separated from flammable and combustible materials
- Properly maintain and safely operate powered industrial trucks and equipment
- Ensure that Impact protection is provided for hazardous materials storage as required by the fire code
- Ensure that fueled equipment is stored and maintained as required by code.
- Ensure that potential hazards posed to firefighters are identified and removed as required.

The provisions outlined in the City of Marina Fire Code addressing General Fire Safety will be followed by Herb & Legend Marina.

Combustible Storage

Storage of combustible materials in buildings will be maintained in an orderly manner and be separated from heating or ignition sourced by distance or shielding so that ignition cannot occur per the City of Marina Fire Code. Accumulation of combustible waste shall be removed from inside or around the exterior of buildings as necessary to minimize the risk of fire.

Maintenance of Exiting

Buildings and facilities are required to be provided with approved exiting meeting the provisions of the City of Marina Building Code will be maintained as required.

Herb & Legend Marina will insure that:

- The minimum exit access shall be maintained always.
- The Minimum aisle widths shall be maintained always.
- Enhanced building security shall not interfere with exiting measures and will by no means impede egress for the facility's occupants or firefighters in the event of an emergency.
- Electronic access control shall not interfere with the exiting components
- All locking hardware on doors (interior or exterior) shall meet the minimum requirements for exiting.
- All doors and door hardware shall be identified on the specifications and plans
- All exit doors, passageways and exit corridors will remain free of any obstruction and maintained as required by the City of Marina Fire Code.
- Any security device or system that emits any medium that could obscure a means of egress in any building, structure or premise will be prohibited and be maintained in accordance with the City of Marina Fire Code.

Fire Safety and Evacuation Plan

The DOO and on-site Manager will also train all employees on all aspects of the Fire Safety and Evacuation Plan. Fire inspectors may devise or advise on all such training, which will be tailored to the proposed location. During training, staff will be appointed as Lead Fire Safety Captains and equipped with conspicuous caps to wear in the event of a fire emergency. Training will include, at minimum:

- The location of all points of emergency egress, and/or escape routes;
- The location of all fire extinguishers;
- Procedures to assist individuals who are unable to use the general means of egress and/or escape route(s);
- Potential fire hazards and fire prevention techniques;
- Proper accounting of personnel following evacuation; and
- The identification of individuals in need of immediate rescue or medical attention.

The DOO will ensure the safety of the facility and personnel by establishing the proper protocol for Emergency Evacuation Drills. All aspects of the Emergency Evacuation Drill shall comply with California Fire Code (CFC) §405.1 through §405.9. Herb & Legend Marina will make all Fire Safety and Evacuation Plans available to the neighboring buildings, businesses, and establishments.

In accordance with OSHA standards, the on-site manager will verbally communicate the Fire Safety and Evacuation Plan and will provide employees with a written document for their individual review. Herb & Legend Marina will also include the Fire Safety and Evacuation Plan in the dispensary's Employee Manual and aspects of the plan, such as evacuation routes, will be posted at required locations on the dispensary's premises.

Herb & Legend Marina will also train a designated on-site managers to check the pressure gauges on all fire extinguishers monthly to ensure that the devices are still functional and to replace fire extinguishers that have been used or damaged, such that working extinguishers will be available should the need for fire suppression arise. Herb & Legend Marina's employee training materials will provide all employees with the name and phone number of the local fire department, and this phone number will also be posted at key locations in the dispensary.

The DOO will review fire evacuation plans and attend trainings with fire consultants, Pyrocop, Inc., or the local fire department.

Automatic Fire Protection Systems

Based on occupancy classification, square footage, construction type as outlined in the City of Marina Building Code an Automatic Fire Protection Systems has been installed and maintained as required at this location.

Herb & Legend Marina understands that any change of use of the space or addition of square footage may require a modification of said fire protection system.

Where required, all fire protection systems will be designed and maintained as required in accordance with the City of Marina Fire and Building Code. In the event a modification is made, plans will be submitted to the City of Marina Department of Building and Safety for approval. Herb & Legend Marina understands that City of Marina requires specialized licensing for contractors involved in the installation, testing and maintenance of fire protection systems (C-16 for Fire Sprinkler System Installations and C-7/C-10 for Fire Alarm Systems).

Fire Detection

Herb & Legend Marina shall contract with Pyrocop, Inc. or a certified NFPA fire safety contractor to inspect, test, and certify the facility's fire alarm system according to NFPA standards, as well as to detect and mitigate potentially deficient areas of Herb & Legend Marina's fire protection system. This service will include the inspection and testing of all manual pull stations, alert/alarm methods (strobes and horns), smoke and heat detectors, duct detectors, annunciator panels, the main alarm panel, and any communications subpanels and battery backup supplies.

Alarm Systems

In terms of fire detection, Herb & Legend Marina will contract with a certified NFPA fire safety contractor to install an alarm system capable of detecting smoke, fire, and carbon monoxide. In compliance with NFPA's recommendations, smoke detectors will be positioned in the center of the ceiling of each room or as necessary in larger rooms. Herb & Legend Marina will test all fire alarm and notification systems every 30 days at minimum. Fire alarm system will be installed in accordance with the provisions of the City of Marina Fire and Building Code and NFPA 72. Said system will provide occupant notification in accordance with the City of Marina Fire Code.

Herb & Legend Marina shall regularly schedule repairs to the dispensary's alarm systems, and in the event of an emergency, qualified technicians shall repair the fire protection system, ensuring its return to working order within two hours of request for repair.

The NFPA 72 National Fire Alarm Code covers the application, inspection, testing, location, performance, and maintenance of fire alarm systems. This code establishes the minimum level of performance but does not establish the only methods by which these requirements are to be achieved.

High Piled Storage

High-piled storage or rack storage, if required for this project, will comply with the City of Marina Building and Fire Code, Chapter 32 and all applicable standards. Permits shall be obtained, and plans submitted as required by City of Marina, for any proposed high piled storage array.

Fire Suppression Systems

To ensure the suppression of a possible facility fire, an NFPA certified fire safety contractor shall install, service, and repair every component of Herb & Legend Marina's fire sprinkler

system. Herb & Legend Marina shall also contract with its chosen fire safety contractor to complete inspections, testing, and certification according to NFPA standards, as well as to detect and mitigate deficient areas of the dispensary's fire sprinkler system.

Herb & Legend Marina shall regularly schedule repairs to the dispensary's fire sprinkler system, and in the event of an emergency, qualified technicians shall repair the fire sprinkler system, ensuring its return to working order within two hours of request for repair.

In accordance with NFPA 25 National Fire Alarm Code, Herb & Legend Marina shall contract a fire safety contractor to perform the following testing and inspection services for the dispensary's water-based fire protection system:

- Inspect wet, dry, pre-action, and deluge systems;
- Repair all systems;
- Test fire pumps;
- Full flow tests:
- Repair and maintain electric and diesel fire pumps;
- Full wet trip tests of dry pipe valves as required;
- Exercise and lubricate all OS- and Y-valves;
- Test all flow, tamper and pressure switches;
- Visually inspect sprinkler systems; and
- Record static and residual main drain readings.

Portable Fire Extinguishers

Portable fire extinguishers shall be installed in M and S occupancy groups per the City of Marina Fire Code. The size and distribution of portable fire extinguishers shall also be in accordance with the City of Marina Fire Code and at the discretion of the City of Marina Fire Marshal.

An NFPA certified fire safety contractor shall provide comprehensive onsite training for all of Herb & Legend Marina's employees on the proper and safe use of portable fire extinguishers. Herb & Legend Marina shall ensure that its selected fire safety contractor's portable extinguisher technicians are trained, tested, and licensed to service and recharge portable fire extinguishers.

In accordance with NFPA 10 Herb & Legend Marina shall ensure that a fire safety contractor inspects fire extinguishers annually. Every six years, Herb & Legend Marina shall contract a certified fire safety contractor to disassemble all facility fire extinguishers and thoroughly inspect them for damage; replace O-rings and valve stems; and recharge the extinguisher. Every 12 years, a fire safety contractor shall break down and empty facility fire extinguishers and test the cylinders for defects. If the fire extinguisher's cylinder passes, it shall be recharged with new chemical and returned to service.

Fire Department Access Knox Key Access

Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, a KNOX key box will be installed in an approved location. The key box will be of an approved type and will contain keys to gain necessary access as required by the fire code official per the City of Marina Fire Code.

All required exterior doors will remain operable for emergency access by firefighters. Eliminating the function of any exterior doors will require prior approval that cannot be granted in every circumstance, and where allowed, the door must be marked with a sign stating **THIS DOOR BLOCKED**.

Rooms containing fire protection equipment (fire alarm panels, fire sprinkler valves, etc.), controls for air-conditioning equipment, utility equipment for gas or electrical service and rooms containing hazardous materials will require identifying signage to aid firefighters.

Compressed Gases, Cylinders and Tanks (General)

Compressed gases, cylinders and/or tanks will not be stored at this location.

Hazardous Materials Storage and Use

Reportable quantities of Hazardous Materials will not be stored or used at this location.

Address

Addressing of the building shall comply with the provisions of the City of Marina Fire Code and will be placed on the building side that faces the street from which the business is addressed from. Additional address requirements may also be required by City of Marina for secondary buildings or where addressing is not readily visible or apparent and will be installed at the discretion of the City of Marina Fire Department.

Fire Lanes

Fire lanes shall be maintained as regulated by the City of Marina Fire Code, Chapter 5.

Building Utilities

Utilities maintained within the proposed use (M/S Occupancy) shall comply with all applicable City of Marina Codes.

Herb & Legend Marina understands that the City of Marina Fire Code prohibits the use of extension cords or power strips as permanent wiring to equipment, lighting, fans, etc. All electrical loads and wiring for grow lighting, fans, etc. will be properly designed, installed and permitted as required by City of Marina. An electrical analysis will be submitted along with manufacturer specification sheets, calculations, single line diagrams. The electrical design and installation shall meet the requirements of the City of Marina Electrical Code.

Flammable and Combustible Liquid Usage

Flammable and/or Combustible Liquids will not be stored or used above the MAQ's (Maximum Allowable Quantities) at this facility

Exhaust and Ventilation

Flammable and/or combustible liquids <u>will not</u> be stored or used at Herb & Legend Marina other than what is allowed by the City of Marina Fire Code for M/S-1 facilities. Therefore, special exhaust or ventilation systems will not be required, unless there are special provisions set forth in the City of Marina Municipal Code requiring said systems.

Electrical Code Requirements

Where applicable, all electrical system design and permitting will be performed by a licensed electrical engineer registered in the State of California or (if allowed by City of Marina) by qualified and experienced licensed electrical contractors if they are performing the actual installations (design-build).

All electrical system(s) installation will be completed by licensed electricians and electrical contractors.

The electrical system will be sized and installed in accordance with the City of Marina Electrical Code.

A single line diagram of the existing and proposed electrical system, including the main electrical service will be provided in the submittal in accordance with the City of Marina Electrical Code.

Electrical services which are 400 amps or greater will be designed by a licensed electrical engineer registered in the State of California or (if allowed by City of Marina) by qualified and experienced licensed electrical contractors if they are performing the actual installations (design-build).

All electrical equipment will be listed and labeled by an approved testing agency per the City of Marina Electrical Code.

Flexible cords (extension cords) will not be used to substitute for fixed wiring and will not be routed through or concealed in walls, structural ceilings, suspended ceiling, dropped ceilings or floors, attached to building surfaces, be within 6'- 8" of a means of egress, or subject to physical damage as per the City of Marina Electrical Code.

Heating and cooling equipment will be provided with a 15 or 20-amp GFCI protected service receptacle within 25 feet of the equipment as required by the City of Marina Electrical Code.

HVAC SYSTEM

Herb & Legend Marina will implement multiple systems to control the air quality and climate of the dispensary. Herb & Legend Marina will work with an HVAC vendor to design and implement an effective chiller system to cool the facility and to ensure maximum efficiency

during operations. Herb & Legend Marina will implement a periodic maintenance program for the HVAC system to ensure continuously efficient operations; maintenance shall include periodic efficiency checks, filter replacements, and evaluations of system upgrades. Herb & Legend Marina's facility will be sufficiently insulated to reduce any heating or cooling losses, and the building will be insulated in accordance with the advice provided by the HVAC system installer.

During renovation of the proposed dispensary facility, HVAC systems serving the affected area will not be used during construction, and all duct equipment openings will be sealed with plastic. In the event that the HVAC systems must be operated, the return side of the systems will be protected (or closed off if possible). Alternatively, temporary filters over the return air openings will be used (MERV 8 or better). All filtration media will be replaced immediately prior to occupancy.

In addition to the HVAC system, Herb & Legend Marina shall also install polarized-media electronic air cleaners, which create an electric field that polarizes the air particles passing through it, causing them to adhere to a disposable fiber pad. These dynamic air cleaners remove difficult odors but do not require ductwork modifications to install. This technology is non-ionizing and does not generate ozone. Herb & Legend Marina will use these cleaners throughout the dispensary facility and can easily move them to strategic locations.

High-efficiency particulate air (HEPA) filters will be placed in strategic areas inside the dispensary facility, such as the Waiting Room and offices. These filters meet the HEPA standards set by the United States Department of Energy and must remove 99.97 percent of particles that have a size of 0.3 micrometers. Although HEPA filters do not filter out odor molecules like the activated carbon filters do, they mitigate environmental impact by filtering out fine particles that affect air quality, reducing the risk of airborne germ, virus, and allergen transference.

Inhalation Threats

Because the proposed business is a dispensary operation, Herb & Legend Marina does not anticipate any inhalation threats that are typically associated with the manufacture and cultivation of cannabis products. If any external inhalation threats become apparent, such as during a fire or the appearance of a visitor possessing a solvent, Dispensary employees shall support any occupants from the external inhalation threat, following procedures employees will learn in Herb & Legend Marina's initial mandatory training program.

GENERAL BUILDING REQUIREMENTS

Building Code Requirements (Fire Life Safety related)

The height and area of all structures have been designed and detailed for compliance with the City of Marina Building and Fire Code.

The occupancy and construction type of the proposed facility will be determined by the Building Official, and clearly identified by the applicant on the construction plan documents consistent with the requirements of the City of Marina Building and Fire Code.

All fire rated elements in the space will meet or exceed the applicable requirements of the City of Marina Building and Fire Code.

Occupant Load

The design for the occupant load will be based on the City of Marina Building Code Chapter 10. Storage and shipping areas will be based on 300 sq. ft. per person; business areas will be based on 100 sq. ft. per person.

Exiting

The minimum required exit width will be determined by the Building Official as referenced in the City of Marina Building and Fire Code.

Means of egress, including the exit discharge, will be illuminated in accordance with the City of Marina Building and Fire Code.

Accessible means of egress will comply with the City of Marina Building and Fire Code. Accessible spaces will be provided with not less than one accessible means of egress. Where more than one means of egress is required by the City of Marina Building and Fire Code from any accessible space, each accessible portion of the space will be served by not less than two accessible means of egress.

The width of stairways will be maintained as specified in the City of Marina Building and Fire Code.

Exits and exit access doors will be marked by an approved exit sign readily visible from any direction of egress travel. The path of egress travel to exits and within exits will be marked by readily visible exit signs to clearly indicate the direction of egress travel in cases where the exit or the path of egress travel is not immediately visible to the occupants. Intervening means of egress doors within exits will be marked by exit signs. Exit sign placement will be such that no point in an exit access corridor or exit passageway is more than 100 feet or the listed viewing distance for the sign, whichever is less, from the nearest visible exit sign per the City of Marina Building and Fire Code.

Two exits are required from all spaces when the occupant load is greater than 49 occupants and/or the common egress path of travel distance exceeds 75 feet per the City of Marina Building and Fire Code. This facility currently has a total of seven legally complying exits.

Corridors will be fire-resistance rated in accordance with the City of Marina Building Code. The corridor walls required to be fire-resistance rated will comply with the City of Marina Building Code.

All spaces within each story will have access to the minimum number of approved independent exits as specified in the City of Marina Building Code based on the occupant load of the story.

Exits will discharge directly to the exterior of the building. The exit discharge will be at grade or shall provide direct access to grade. The exit discharge will not re-enter a building per the City of Marina Building and Fire Code.

Interior Finishes

Interior wall and ceiling finishes will have a flame spread index not greater than that specified in the City of Marina Building and Fire Code for the group and location designated. Interior wall and ceiling finish materials tested in accordance with NFPA 286 and meeting the acceptance criteria of the City of Marina Building Code, shall be permitted to be used where a Class A classification in accordance with ASTM E 84 or UL 723 is required.

All materials used as interior finishes, trim and decorative materials will comply with the provisions of the City of Marina Building Code as well as the flame spread rating for interior finishes or covered with a thermal barrier. Plastic film, foam plastic insulation and the paper facing on fiberglass insulation must be rated or covered with an approved thermal barrier.

The ventilation, temperature control, lighting, yards and courts, sound transmission, room dimensions, surrounding materials and rodent proofing associated with the interior spaces of buildings will follow the City of Marina Building and Fire Code pertaining to "Interior Environment".

Accessibility

Accessibility requirements, as outlined in the City of Marina Building Code Chapter will be provided throughout the building for individuals with disabilities.

SANITATION PROTOCOLS AND PROCEDURES

In addition to the safety measures outlined above, Herb & Legend Marina shall implement sanitation protocols, policies, and SOPs to maintain the highest standards of health and safety at all times of operation. In particular, Herb & Legend Marina's sanitation practices shall comply with or exceed the requirements specified by the Food and Drug Administration (FDA) Model Food Code.

Herb & Legend Marina shall establish a facility that promotes sanitation and safety. Prior to initial operation, and henceforth on a quarterly basis, the on-site manager shall review and complete the Checklist for Facility Standards to ensure that the dispensary is compliant with all dispensary SOPs as well as the FDA Model Food Code's Checklist for Facility Standards. The on-site manager shall identify any actionable issues and coordinate with the DOO to ensure the implementation of appropriate changes. Herb & Legend Marina shall store all checklists for at minimum four years and shall make them available to the City of Marina or the state of California upon request.

Herb & Legend Marina's dispensary employees will perform sanitation and safety procedures daily.

Training

Herb & Legend Marina will train all dispensary employees on material safety data sheets, including those for any toxic solvents, cleaning agents, or other on-site chemicals or hazardous materials, and on the proper use of personal protective equipment. All training will be documented in each employee's file, including the name of the instructor and the date, duration, and content of the training.

Contamination Prevention

Herb & Legend Marina will follow the guidelines of the Centers for Disease Control and Prevention (CDC), the FDA, and the National Restaurant Association to prevent dispensary employees or facilities from causing contamination.

Dispensary managers, who shall be certified as ServSafe Food Protection Managers, will oversee all procedures to ensure continuous compliance. These procedures include: ServSafe sanitary receiving guidelines:

- Inspect each delivery vehicle for cleanliness and product condition;
- Unload refrigerated products last, verify the temperature conditions they were delivered in, and shift to new refrigerated storage immediately;
- Check and record lot numbers during inventory;
- Verify allergen/label statements;

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Proper personal and surface hygiene:

- Set employee expectations for bathing or showering;
- Set employee expectations for reporting any health issues, particularly those including excessive bodily fluids that may cause contamination, and allow sick leave as required;
- Require fingernails to be kept short;
- Ensure work clothes are clean;
- Follow proper hand washing procedures (See Hand Washing Procedures, below);
- Prohibit any smoking or eating in areas where cannabis or medical cannabis products are handled;
- Ensure that dispensary employees have reasonable opportunities to use toilet and hand washing facilities, and ensure that these facilities are properly stocked and functioning:
- Establish standard cleaning solution preparation and storage (see Labeling and Storing of Toxic Solvents, Agents, and Chemicals, below);
- Follow the Checklist for Daily Sanitation;
- Follow standard cleaning protocols in the event of any ad hoc cleaning requirements;

- Ensure proper storage, such that contaminants are kept separate from saleable products;
- Limit handling, cleaning, and storing saleable products to areas separate from contaminants;
- Wash and sanitize all equipment; and
- Train dispensary employees to point out allergens in products prior to selling them to qualifying patients or caregivers.

Waste Disposal

As a retail business, Herb & Legend Marina will not generate industrial waste. However, certain circumstances will require the disposal of cannabis waste, such as when a customer returns a product or when products in inventory have expired or otherwise do not meet quality assurance standards. An on-site manager shall supervise the disposal of all cannabis waste, following strict SOPs in compliance with California BCC regulations.

In compliance with BCC §5054 and federal guidance for the disposal of controlled substances, all cannabis products shall be removed from their packaging and rendered unrecognizable and unusable prior to disposal. Herb & Legend Marina shall dispose of all cannabis waste directly and shall never sell cannabis waste. An employee will mark cannabis products for disposal and supervise the segregation of these marked materials from viable cannabis product in a secure storage room. Herb & Legend Marina shall store cannabis marked for disposal in a secured and covered disposal bin in a secure storage room, which shall be accessible only by authorized personnel and monitored by video surveillance at all times.

Prior to initiating the destruction of cannabis marked for disposal, a manager will verify that all surveillance cameras covering the designated destruction area are functioning properly. After being rendered unusable, all cannabis waste will be transported directly to a waste disposal facility. Herb & Legend Marina will enter all destruction of cannabis and cannabis waste disposal events into the track and trace system and will maintain all records for a minimum of seven years.

Trash Removal (for items other than cannabis or cannabis products)

The on-site manager will ensure that the facility meets or exceeds required standards for trash removal, including ensuring the presence of waste receptacles in each area of the dispensary where refuse is generated or commonly discarded. The on-site manager will verify at time of purchase that such waste receptacles are durable, cleanable, insect- and rodent-resistant, leak-proof, nonabsorbent, and equipped with tight-fitting lids.

Storage areas for garbage and refuse containers will be constructed so that they can be thoroughly cleaned to avoid creating an attractant or harborage for insects or rodents, and these areas will be large enough to accommodate all required containers to prevent scattering of garbage and refuse. Herb & Legend Marina will maintain all containers and storage areas in good repair and will clean them on a regular basis, and additionally as necessary, to maintain sanitary conditions and prevent the breeding of flies.

Bags for storing refuse shall be transparent to minimize the potential for diversion. For the same reason, Herb & Legend Marina employees shall flatten all boxes prior to disposal.

Daily Trash Removal and Cleaning Protocol

After closing for business and before employees leave every evening, a dispensary employee designated by the on-site manager will complete the Checklist for Daily Sanitation and its required tasks. This checklist will define the responsibility for, and frequency of, removing refuse from the premises and cleaning trash receptacles. Upon completion, the dispensary employee will give the completed checklist to the on-site manager for verification and filing in the dispensary's records.

Clean and Orderly Secure Storage Room

Herb & Legend Marina will prevent the contamination of cannabis and cannabis product by storing it in an approved vault inside a secure storage room; the approved vault shall be a clean, dry location where product is not exposed to splash, dust, or other contamination, and at minimum six inches above the floor. The secure storage room will be kept free from infestation by insects, rodents, birds, and pests, per Herb & Legend Marina's Pest Management Plan detailed below.

Cannabis or cannabis products will not be stored:

- In locker rooms;
- In toilet rooms:
- In dressing rooms;
- In garbage rooms;
- In mechanical rooms;
- Under sewer lines that are not shielded to intercept potential drips;
- Under leaking water lines, including leaking automatic fire sprinkler heads, or under lines on which water has condensed;
- Under open stairwells; or
- Under other sources of contamination.

Finally, to prevent harborage and breeding conditions for rodents and insects, Herb & Legend Marina will store maintenance equipment and cleaning supplies in an orderly fashion to facilitate cleaning of all areas. Herb & Legend Marina will store brooms, mops, vacuum cleaners, and other maintenance equipment in a general storage room in a manner that precludes contamination of cannabis products.

Pest Management

Herb & Legend Marina shall maintain the dispensary facility free of insects, rodents, and other pests by:

- Routinely inspecting incoming shipments of cannabis products;
- Routinely inspecting the premises for evidence of pests (see Checklist for Daily Cleaning and Checklist for Facility Standards);

- Using methods, if pests are found, such as trapping devices or other means of pest control as specified under FDA §7-202.12, §7-206.12, and §7-206.13; and
- Eliminating harborage conditions.

Herb & Legend Marina will train dispensary employees to notify the on-site manager immediately upon detecting insects, rodents, or other pests within the facility. The on-site manager will notify the COO and contact an integrated pest management (IPM) expert who will develop a pest control plan. The on-site manager will oversee the implementation of the plan, with follow-up procedures outlined by the plan and inspected by the IPM expert if needed. Herb & Legend Marina will update all relevant procedures, checklists, training, and manuals to include the new pest management procedures.

Hazardous Materials

Because Herb & Legend Marina will be a cannabis retail dispensary, very few hazardous materials will be used on the premises, except for cleaning supplies, which will be used and stored in accordance with manufacturer recommendations. The following outlines Herb & Legend Marina's SOPs for labeling and storing potentially hazardous materials.

Labeling and Storage of Toxic Solvents, Agents, and Chemicals

The on-site manager will ensure that all toxic cleaning compounds, sanitizing agents, solvents, and pesticide chemicals are properly labeled and stored in a manner that ensures cannabis and cannabis products will not be contaminated. Prominent and distinct labeling will prevent poisonous and toxic materials, including personal care items, from being improperly used. Poisonous or toxic materials at Herb & Legend Marina will always bear a legible manufacturer's label. A dispensary employee will verify labeling daily, using the "Cleaning and Disinfecting" section of the Checklist for Daily Sanitation.

Working containers used to store poisonous or toxic materials such as cleaners and sanitizers taken from bulk supplies will clearly and individually display the common name of the material. Herb & Legend Marina will also label working containers with the specific instructions necessary for proper dilution. When developing the above protocols, the on-site manager will also incorporate the following elements:

- Defining responsibility and frequency for labeling working containers;
- Monitoring compliance;
- Preparing and implementing a written hazard communication program that includes a list of chemicals in the workplace;
- Preparing and maintaining material safety data sheets, including information about hazardous chemicals, first-aid measures, and handling and storage precautions. These sheets will be readily available to employees; and
- Periodically reassessing this procedure to assure that safety objectives are being met.

Herb & Legend Marina will train all dispensary employees on these procedures.

Standards for Cleaning Procedures

Herb & Legend Marina will strictly maintain the cleanliness of any surface or equipment used to store, hold, or display cannabis or cannabis products. Herb & Legend Marina will develop, and the on-site manager will oversee, cleaning protocols that meet or exceed the CDC guidelines for Disinfection and Sterilization in Healthcare Facilities, which Herb & Legend Marina will adopt because, as at healthcare facilities, customers and patients who visit the dispensary may be vulnerable. The protocols developed will include both regular cleaning routines and protocols for promptly and sanitarily responding to messes during business hours, without compromising security protocols.

In general, surfaces and equipment as well as all packaged cannabis products within the dispensary would be classified by the CDC guidelines under Spaulding's Classification of Non-Critical (i.e., items that might come in contact with intact skin, but not mucous membranes or non-intact skin). At Herb & Legend Marina, items in this category will mostly be environmental surfaces, which shall be regularly disinfected. Cleaning protocols will include limits on the duration between launderings of reusable cleaning cloths and mop heads and on how frequently the water disinfectant mixture (an appropriate and approved disinfectant, with preference for naturally-based options) is changed (every three rooms, at minimum). The dispensary will have single-use disposable towels impregnated with a disinfectant (such as Clorox wipes) for spot cleaning as necessary throughout the day.

When developing the above protocols, the on-site manager will incorporate the following elements:

- Defining responsibility and frequency for cleaning and disinfecting each location or item used to store or display cannabis;
- Monitoring compliance;
- Training dispensary employees to ensure they are able to, at all times, answer the question "How do you know that this item has been cleaned and/or disinfected?":
- Labeling cleaned/disinfected items with the date and time of cleaning;
- Assigning a dispensary employee who will oversee the daily sanitation of all storage containers or equipment used to store and display cannabis; and
- Instructing all dispensary employees to maintain the cleanliness of all areas of the dispensary and all equipment used to store or display cannabis.

Bathroom Cleanliness

The ADA bathroom door will be accessible only to dispensary employees and shall be locked and closed at all times to prevent insect and rodent entrance and the spread of disease.

Dispensary employees will maintain the ADA bathroom in a sanitary condition. The on-site manager will establish and oversee a daily cleaning schedule to maintain the facility in a clean and sanitary manner. A dispensary employee shall complete the Checklist for Daily

Sanitation each day. Once finished, the employee will give the checklist to the on-site manager for verification and filing in the dispensary's records.

Cannabis Product Handler Restrictions

Herb & Legend Marina will explicitly train all dispensary employees to report to the on-site manager any personal health condition that might compromise the cleanliness or quality of the cannabis product the dispensary employee might handle. The on-site manager will emphasize this point as part of ensuring that dispensary employees share the vision of a dispensary that places customer and patient health first. Herb & Legend Marina will reinforce this policy by ensuring that all dispensary employees are able to call in sick without penalty on an unlimited basis. Herb & Legend Marina will also establish generous paid sick leave.

During cold and flu season, or during periods when contagious illness is frequent in the community, dispensary managers will be particularly diligent about meeting with and evaluating the health of each dispensary employee before he or she begins working directly with customers or patients.

Hand Washing Procedures

Dispensary employees will keep their hands and exposed portions of their arms clean. Dispensary employees will clean their hands and exposed portions of their arms, including surrogate prosthetic devices for hands or arms, for at minimum 20 seconds using a cleaning compound in a hand washing sink. Herb & Legend Marina will conspicuously post a sign displaying step-by-step hand washing procedures above every hand washing station.

Hand Washing Facilities

Herb & Legend Marina will provide its employees with adequate and convenient hand washing facilities furnished with running water at a temperature suitable for sanitizing hands, as well as disposable towels, a continuous towel system that supplies the user with a clean towel, or a heated-air hand-drying device.

A hand washing sink will provide water at a temperature of at minimum 38°C (100°F) through a mixing valve or combination faucet. A self-closing, slow-closing, or metering faucet will provide a flow of water for at minimum 15 seconds without the need to reactivate the faucet.

Hand cleanser will always be present to aid in reducing microorganisms and particulate matter found on hands. A hand antiseptic used as a topical application or hand dip, or a hand antiseptic soap, will also be provided.

Personal Protective Equipment

Prior to operation, the On-site manager will determine if hazards are present that necessitate the use of personal protective equipment (PPE). When this assessment is complete, the on-site manager will produce a written document that certifies that the workplace has been evaluated and the date of the evaluation. The On-site manager will then create and implement any work practices necessary to prevent employee exposure to hazards. After

mitigating this risk, the On-site manager will make a final determination as to whether or not PPE may reduce or eliminate the potential for injury or illness. If deemed necessary, the On-site manager will select the appropriate PPE and train employees in the following:

- What PPE is required;
- When to use PPE;
- How to use the assigned PPE, including how to put on, take off, and adjust it;
- The PPE's limitations; and
- How to properly care for, maintain, clean, and dispose of the PPE.

Checklist: Facility Standards

To be completed by the on-site manager prior to opening for business and at the start of each quarter thereafter.

Waste Removal

- All waste-handling receptacles are durable, cleanable, insect- and rodent-resistant, leak proof, and nonabsorbent.
- Receptacles and waste-handling units for refuse that contain residue and are not in continuous use are equipped with tight-fitting lids.

Waste receptacles are located in their designated area of use:

- > ADA bathroom
- Hand washing sinks
- waiting room/lobby

[On-site manager to update with additional locations as appropriate prior to using this checklist for the first time]

Cleaning and Disinfecting

- Herb & Legend Marina has ordered and received, at minimum, a four-month supply of cleaning and disinfecting agents to be used on the premises.
- Bulk cleaning and disinfecting agents are appropriately labeled.
- Working containers for cleaning and disinfecting agents are appropriately labeled.
- Working containers for cleaning and disinfecting agents include dilution instructions, as needed.
- Working containers for cleaning and disinfecting agents are in close proximity to areas where they will be frequently used, such that they are easily accessible.

Dispensary Countertops

[On-site manager to update with additional locations as appropriate prior to using this checklist for the first time]

- Hand washing sinks are functional and clean.
- All hand washing sinks are equipped to provide water at a temperature of at minimum 38°C (100°F) through a mixing valve or combination faucet.
- ➤ Herb & Legend Marina has purchased and received, at minimum, a four-month supply of FDA-approved hand soap.
- > Herb & Legend Marina has purchased and received, at minimum, a four-month supply of single-use towels

Hot Water Heater

The heater temperature is set to at minimum 38°C; or such temperature as has been determined to provide 38°C water in the lavatories.

ADA Bathroom

- > FDA-approved hand soap is accessible and labeled.
- Single-use towels are accessible.

Pest Management

> The premises have been inspected for pests.

Name of inspector:

Date of inspection:

In the event that pests have been detected, an Integrated Pest Management Specialist has been contacted and is scheduled to visit the premises for further evaluation on the following date:

Name of Specialist:

Date of inspection:

The following signs have been posted in their appropriate locations:

Sign: Employee Hand Washing Procedure

Posted above all hand washing sinks.

Sign: When to Wash Your Hands

- Posted above all hand washing sinks.
- Posted on storage container for outdated, damaged, deteriorated, misbranded, or adulterated cannabis.
- ➤ Bin is clearly marked "CONTENT MARKED FOR DISPOSAL."
- ➤ Bin is located in Secure Storage Room.
- Bin has tamper-evident seal matching the latest number in the logbook for disposal.

Signatures

By signing below, the following Dispensary Manager certifies that the checklist is true and correct:

Dispensary Manager:

Date of Completion:

After completion of checklist

Copy this checklist and store a copy in accordance with the Record-Keeping SOPs Send the original checklist to the Chief Operating Officer

Checklist: Daily Sanitation

To be completed by Dispensary Employee or janitorial service when cannabis is protected in secure storage, after closing.

Name of Dispensary Employee:

Date Completed:

Time Completed:

Waste Removal

- Waste receptacles have been emptied and cleaned.
- Waste receptacles have been returned to their area of use.

Cleaning and Disinfecting

- > Surface areas where medical cannabis is dispensed have been cleaned, disinfected, and dried.
- > Cleaning and disinfecting agents are appropriately labeled.

Employee Lavatories

- > Hand soap supply has been replenished.
- Single-use towel supply has been replenished.
- > Cleaning and disinfecting agents are appropriately labeled.
- The following lavatory areas have been cleaned:
 - Floors and floor drains
 - Sinks
 - Soap dispenser
 - > Faucets
 - Mirrors
 - ➤ Toilets
 - Urinals
 - Dryers
 - > Towel dispenser
 - Other

The following areas have been checked for pests. Indicate whether or not pests have been detected using Y/N

- > ADA Bathroom
- Waiting Room
- Secure Storage Room
- General Storage Room
- Dispensary Department
- Manager's Office
- Employee Break Room

- > Reception
- Receiving Office

Signatures

By signing below, the following Dispensary Manager and Employee certify that the checklist is true and correct:

Dispensary Manager:

Dispensary Employee:

After completion of checklist

Copy this checklist and store a copy in accordance with the Record-Keeping SOPs. Send the original checklist to the Chief Operating Officer.

Sign: Employee Hand Washing Procedure

To be posted above all hand Washing stations.

[This may be replaced by an equivalent sign provided by a government agency]

- > Rinse under clean, running warm water.
- > Apply an amount of cleaning compound recommended by the cleaning compound.
- ➤ Rub together vigorously for at minimum 10 to 15 seconds while:
 - o Paying particular attention to removing soil from underneath the fingernails;
 - $\circ\quad$ Creating friction on the surfaces of the hands and arms; and
 - o Thoroughly rinsing under clean, running warm water.
- Dry hands with towel or air-drying device.

Sign: When to Wash Your Hands

To be posted in Employee Break Room and ADA Bathroom

[This may be replaced by an equivalent sign provided by a government agency]

- Before starting work;
- > After breaks and lunch;
- After touching bare human body parts other than clean hands and clean, exposed portions of arms;
- After using the lavatory;
- After coughing, sneezing, using a handkerchief or disposable tissue, using tobacco, eating, or drinking;
- > After handling soiled equipment;
- After any cleaning procedures;
- As often as necessary to remove soil and contamination and to prevent cross-contamination when changing tasks;
- > Before donning gloves to initiate a task that involves working with cannabis;
- After handling cash and before moving to a non-cash-handling role at the facility; and
- After engaging in other activities that contaminate the hands.



PROPOSED PLAN - FIRE SAFETY

1" = 10'-0"

LEGEND



FIRE EXTINGUISHER (2A/10BC)



EXIT SIGN



FIRE SPRINKLER SYSTEM



FIRE ALARM PANEL



KNOX KEY BOX



FIRE DEPARTMENT CONNECTION (F.D.C.)



EMERGENCY EGRESS PATH



HELEO.CO +

HERB AND LEGEND CITY OF MARINA, CA.

PROJECT ADDRESS: 3343 PAUL DAVIS DRIVE, MARINA, CALIFORNIA 93933

APN #:033-281-025



FIRE SAFETY PLAN

Project number 1909 Date 6/4/2

Date 6/4/2019
Drawn by Author
Checked by Checker

A105

Scale As indicated

LOCAL ENTERPRISE PLAN – MARINA GBE 007, LLC, DBA, HERB & LEGEND MARINA

GOALS

Golden Bear Equity, DBA, Herb & Legend Marina has identified the following goals to be accomplished through the implementation of its Local Enterprise Plan:

Community Development within Marina: hiring at least eight members of the local community and promoting economic viability for the city

Diversity: prioritizing the hiring of Marina residents as well as disadvantaged individuals and victims of discrimination

Empowerment: educational and professional training opportunities that would otherwise be inaccessible to disadvantaged groups residing in the Community **Access**: maintaining a facility that is hospitable and accommodating to employees of various backgrounds and physical abilities

Compassion: the development of a company culture that is driven by respect and compassion

Accountability: for all employees, in particular leaders and stakeholders that may act from a position of authority.

DIVERSE HIRING

An everlasting devotion to hiring Marina locals will be incorporated into Herb & Legend's hiring process. Per the Local Hiring Plan, Herb & Legend will offer promotions and leadership opportunities to existing employees before looking to hire externally.

Herb & Legend is committed to prioritizing employment opportunities to local Marina residents aged 21 and over exclusively. Moreover, Herb & Legend will highlight diversity as a key component of its hiring approach. Race, ethnicity, sexual orientation, socioeconomic, status, disability status, and any other demographic factors are all celebrated amongst the Herb & Legend staff and the composition of the team will reflect their values

Herb & Legend's Operations Manager will be directly responsible for monitoring all hiring to ensure that the applicant's diversity and community-focused goals are met. The Operations Manager will also be responsible for investigating and reporting all complaints of discrimination.

It is the policy of the Herb & Legend to maintain equal opportunity and access to employment to any and all persons regardless of age, race, class, gender, sexuality, religion, nation of origin, and physical or mental disability. The Local Hiring Plan has therefore been designed to exceed the standards required by the Equal Employment

Opportunity Commission (EEOC), and in doing so, recognizes additional protected classes as defined by:

- •Age Discrimination Act, which protects individuals over the age of 40
- •The Americans with Disabilities Act, protecting individuals possessing a wide variety of physical Disabilities
- •Genetic Information Nondiscrimination Act, which forbids discrimination based on the nature of one's family and/or genetic information
- •The Vietnam Era Veterans Readjustment Assistance Act of 1974, which protects against discrimination against an individual based on military background and or current mental or physical status as a result of that service
- •The Employment Discrimination Act, although pending, will protect individuals against discrimination based on sexual orientation

LOCAL RECRUITMENT

As Herb & Legend grows as a company, those responsible for staff development will consistently be able to address new hiring needs on a fluid basis. If new positions are available, those responsible for recruitment will first look within the current team for potential fits for the new position. Any new hires beyond the current staff will be focused within the Marina area. Again, Herb & Legend plans to emphasize local hiring as much as possible, with an accentuation on diversity, social equity and providing economic opportunities for local residents. Setting this standard will help Marina achieve its goal of ensuring jobs for local community members which will directly impact positive economic development and growth for the City of Marina.

Herb & Legend understands that to staff a diverse and multicultural team of employees, new channels of communication must be established. This requires the mobilization of social networks and strategies that have been previously ignored, and include:

- Posting job calls in local print outlets, such as community journals and newspapers that have been published by local leaders or have been marketed toward people of disadvantaged groups
- Posting job calls in areas that are frequented by a diverse population of individuals, including local colleges and universities
- Advertising that on the job training will be provided to individuals as to broaden the variety of applications received.

PROFESSIONAL DEVELOPMENT FOR STAFF

Employees will be encouraged to participate in ongoing professional development efforts throughout Marina to develop business relationships that can help Herb & Legend instill itself as a community fixture. Herb & Legend will cover any expenses related to events that would enrich staff education, such as conferences, conventions, City Council meetings, opportunities to interface with vendors, or anything else that might bring Marina-specific expertise back to Herb & Legend.

CALIFORNIA STATE UNIVERSITY MONTEREY BAY UNIVERSITY INTERNSHIP PROGRAM

Herb & Legend will actively invest in the next generation of entrepreneurs by forming strategic partnerships with California State University Monterey Bay (CSUMB). This outreach will serve two purposes:

- 1) This partnership will develop a strong alliance with top universities, providing access to networks of professionally trained, entrepreneurs of diverse standing that are eager to enter the workforce
- 2) Create professional mentoring opportunities for young professionals

Herb & Legend's proximity to California State University Monterey Bay offers unique pathways for collaboration. Specifically, Herb & Legend wants to use its position of influence as a new business to help boost the local economy and provide the professional footing for young minds in Marina. The university makes a commitment to being integrated with other institutions and is always actively seeking partnerships across institutional boundaries. Herb & Legend's two-track internship program for students, whether undergraduate or graduate, who are over the age of 21 will enable students to gain unmatched experience in a business context and create pathways for long-term job security and growth in the new cannabis industry

Track 1: Business Development

Interns will gain insight into the big picture approach to running a cannabis business. Internship focuses will include:

- Staff Development
- Compliance
- Front End Support/Customer Service
- Marketing
- Sustainability

CITY OF MARINA - COMMERCIAL CANNABIS BUSINESS APPLICATION: RETAIL

Track 2: Operations

Interns will be a part of Herb & Legend's product procurement, with cannabis-specific training on:

- Sourcing
- Strains and Strain Selection
- Manufacturing techniques
- Track-and-Trace/Reporting

Internships will be paid and any efforts to support the intern in the form of letters of recommendation, signing off on practicum hours, or other educational requirements will be made subsequently.

VETERANS TRANSITION CENTER OF MONTEREY COUNTY HIRING PROGRAM

In coordination with the Veterans Transition Center of Monterey County, Herb & Legend will always have at least one veteran on staff who has moved through the organization's program and is ready to get back into Marina's workforce. This program will not only ensure that Herb & Legend is making a commitment to keeping the hiring of employees within Marina, but incorporating a member of a disadvantaged population that has been rehabilitated and able to join Herb & Legend's staff demonstrates a dedication to community integration.

HANDLING ALL BUSINESS NEEDS LOCALLY

Anything from insurance needs to the purchasing of business materials and toiletries will be handled by businesses operating in the City of Marina. As a local enterprise that is loyal to Marina and all of the organizations that call Marina home as well, Herb & Legend is dedicated to supporting the local business community and keeping commerce within the confines of the city. Herb & Legend will do meticulous research to vet Marina businesses for expertise and overall potential to achieve a high level of contribution to Marina and its vibrant economy.

NEIGHBORHOOD COMPATIBILITY PLAN – MARINA GBE 007, LLC, DBA, HERB & LEGEND MARINA

Herb & Legend and its staff will put forward an endless effort to prevent its operations from impacting the surrounding neighborhood negatively in any way, shape, or form. As a cannabis business that holds discretion, safety, and integrity to a high standard, Herb & Legend will operate responsibly and effectively each and every day in hopes of contributing to a better Marina. Herb & Legend will never be the source of any type of public nuisance, and the ownership team, staff, and anyone else affiliated with Herb & Legend will always look for ways to prevent public nuisances sourced elsewhere no matter the circumstances. Herb & Legend will also operate as an environmentally friendly cannabis business on the cutting edge of sustainable practices to enforce its compatibility with the community's values of resource conservation and beneficial land use. Furthermore, with the Marina Station Development on the horizon just to the North of the facility, opportunities will arise for Herb & Legend to help other new businesses in Marina uphold the same level of compatibility with their operations.

COMPATIBILITY EFFORTS

Designated Contacts and Neighbor Transparency

Pursuant to Section 19.02.100 items A through J of the Commercial Cannabis Ordinance, Herb & Legend will provide the Marina Police Department as well as the Monterey County Sheriff with the name, phone number, alternative phone number, and email address of an onsite community relations staff member in the event of any operating problems identified. In addition to the police and sheriff departments, each property owner within 100' of Herb & Legend will be provided with the same contact information of the designated representative should any issues that need to be reported arise. If there are any changes in the designated representative or any staff members are added to the community relations team, Herb & Legend will update all aforementioned parties. Herb & Legend will always encourage neighbors to contact the community relations representative with questions and concerns, as there will be an ongoing effort to build communication and overall relationships throughout Marina.

In the event that a neighbor's concern needs to be escalated to a higher level, Herb & Legend will have an onsite manager responsible for overall operation throughout all business hours. A separate staff member will be designated as a 24-hour on call representative in the event that neighbors have problems or need to communicate after business hours. The Marina Police Department, Monterey Sheriff's Department, and all neighbors within 100' of the facility will be provided with the contact information of these staff members as well.

Letters of Supports from any Property Owners within 250'

Herb & Legend will provide Letters of Support from all property owners within 250' of the facility. These letters will signify the respective neighbor's approval of Herb & Legend's operations including their efforts to be compatible with the neighborhood in every way possible. These letters will also include acknowledgements of Herb & Legend's plans to bring about prevent and seek out ways to minimize public nuisances, such as smoking; creating a noise disturbance; drinking; loitering; littering; and graffiti.

Follow-Up Survey to Letters of Support from any property owners within 250' Herb & Legend will be fully compliant with the city's request to procure letters of support from neighboring businesses within 250' of the property. In order to maintain that support over time as the company grows and build business relationships, Herb & Legend will send follow-up surveys to the same neighbors within the 250' radius to ensure that the same level of support is provided and to see if there are any improvements that could be made. Feedback from neighbors will be necessary to prevent any downturns in Herb & Legend's efforts to integrate into the community and

1) Does Herb & Legend still have your neighborly support as outlined in the letters of support submitted to the City of Marina during our application phase?

continue to develop community cohesion. The following questions will be included in the

- 2) Have you noticed any changes in Herb & Legend's impact on the surrounding neighborhood?
- 3) Have you noticed any aesthetic or signage issues that need to be addressed?
- 4) Is there anything that you would suggest Herb & Legend improve on to further benefit the surrounding area?
- 5) Have you noticed any cannabis odors or any debris from cannabis packaging?
- 6) Feel free to provide any additional comments

survey:

In asking these questions of its neighbors in the form of a biannual survey, Herb & Legend will be able to stay on top of its efforts to blend into the community visually and maintain adequate levels of upkeep both inside and outside of the facility. Continuing to strengthen relationships with neighboring businesses through communication and feedback will be instrumental in remaining compatible within the neighborhood over time.

Part of Herb & Legend's neighborhood compatibility endeavors will be the monitoring of local crime rates and staying on top of any happenings within the surrounding area to

ensure that no neighbors are impacted negatively. The community relations representative highlighted in the Local Enterprise Plan will be responsible for monitoring local crime rates using the Marina Police Department Crime Logs, the Monterey County Sheriff crime blotter and ancillary sources such as NeighborhoodScout.com to keep track of crime and identify any trends they may find. A report with crime statistics, narrative describing any events or changes, and any other relevant information will be included as part of the Follow-Up Surveys as from of transparency and community support. Herb & Legend wants to be a driving force in instilling a high level of integrity for other businesses in the area and any new businesses that arise.

The community relations representative will undergo training in the beginning of their employment at Herb & Legend as well as continued education on how to effectively look out for the business and surrounding community.

In the event that the community relations representative notices a crime trend in the area or discovers any adverse crime impacts to Herb & Legend or its facility, he or she will write a formal report and contact the Marina Police Department for filing. Transparency between Herb & Legend, its staff, and any law enforcement agencies within Marina or Monterey County will be upheld as a company value in order to promote safety, security, and symbiosis between Herb & Legend and its neighbors.

Signage

In compliance with Section 19.02.080 of the Marina Commercial Cannabis Ordinance, a sign displaying the following language will be posted in a conspicuous location:

"This retail facility 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"

An additional sign providing registration confirmation will be placed alongside the age affirmation displaying the following language:

"This retail facility is registered in accordance with the laws of the City of Marina. The sale of marijuana and the diversion of marijuana to persons 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."

All signage will comply with Marina Municipal Code 17.40 and 17.59.. Herb & Legend will not have an appurtenant sign as a method of concealing business activities and

operating with maximum discretion. Sign placement will fall within the guidelines outlined in section 17.59.020. Prior to sign placement, Herb & Legend will obtain a signage permit from the City of Marina. In coordination with Sections 17.59.100 and 17.59.110, any Herb & Legend signage will be maintained so as to avoid any aesthetically unappealing degradation and placement of the sign will not interfere with any obstructions to doors, windows or fire escapes, or traffic signals. No high intensity lighting will be implemented, and any lights used will be shielded or diffused in such a manner as to eliminate the possibility of conflict with safe traffic movement. Herb & Legend will never use any animated, characterization, vehicle-based, portable, or rooftop signs. Billboards will also be conceptually prohibited by the Herb & Legend marketing team.

Prohibitions

In coordination with Section 19.02.110 of the Commercial Cannabis Ordinance, there will be absolutely no consumption of cannabis onsite at Herb & Legend's facility at any point in time. The sales and consumption of tobacco and alcohol are also strictly prohibited. Finally, staff members will never engage in product testing onsite, regardless of the consumption method. Operations will be conducted in a way that prevents cannabis odor from exiting the facility. Herb & Legend will take a stringent approach to graffiti. Any graffiti that ends up on Herb & Legend's property will be promptly removed within 24 hours of its discovery. Littering by customers and staff members alike will also be prohibited and adequate receptacles will be placed where necessary.

FACILITY ENERGY USE

Sustainability & Environmental Stewardship

Herb & Legend is committed to operating as a sustainable business with the highest level of environmental consciousness attainable. Sustainability goals include reducing fossil fuel consumption, recycling of every material possible, fitting the facility with efficient electrical and lighting components, and much more.

Alternative Energy

Herb & Legend will have a consultation with Scudder Solar Energy Systems, a Marinabased solar energy company, to determine whether or not the facility is a candidate for solar energy use. If deemed a candidate for solar power, Herb & Legend will outfit the facility with an extremely efficient solar power system. Additional forms of alternative energy will be considered and implemented in any scenario possible.

Lighting

Efficiency will be at the heart of Herb & Legend's lighting system. The use of LED light fixtures wherever possible is the most effective way to incorporate this best management practice. In areas where LED lights are not feasible, compact fluorescent lights (CFL) will be used, which are still more efficient than traditional incandescent light bulbs.

Environmentally Conscious Design

The facility's minimal square footage and design for climate control capabilities will assist Herb & Legend in limiting HVAC energy consumption. The cannabis storage space will be located in the back of the space to prevent extreme temperature fluctuations with the door being opened and closed upon customer entry and exit. Designing the facility as such will reduce the burden placed on the HVAC system to attain stability of internal conditions reducing electricity costs and this fossil fuel use. This forward-thinking best management practice will guarantee the highest quality and storage capacity possible for Herb & Legend.

Air Quality

Herb & Legend will outfit its facility's ventilation system with carbon filtration technology to achieve the best air quality outcomes possible. This is a best management practice that is used throughout the cannabis industry and will help Herb & Legend purify incoming air circulation for its customers and outgoing air circulation for the environment.

Herb & Legend acknowledges that the odor produced by the presence of cannabis may present a public nuisance to the immediate community and a financial threat to

neighboring businesses. In order to mitigate these risks, Herb & Legend will take the required actions to ensure that all air is scrubbed properly and continually to eliminate any potentially offensive odors or smells.

Herb & Legend recognizes that this will require that the dispensary atmosphere be scrubbed and flushed at least once per minute. All air scrubbing efforts maintained by the Company will occur in addition to the OSHA compliant HVAC system that will be installed on the premises.

The Dispensary Supervisor and Product Intake Manager will supervise the installment and maintenance of an air treatment system to ensure there are no offsite odors, including cannabis odors. Additionally, security and all staff members will be trained to immediately report any odor problems to the Dispensary Supervisor or the Product Intake Manager. The Product Intake Manager will maintain the odor control system, and will be responsible for scheduled routine maintenance and emergency repairs. The Dispensary Supervisor will, on an annual basis, review Herb & Legend's Odor Elimination policy to determine if material upgrades are required to continue ensuring an odor-free environment both inside and outside of the dispensary.

Herb & Legend will utilize a series of forced-air, high-velocity induction fans to eliminate any offensive odor that may result from the presence of medical cannabis. These fans operate in conjunction with specific industrial-grade purification filters that rely on activated, high-capacity carbon to remove any volatile organic compounds that may be present in an airstream. These fan and filter combinations are capable of scrubbing approximately 1,000 cubic feet of air per minute, and will be placed strategically throughout the dispensary facility.

Herb & Legend will utilize an HVAC system that at all times maintains negative air/atmosphere pressure. That is, all ducting and ventilation will be installed such that no air escapes the dispensary facility when doors are opened. Instead, per the design and installation of the HVAC, air flow will be drawn into the facility and scrubbed for odor before being exhausted from the building.

Paperless Recordkeeping

Email will serve as the preferred method of communication between all parties involved in running or supplying the facility. This best management practice will allow Herb & Legend to reduce company-wide resource consumption, paper waste and contributions to deforestation. Cloud-based inventory tracking and recordkeeping will also reduce the amount of paper that Herb & Legend uses. Electronic records may include financials, compliance documents, personnel information, transaction logs and much more.

Comprehensive Approach to Recycling

Herb & Legend will always practice the Three R's of Sustainability: Reduce, Reuse, Recycle. Separate recycling containers will be placed throughout the facility for both employees and patrons and Herb & Legend will coordinate with the Monterey Regional Waste Management District for regular pickups. Electronic waste will also be collected and brought to Green Waste Recovery for recycling whenever possible.

Herb & Legend will emphasize sustainability internally, but part of being compatible with the neighborhood involves encouraging the residents of Marina to be stewards of the environment as well. In an effort to promote recycling community-wide, Herb & Legend will offer a discount program to those patrons who bring their packaging from previous visits back for reuse so long as such a program is permitted by local law. Such a program will encourage Herb & Legend's patrons to play an active role in reducing waste across the board in the cannabis industry as well as minimizing the packaging waste that Herb & Legend must account for.

Herb & Legend will also join the California Green Business Network and stay current on any Cal-Recycle initiatives that come about. The end goal of Herb & Legend's sustainability plan, specifically its comprehensive approach to recycling, is to become a certified Zero Waste Business, defined by the state as a business that maintains the philosophy of redesigning products and consumption, so that all material goods can be reused or recycled or not needed at all. The company will also set its sights on joining the California Resource Recovery Association to further build on top of its initial sustainability efforts.

Finally, Herb & Legend will stay current with respect to new developments in sustainable business ventures and will incorporate new best management practices to be stewards of the environment in every possible scenario. The organization will strive to meet and far surpass the sustainability goals of both the City of Marina and the State of California.

Transportation

Herb & Legend will offer employees incentives to carpool, use public transportation, or ride a bicycle to work. In using the Local Hiring Plan outlined in the Local Enterprise section of this application, Herb & Legend will be able to guarantee that using more sustainable methods of transportation is feasible for all of its employees. Additionally, the applicant will make reasonable accommodations with respect to work schedules, number of hours, and other items for employees making an effort to travel in a more green fashion.

Green Business Materials and Toiletries

The selection of business supplies and staff accommodations will be made with environmental consciousness in mind as well. All sanitizing agents and cleaning compounds will need to be approved by the EPA for use onsite at Herb & Legend. A heightened level of attention to sustainability will be incorporated with respect to the chemical compounds found in any cleaners or sanitizing agents at Herb & Legend. All Material Safety Data Sheets for any compounds used onsite will be kept in an accessible location. Employees will be trained to properly use such compounds and the necessary precautions when using any potentially hazardous compounds if any.

Alignment With State Climate Change Goals

In 2009, the state developed the California Climate Adaptation Strategy as a way to familiarize the population with its goals along with providing some insight into its overall approach to finding solutions to the problem. Some of the guiding principles outlined in the California Climate Adaptation Strategy are:

- Using the best available science in identifying climate change risks and adaptation strategies.
- Understanding that data continues to be collected and that knowledge about climate change is still evolving.
- Involving all relevant stakeholders in identifying, reviewing, and refining the state's adaptation strategy.
- Establish and retain strong partnerships with federal, state, and local governments, tribes, private business and landowners, and non-governmental organizations to develop and implement adaptation strategy recommendations over time.
- When possible, give priority to adaptation strategies that modify and enhance existing policies rather than solutions that require new funding and new staffing.
- Understand the need for adaptation policies that are effective and flexible enough for circumstances that may not yet be fully predictable.

Herb & Legend's approach to environmental consciousness will be forward thinking to address climate change and every negative impact that climate change may have on Marina. The community relations representative, in coordination with the Operations Manager and the rest of the management team will be constantly looking for ways to familiarize its staff with any new developments in climate change research, environmental policy, sustainable technology, or anything else that may help advance Herb & Legend's position as an agent of the state in protecting and enhancing the environment.

ETHICAL AND RESPONSIBLE SOURCING

Environmental consciousness comes in many forms and in the cannabis industry, the number of different ways to practice sustainability are essentially endless. Herb & Legend intends to take initiative as a leader in the Marina cannabis space and use sustainable practices at every juncture. The employees responsible for procuring cannabis and/or manufactured cannabis products will be trained target vendors who display the highest level sustainability practices. Whether it be the vendor's growing methods, packaging approach, facility design, or any other factor that contributes to a more sustainable end product, focusing on this element of inventory control will ensure that Herb & Legend aligns itself with the idea of a cleaner, more efficient Marina. Staff education will be ongoing so that any buyers or other employees involved in procuring inventory will be up to date on current product offerings or the rise of new sustainable companies.

The Flow Kana cultivation collective is an exemplary licensee that has implemented organic cultivation practices since its inception. In fostering a unique and harmonious relationship between the farm, the genetics, and the local conditions collective members are able to produce cannabis that is both sustainably grown and of incomparable quality. Herb & Legend will first partner with Flow Kana to begin its mission for ethical and sourcing, with vendors of the same sustainability caliber to follow.

AESTHETIC COMPATIBILITY

One of Marina's main goals is to grow into a city designed for and attractive to pedestrians with most of the businesses, housing, and community facilities within walking distance of each other. While Herb & Legend is relatively out of the heart of Marina of its far Northern edge, the facility will uphold all of the same aesthetic and efficient principles that Marina is targeting for businesses.

The exterior of Herb & Legend's facility will be designed in a way that blends with the overall aesthetic of Marina both internally and externally. Additionally, an emphasis will be placed on discretion, with certain fixtures like a dense tree canopy at street level helping achieve minimal visibility from public view. All parts of the parking lot will be landscaped with local vegetation that supports local ecosystems and wildlife in mind and Herb & Legend will never get any of its landscaping fixtures become unsightly.

MONTEREY COUNTY BUSINESS COUNCIL WELLNESS AND LIFESTYLE CLUSTER

Since the Competitive Clusters Initiative was implemented in 2003, Monterey County and its city jurisdictions have experienced significant growth and development. This program has allowed companies to collaborate and pool resources to achieve common goals within their respective industries. Following in the footsteps of many other businesses who are trying to bring collective good to the city and county overall, Herb & Legend will join the Wellness and Lifestyle cluster with fellow like-minded organizations in Marina.

Integrating into this program will present Herb & Legend with opportunities that cannabis businesses are rarely afforded. First and foremost, the identification of challenges and potential issues on the horizon will be at the forefront of the cluster's overall strategy. Regular meetings with other business leaders in the cluster on a regular basis will allow Herb & Legend to directly assist in enhancing development, creating economic strategies, and shaping policy for a better Monterey.

As a member of the Wellness and Lifestyle Cluster, Herb & Legend will also play a massive role in continuing to bring about a new level of emphasis on health and wellness for the residents of Marina and the rest of Monterey County. Herb & Legend will be able to use its position of influence within the Wellness and Lifestyle Cluster to help improve health and wellness outcomes throughout the city. Each day there is more research that conveys the true wellness power of cannabis to improve conditions in the human body and mind. Membership in the Wellness and Lifestyle Cluster enables Herb & Legend to keep other business owners and community members informed with respect to how the plant can make a positive impact on the community through the lens of wellness promotion. Synergizing with other organizations in Marina's health and wellness space through membership in the Wellness and Lifestyle Cluster will only strengthen efforts to uphold the city's core value of enhanced quality of life for all of its residents.

SETTING THE STANDARD FOR FUTURE BUSINESSES IN THE MARINA STATION DEVELOPMENT

With the Marina Station Development plans getting the green light to move forward, there will be exciting new opportunities in Marina. Being so close to this 320-acre residential and commercial complex on a portion of the Armstrong Ranch will give Marina the chance to really ascend, becoming a fixture of the Central Coast alongside other cities like Monterey, Pacific Grove and many others. Throughout this project, it will be imperative for city leaders and other stakeholders to take action steps with the city's overall goals in mind. Herb & Legend plans to be an agent of the City of Marina throughout this process, setting a prime example of strong business practices, minimal consumption of nonrenewable resources, efficient land use, and aesthetic quality.

Herb & Legend is positioned right on the edge of this proposed development, with Del Monte Boulevard and Paul Davis Drive intersecting just North of the facility on the proposed development's Southern portion. This geographical positioning is extremely advantageous for various reasons with respect to neighborhood compatibility. Herb & Legend finds itself at the gateway to this new section of town and has the chance to maintain a position of influence for how businesses conduct their operations to prevent public nuisances in Marina Station. Herb & Legend's environmentally conscious sustainability plan for its design and layout will set the standard for new businesses in Marina Station that want to help the city achieve its goals of nonrenewable resource protection. The steps that Herb & Legend will take to give back to the community outlined in the Community Benefits Plan will serve as a template for how new businesses will integrate themselves into their community and make a perpetual effort to give back.

Not only will Herb & Legend be completely devoted to upholding the city's values and being compatible with its surrounding neighborhood, but the organization will become a guiding community force, assisting new Marina Station businesses in their own neighborhood compatibility efforts.

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COMMUNITY BENEFITS PLAN – MARINA GBE 007, LLC, DBA, HERB & LEGEND MARINA

With an eye towards diversity, economic viability, and sustainability, Herb & Legend will uphold all of the city's core values in an effort to elevate the community to new levels. Herb & Legend will also achieve a high level of effectiveness in giving back to the community through partnerships with local businesses and non-profit organizations, hiring programs and recruitment that keeps economic gains within the city of Marina, and sustainability efforts towards minimizing the impacts of urban sprawl.

Having a tight-knit community allows for knowledge translation between businesses, the growth of relationships between community members and stakeholders, and the furthering of Marina's economic vitality through keeping from locals and tourists alike within the confines of Marina.

COMMUNITY SERVICE

Efforts towards building an active, safe and sustainable Marina will be ongoing for Herb & Legend . Through partnerships with local organizations throughout the public and private sector and an internal team emphasis on community service, Herb & Legend will soon ingratiate itself as a building block for a stronger and more integrated Marina. Overtime, Herb & Legend will serve as an ambassador for the community and become an influential model for other businesses' commitment to give back.

EVENTS

Beach/Community Cleanups: The cornerstone of Marina is its presence on the breathtaking Central Coast of the Pacific Ocean. In an effort to maintain the beach community's environmental health, Herb & Legend will maintain a rotating schedule of beach cleanup participation with multiple nonprofit organizations who sponsor such events. Herb & Legend will work with the following organizations to maintain and improve the aesthetic qualities of Marina:

- Sustainable Marina
- Keep Monterey Clean
- The Surfrider Foundation of Monterey County

Additionally, Herb & Legend will make an annual commitment to have every staff member participate in Coastal Cleanup Day sponsored by SaveOurShores.org. This year, Coastal Cleanup Day is on 9/21 and all team members will be signed up within the first few weeks of operation. Herb & Legend will perpetuate an endless effort to keep Marina's beaches clean, safe, and gorgeous on an annual basis.

Coffee With A Cop: Founded in 2011, the Coffee With A Cop is a program that allows city residents to interface with members of the local police department and gain insight into how the police department is working to make their jurisdiction a safer place. These meetings occur both on National Coffee With A Cop Day and throughout other times of the year depending on the location. Once per financial quarter, Herb & Legend will financially and promotionally sponsor Coffee With A Cop events at Marina Donuts and Bagels. Marina residents will have the chance to ask the police department representative any questions they would like and further understand the dynamic between the police department and the overall community. There will also be a specific section of the talk regarding any updates the police department might have on cannabis-related topics such as efforts to efforts to diminish the presence of the illegal market in Marina. These events will be held each year that Herb & Legend is in operation and the team will look for ways to hold more meetings if the police representatives' schedules permit.

PARTNERSHIPS

Communities for Sustainable Monterey, Marina Action Group: This organization makes a community-wide effort to "meet the challenge of declining resources and climate change by helping our communities transition to sustainable practices. The Marina chapter of Communities for Sustainable Monterey strives to provide educational opportunities for the community, influence environmental policy, and directly work on projects to enhance Marina's natural beauty and ecosystems. The organization accomplishes these goals in a variety of ways and some are more complex than others. In addition to joining the Marina Action Group underneath Communities for Sustainable Monterey, Herb & Legend will become an active participant in Monterey's Sustainable Moments initiative, using the available collateral materials to promote sustainability for those visiting Marina.

Max's Helping Paws: Herb & Legend will become a Fundraising and In-Kind/Promotional Partner with Max's Helping Paws, an organization that help individuals with economic assistance for pets with medical conditions and special needs. Becoming this type of partner with Max's Helping Paws involves consistently scheduled donations to the organization to prop up the financial allocations for the pet services they provide as well as displaying promotional materials at the front counter of Herb & Legend 's facility to draw attention to the organization and its efforts. Many of Herb & Legend 's customers will be pet owners and comprise the perfect audience for increased promotion of Max's Golden Paws. Donations will be dispersed on an annual basis and

additional donations will be made accordingly depending on the organizations situational needs.

Animal Friends Rescue Project and Picture Perfect Grooming: This community service venture will provide countless benefits to the residents of Marina in various forms. Herb & Legend will work with the Animal Friends Rescue Project to determine which pets in their care need homes the most and which pets in their care have the highest likelihood of getting adopted. Herb & Legend will then coordinate with Picture Perfect Pet Grooming, which is right around the corner from Herb & Legend 's proposed location, to host annual adoption fairs for the Animal Friends Rescue Project at their facility. Herb & Legend will promote the adoption fairs at its own facility as well as at the locations of the Animal Friends Rescue Project and Picture Perfect Grooming. According to the Centers for Disease Control and Prevention, "studies show that owning a pet can increase fitness, lower stress, and bring happiness to their owners." With the adoption fairs, Herb & Legend will greatly contribute to improved quality of life for Marina residents while joining forces with two of the most prominent businesses in the Marina's local pet industry and finding homes for their rescue animals. Having an additional outlet for adoptions will also help Animal Friends Rescue Project take in more stray animals off the streets and keep Marina cleaner and safer.

Yellow Brick Road Benefit Shop: Partnering with this organization will give Herb & Legend the chance to improve education outcomes for young people in Marina. The Yellow Brick Road Benefit shop is a store that sells gently used items and returns the net proceeds to worthy Monterey area charities and scholarship funds. Herb & Legend will develop a strong donation network for the Yellow Brick Road Benefit Shop by hosting regular item drives for donations of clothing, books, and other items at their facility on a regular basis. Herb & Legend will also work directly with the Yellow Brick Road Benefit Shop to ensure that the financial allocations from Herb & Legend -sourced donations will go towards the educational development of a young individual in Marina to ensure that the benefits of this community service effort stay within the city.

Monterey Bay Horticulture Supply: Herb & Legend will seek the experience and knowledge of the professionals at Monterey Bay Horticulture Supply to bring about a new level of attention to sustainability and organics in the community. Through working with this local business to develop an educational series of gardening classes for Marina residents, Herb & Legend will be backing the same business that supports many of Monterey's farmers on an annual basis. The curriculum of the classes provided by the joint venture between the two businesses will include plant selection, native plant specialization, organic methods, reducing waste in the garden, and much more. At no point will Herb & Legend, its staff, or any partnership it has with Monterey Bay

Horticulture Supply promote or offer information on cannabis cultivation to uphold community safety and discretion standards.

CHARITABLE DONATIONS

In an effort to help the city achieve its goals of equitable housing, efficient transit, and genuinely pleasant environment, Herb & Legend will filter its community benefits approach through the lens of charitable donations to organizations that will help achieve these goals. The organizations that will receive donations along with their mission are listed below:

Community Homeless Solutions

- Mission: To lead in ending the cycle of homelessness or violence by providing safe housing, compassionate support, and opportunities for self-sufficiency through outreach, emergency shelter, transitional housing and supporting services.
- Donation Amount: One (1) Percent of overall gross revenue
- Donation Frequency: Once Annually

100+ Women Who Care on the Central Coast

- Mission: to continual financial support of Monterey County non-profit organizations by rallying 100+ women to come together in support of local charities and through our collective fundraising efforts
- Donation Amount: One (1) Percent of overall gross revenue
- Donation Frequency: Once Annually

Veterans Transition Center of Monterey County

- Mission: to provide services for homeless Veterans and their families
- Donation Amount: One (1) Percent of overall gross revenue
- Donation Frequency: Once Annually

Animal Friends Rescue Project

- Mission: to provide services for pets with special needs or medical conditions and their owners
- Donation Amount: One (1) Percent of overall gross revenue
- Donation Frequency: Once Annually

One Starfish Safe Parking and Supportive Services

 Mission: to find adequate housing, a source of increased income, and access to healthcare for all of its guests

- Donation Amount: One (1) Percent of overall gross revenue
- Donation Frequency: Once Annually

INTERNAL EMPHASIS

Staff Community Service Requirement

Each employee will be responsible for completing 5 hours of community service per quarter. Community service hours will be logged and reminders of the requirement will be sent out if there are lags in participation.

Staff Incentives: Professional development money, staff retreat annually, 360 reviews with C-suite managers and staff for personal and professional growth.

GENERATING TOURISM REVENUE AND FOR MARINA

Herb & Legend is striving to become a crucial component of furthering the city's legacy and improving the quality of life for all of its residents. Additionally Marina is positioned at the Northern gateway of the Central Coast, providing the city with countless opportunities to bring in commerce and resources from travelers.

The Monterey County Convention and Visitors Bureau's 2017 Monterey County Travel Impacts report shows that visitors to the Monterey Peninsula injected \$2.85 billion into the local economy, with traveler spending rising 3.5% in Year 7 of continued growth in traveler spending.

Herb & Legend 's positioning in the Northern part of the Marina is advantageous for a variety of reasons but principally, the ability to generate revenue for the city of Marina from visitors from both the North and South. According to the Monterey County Economic Report, "tourism is key to the economic vitality of Monterey," With roughly 8 million visitors per year and over \$22 billion generated from tourist spending annually. The table below provides a comprehensive breakdown of tourist characteristics:

Data from SeeMonterey.com conveys that 100% and 90% of tourists traveling to Monterey from the North and South respectively arrive via automobile. The proposed retail facility is in a prime location to absorb tourist influx from the North. Attracting travelers passing through Monterey with a particular focus on those heading into Marina from the North will be the key to capitalizing on tourism revenue.

Being that Herb & Legend will become a member of the Marina Action Group within Communities for a Sustainable Monterey, the organization will do their best to outwardly promote the sustainability and environmental stewardship to all travelers regardless of their background or where they are from. As proud businesses owners in the City of Marina, Herb & Legend and its team will make sure that everyone who visits the proposed retail facility understands the importance of these ideals to the team and to the City of Marina overall. This commitment represents yet another avenue for Herb & Legend to become an agent of the city with respect to propping up and educating the tourism sector while also advocating for a fastidious approach to fighting climate change.

BECOMING A COMMUNITY LIASON FOR FUTURE BUSINESSES IN THE MARINA STATION DEVELOPMENT

Similar to the overall approach outlined in the neighborhood compatibility plan, Herb & Legend is presented with the advantage of setting the standard for how future businesses operating in Marina Station conduct their community service efforts. A 50-acre business park with 12 acres of office space and 38 acres of light industrial zoning will create numerous jobs within Northern Marina. On top of the job creation, the surrounding housing developments will be essentially adjacent to the business park, helping the city achieve its goals of efficiency in transportation and ease of access for professionals and pedestrians alike. Herb & Legend plans to become a leader in Northern Marina as well as a liaison between new land developers, investors, business owners, and any other stakeholders that are contributing to what Landwatch.org called "the best example of Traditional Neighborhood Development Monterey County has ever seen."

Herb & Legend will, upon receiving licensure, plan to partner with Marina Station Development on Armstrong Ranch for community development and sustainability opportunities. The staff will have a designated representative who is responsible for attending any meetings of the City Council or any other meetings at which the public is allowed related to the Marina Station development. Having a pulse on what is going on in this new territory will help Herb & Legend best understand what the community needs are and how it can help become a community liaison for new businesses in the area.

Herb & Legend 's role as a community liaison for new businesses in the Marina Station Development will serve two purposes. First, Herb & Legend will be able to offer crucial insight as to how important community service efforts are to the City of Marina. Being a responsible business owner in Marina means giving back to the community in every

CITY OF MARINA - COMMERCIAL CANNABIS BUSINESS APPLICATION: RETAIL

way possible and striving to make the community a safer, cleaner, and more prosperous place. Herb & Legend will use its existing partnerships in the public and private sector to expand its community outreach efforts as well as develop new opportunities for Marina Station businesses.

Secondly, Herb & Legend will be in a position to help new businesses in the Marina Station area to implement sustainability standards when it comes to design. Herb & Legend 's sustainability plan puts environmental stewardship above everything else and the company will urge new businesses in the area to do the same. The designated representative will need to be consistent with his or her effort to maintain contacts and stay on top of new developments within the area as far as any environmental threats are concerned.

The Marina Station Development has the power to change the city's dynamics for the better. Herb & Legend will dedicate itself to upholding community values and ensuring that any new entries to the business community are committed to those values as they begin their operations.



















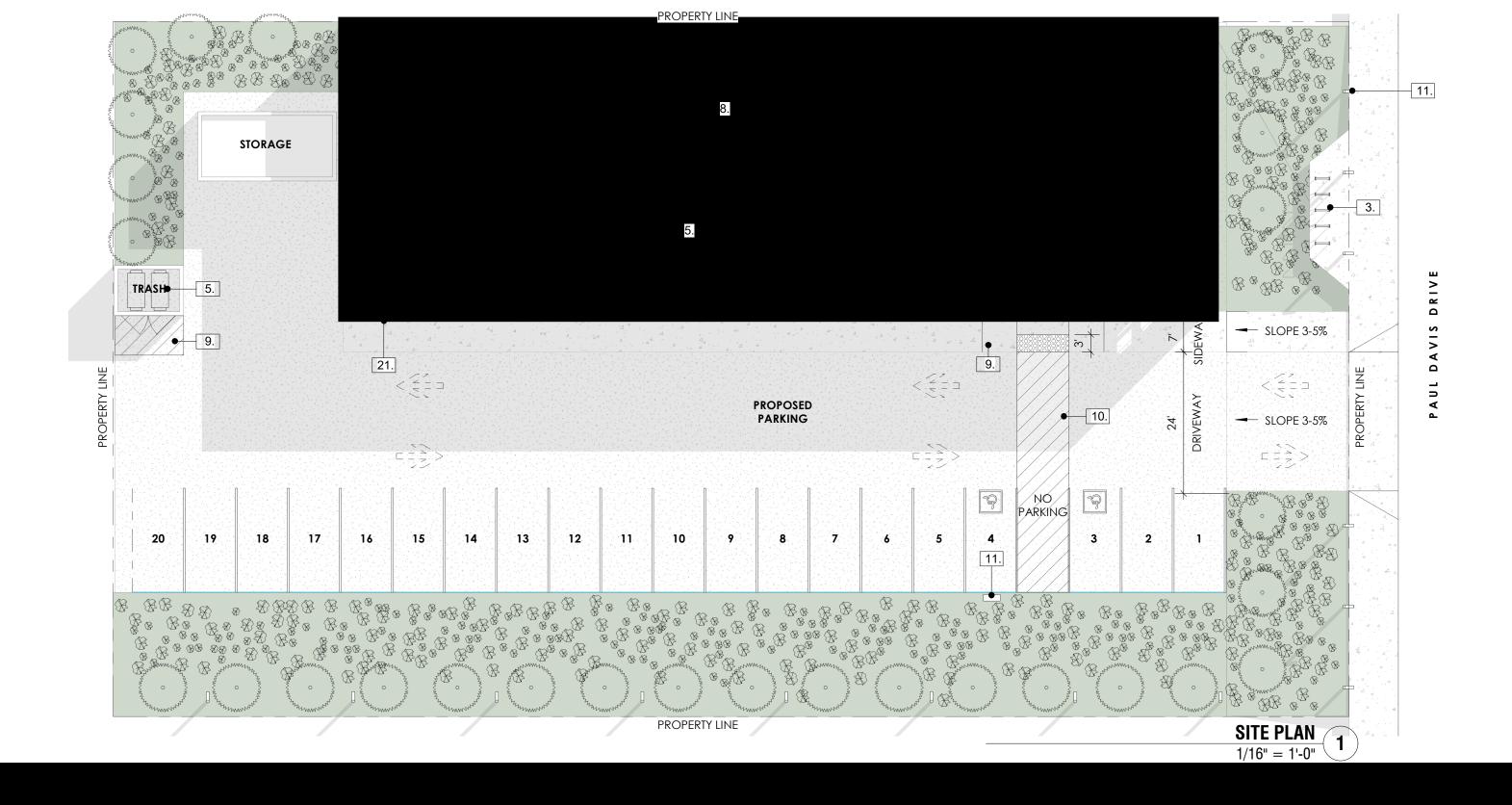




















EXISTING FLOOR PLAN

1" = 10'-0"



HELEO WWW.HELEO.CO HERB AND LEGEND CITY OF MARINA, CA.

PROJECT ADDRESS: 3343 PAUL DAVIS DRIVE, MARINA, CALIFORNIA 93933

APN #:033-281-025



EXISTING FLOOR PLAN

Project number 1909

Date 6/4/2019 Drawn by Author

A102

Scale 1" = 10'-0" Checker

PROPOSED FLOOR PLAN

1" = 10'-0"

KEYNOTES

15. SEATING

21. REMOVABLE BOLLARD

35. REINFORCED WALLS





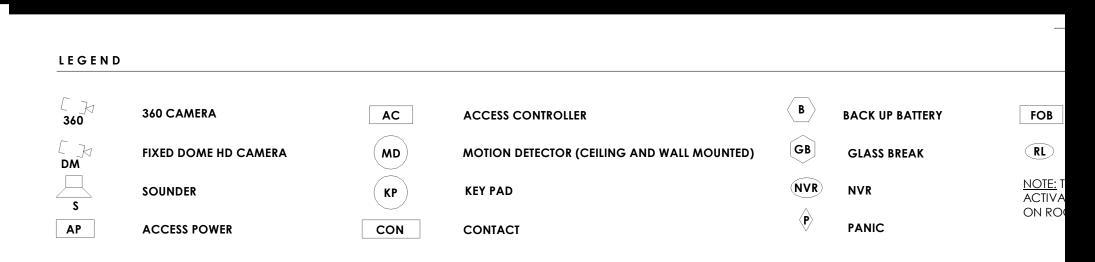
PROPOSED FLOOR PLAN

Project number
Date
Drawn by

Checked by

1909 6/4/2019 Author Checker

A 103
Scale 1" = 10'-0"





HERB AND LEGEND CITY OF MARINA, CA.

PROJECT ADDRESS: 3343 PAUL DAVIS DRIVE, MARINA, CALIFORNIA 93933

APN #:033-281-025



SECURITY FLOOR PLAN

Project number Date Drawn by Checked by

6/4/2019 Author Checker





LEGEND

FIRE EXTINGUISHER (2A/10BC)

EXIT SIGN



FIRE SPRINKLER SYSTEM



FIRE ALARM PANEL



KNOX KEY BOX



FIRE DEPARTMENT CONNECTION (F.D.C.)



EMERGENCY EGRESS PATH



HELEO WWW.HELEO.CO

HERB AND LEGEND CITY OF MARINA, CA.

PROJECT ADDRESS: 3343 PAUL DAVIS DRIVE, MARINA, CALIFORNIA 93933

APN #:033-281-025



FIRE SAFETY PLAN

Project number 1909 Date

6/4/2019 Drawn by Author Checked by Checker A105

Scale As indicated