

COMMERCIAL CANNABIS BUSINESS - RETAIL APPLICATION

[SHRYNE GROUP, INC. DBA STIIIZY]

CONTACT INFORMATION

BRIAN MITCHELL Los Angeles, CA (415) 336-0374 brian@shrynegroup.com





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

DISFERSA	NI & NON-DISFL	INSAILT LINIVI	TAFFLICATION	
APPLICANT (BUSINESS) LEGAL N	AME:	Inc.		
DBA: Stiiizy				
Proposed Address/Location: 317	O Del Monte Blvd, M	Marina, CA 9393	3	
Assessor's Parcel Number (APN):				
PRIMARY CONTACT: CEO, Owner Title:	chell			
Address:				
Phone: 4		Email:		
24-Hour Contact Information:				
PROPERTY OWNER NAME:	ond H. Cardinale			
Address:				
Phone:		Email: He does	not have one	
Commercial Cannabis Business category, indicate whether you a type of license you are applying for the compact of the compact	are applying for Adult-lor per the State's licent dult-Use and edicinal Storefront etailer ype:	Jse ("A") or Medic se types. ☐ Testing Lab (A, ☐ Distribution (A	inal ("M"), and, when applic 'M) /M)	able, which
For details about the information Marina Municipal Code Chapter 19 can be found online at:				

OWNER BACKGROUND INFORMATION (Must be completed by all Owners)

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:

Brian Mitchell

Title: CEO, Owner		
Home Address:		-
Phone:	DocuSigned by:	
Signature:	Brian Mitchell	Date: 6/6/2019
	DC22789F41784BA	
application and the	at the information contained herein is t scept the Safety and Security Plan and o number(s) which can be redacted, ma	personal knowledge of the information stated in this true. I also understand that the information provided in certain confidential information such as Driver's License by be public information and subject to disclosure under
Name: Jose Pec		
Title: Community	Outreach Director	
Home Address:		
Phone:	CocuSigned by:	
Signature:	3EE138366A4240D	Date: <u>6/6/2019</u>
application and the	at the information contained herein is t scept the Safety and Security Plan and o number(s) which can be redacted, ma	personal knowledge of the information stated in this true. I also understand that the information provided in certain confidential information such as Driver's License by be public information and subject to disclosure under
Title: N/A		
Home Address: N	/A	

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

Phone: N/A

Signature: N/A

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. Yes, we have additional similar licenses. Please see the attached document.
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
Describe the Commercial Cannabis Business' organizational status: Corporation, in good standing
Name and address of school closest to proposed location: Ione Olson Elementary School at 261 Beach Rd, Marina, CA 93933
Name and address of existing alcohol-related establishment closest to proposed location: The Otter's Den (Sports Bar) at 3166 Vista Del Camino Cir, Marina, CA 93933
Have you received a Zoning Verification Letter? (Please check the appropriate response) Yes (include the letter in your application) 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.): The Property is just south of Marina's Superior Court of California, which mostly processes traffic citations and small claims. To the northwest are two residential properties. To the east and south is the Marina Village Shopping Center. To the west is Locke-Paddon Park. The closest sensitive use is Miss Barbara's Child Development Center at 226 Beach Rd, Marina, CA 93933 which is a preschool located over 1,400' away. Locke-Paddon Park is also across the street but was not identified by the City of Marina as a sensitive use.

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) possible as our Community Outreach
- □ Application filing fee(s)
- address.

 Commercial Cannabis Business Application Financial Responsibility, Indemnity and Consent to Inspection

*A scanned copy of the Notarized

original will be sent as soon as

the country until 6/15/19 and the Property Owner does not have an email

Property Owner's Approval can be found in Tab 1 - Proposed Location. The

Director/Real Estate Agent is out of

- ☑ 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 approval shall be maintained and operated in accordance with requirements of the Marina Municipal Code and State law.

DocuSigned by:

Brian Mitchell	Brian Mitchell
Name	Signature 41784BA
CEO, Owner	6/6/2019
Title	Date

SUPPLEMENTAL MATERIALS FOR THE CCB APPLICATION

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.

Please note that all of the licenses have been approved by the appropriate agency.

License Number	Type	Description	Current	Issuing
			Status	Agency
A11-18-0000261-TEMP	Type 11	Adult-Use	Active	BCC
TML18-0011191	Type 2	Temporary-Small Outdoor	Active	CDFA
TML18-0011207	Type 2	Temporary-Small Outdoor	Active	CDFA
TML18-0011217	Type 2	Temporary-Small Outdoor	Active	CDFA
TML18-0011272	Type 2	Temporary-Small Outdoor	Active	CDFA
TML18-0011282	Type 2	Temporary-Small Outdoor	Active	CDFA
TML18-0011868	Type 2	Temporary-Small Outdoor	Active	CDFA
TML18-0011918	Type 2	Temporary-Small Outdoor	Active	CDFA
TML18-0011924	Type 2	Temporary-Small Outdoor	Active	CDFA
TML18-0011927	Type 2	Temporary-Small Outdoor	Active	CDFA
TML18-0011937	Type 2	Temporary-Small Outdoor	Active	CDFA
TML18-0011995	Type 2	Temporary-Small Outdoor	Active	CDFA
TML18-0012012	Type 2	Temporary-Small Outdoor	Active	CDFA
TML18-0012026	Type 2	Temporary-Small Outdoor	Active	CDFA
TML18-0012044	Type 2	Temporary-Small Outdoor	Active	CDFA
TML18-0012063	Type 2	Temporary-Small Outdoor	Active	CDFA
TML18-0012071	Type 2	Temporary-Small Outdoor	Active	CDFA
TML18-0012083	Type 2	Temporary-Small Outdoor	Active	CDFA
TML18-0011077	Type 3	Temporary-Medium Outdoor	Active	CDFA
TML18-0017395	Type 2	Temporary-Small Outdoor	Active	CDFA
TML18-0017396	Type 2	Temporary-Small Outdoor	Active	CDFA
TML18-0017398	Type 2	Temporary-Small Outdoor	Active	CDFA
TML18-0017399	Type 2	Temporary-Small Outdoor	Active	CDFA
TML18-0017400	Type 2	Temporary-Small Outdoor	Active	CDFA
TML18-0017401	Type 2	Temporary-Small Outdoor	Active	CDFA
TML18-0017402	Type 2	Temporary-Small Outdoor	Active	CDFA
TML18-0017404	Type 2	Temporary-Small Outdoor	Active	CDFA
TML18-0017406	Type 2	Temporary-Small Outdoor	Active	CDFA
TML18-0017408	Type 2	Temporary-Small Outdoor	Active	CDFA
TML18-0017410	Type 2	Temporary-Small Outdoor	Active	CDFA
TML18-0017411	Type 2	Temporary-Small Outdoor	Active	CDFA
TML18-0017413	Type 2	Temporary-Small Outdoor	Active	CDFA
TML18-0017415	Type 2	Temporary-Small Outdoor	Active	CDFA
TML18-0017416	Type 2	Temporary-Small Outdoor	Active	CDFA
CDPH-10003198	Type 7	Type 7: Volatile Solvent Extraction	Active	CDPH
C10-0000053-LIC	Type 10	Adult-Use and Medicinal	Active	BCC
CDPH-10003246	Type 6	Type 6: Non Volatile Solvent Extraction	Active	CDPH

C10-18-0000107-TEMP	Type 10	Adult-Use and Medicinal	Active	BCC
C10-18-0000134-TEMP	Type 10	Adult-Use and Medicinal	Active	BCC
C11-18-0000506-TEMP	Type 11	Adult-Use and Medicinal	Active	BCC
C10-18-0000180-TEMP	Type 10	Adult-Use and Medicinal	Active	BCC
C10-18-0000286-TEMP	Type 10	Adult-Use and Medicinal	Active	BCC
PAL18-0000577	Type 3B	Temporary-Medium Mixed-Light Tier 1	Active	CDFA

Please note that all of the licenses have been approved by the appropriate agency.



June 7, 2019

City Manager's Office – City Hall 211 Hillcrest Ave. Marina, CA 93933

To Whom it May Concern:

It is with great pride that we submit this application for a Commercial Cannabis Business License for a cannabis retail business for both Adult-Use and Medicinal in Marina. We believe our application is a reflection of the community we hope to represent, and that it furthers the mission of the city by resulting in "a community characterized by a desirable quality of life." Our application takes this mission seriously, and we have structured it in a way to closely mirror this purpose-driven outlook.

Shryne Group, Inc. is committed to enhancing Marina and maintaining its natural setting. As such, we have made sensitive use of our space that fits well with this natural surrounding and built environment. Our commitment to safety is carefully outlined and developed by industry experts. We commit to striving for 100% local hires, offering competitive wages and above-standard working conditions. Our voluntary community benefits plan identifies leading natural and cultural causes that we plan to invest in, to make a mark on the city in a positive way.

In total, our application team holds over 60 licenses along all parts of the cannabis supply chain, from cultivation to retail.

Our team is made up of experts both inside and outside the industry. We are confident our decades of experience would make a positive impact to the commercial business climate of Marina.

We thank you for your time and consideration.

With much appreciation,

DocuSigned by:

Brian Mitchell 5/31/2019

DC22789F41784BA...
Brian Mitchell

CEO

DocuSigned by:

5/31/2019

Jose Pecho

Community Outreach Director

TABLE OF CONTENTS

TAB 1: PROPOSED LOCATION

Proposed Location Notarized Property Owner Approval Letter of Intent to Lease Cannabis Zoning Verification Letter Site Plans

TAB 2: BUSINESS PLAN

Introduction
Day-to-Day Operations
Conform to Local and State Law
Inventory Tracking and Monitoring
Schedule
Budget
Sources and Uses of Capital
Proof of Capitalization

Pro Forma
Sales Projections
Market Study

TAB 3: SECURITY AND SAFETY PLANS

Security Plan Safety Plan

TAB 4: LOCAL IMPACT

Local Enterprise
Neighborhood Compatibility
Community Benefits

TAB 5: APPLICANT BACKGROUND INFORMATION

Brian Mitchell, Owner Jose Pecho, Community Outreach Director

TAB 6: CITY REQUESTED DOCUMENTS

Limitations on City's Liability and Certifications, Assurances and Warranties Financial Responsibility, Indemnity and Consent to Inspection Terms Proof of Liability Insurance Shryne Group, Inc. dba Stiiizy

PROPOSED LOCATION

Proposed Location Notarized Property Owner Approval Letter of Intent to Lease Cannabis Zoning Verification Letter Site Plans

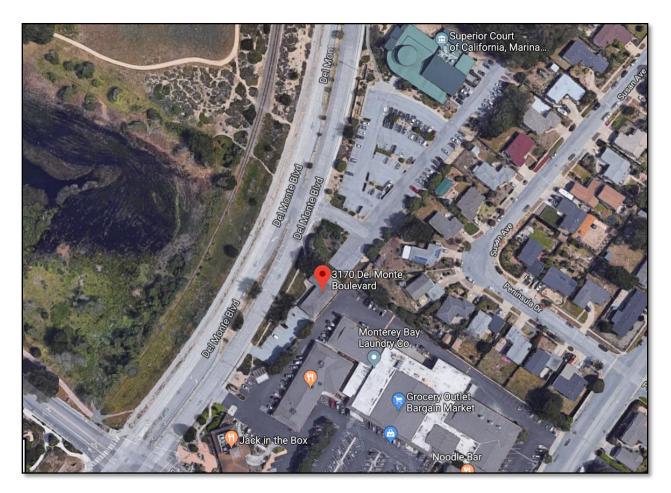
TABLE OF CONTENTS

Proposed Location	3
Notarized Property Owner Approval	7
Letter of Intent to Lease	9
Cannabis Zoning Verification Letter	12
Site Plan	16
Floor Plan	17

PROPOSED LOCATION

We intend to open our dispensary in a 2,744 square foot storefront located at 3170 DEL MONTE BLVD, MARINA, CA, 93933 (the "Property") on an approximately 0.75-acre lot. The Property is just south of Marina's Superior Court of California, which mostly processes traffic citations and small claims. To the northwest are two residential properties. To the east and south is the Marina Village Shopping Center. To the west is Locke-Paddon Park.

The Property contains an existing L-shaped building for commercial retail/office and is comprised of wood frame construction. The surrounding lot contains a mixture of natural landscaping; short shrubbery with sprouts of flowers, with a paved walkway surrounding the front edge of the building, leading to both the parking lot and sidewalk. Large trees provide shade for both the parking lot and the building.





Zoning C-1

The property is zoned Retail Business District, or C-1, as required in Marina Municipal Code (MMC) Section 19.01.040 (KKK) and meets all locational requirements as described in MMC Chapter 17.06.020(B)(1-3).

Current Property Owner Information

Raymond H. Cardinale

Pacific Grove, CA 93950

Location Requirement and Sensitive Uses

Stiiizy conducted a walk of the immediate neighborhood with an eye toward the applicable separation requirements. The identified property is not located, when using the straight line measurement, without regard to intervening structures, from the nearest point of the building in which the cannabis premise will be located, to the nearest property line of those uses described in the MMC Chapter 19.02.010:

- 600 feet of any school providing instruction in Kindergarten or grades 1-12
- 600 feet of any daycare center

- 600 feet of any youth center
- 1000 feet from another dispensary at the time of this application

Please see the Cannabis Zoning Verification Letter which contains an aerial view of the Property and its relation to the nearest sensitive use: Miss Barbara's Child Development Center at 226 Beach Rd, Marina, CA 93933 which is a preschool located over 1,400' away.

Physical Description







(Top Left/Left) This is the current façade of the Property and will be the entrance into the lobby area where customers will check in with the security guard at the front desk. There will be a wall that separates the lobby from the retail floor area and a customer will be buzzed through the door to the retail floor after being checked in. (Right) The windows will remain but ornate iron "bars" will be placed over them from the inside. This integrated security feature is currently in use at our location in San Francisco, La Corona Wellness.



(Left) This is an image of the backside of the Property which abuts the Marina Village Shopping Center on its northwestern corner. A metal bar fence will be installed along this east, south, and north ends of the premises in order to mitigate any potential security threats from getting too close to the building from the rear. Additionally, a 3 5/8" metal stud furring wall will be installed on the inside of the northeast corner of the retail floor, thus preventing any forceful entry from the rear of the building. The remaining windows will be removed. Please see the Floor Plan for a more detailed illustration.



(Left) This is an image of the existing parking lot looking south from the frontage of the Property. As mentioned with the previous photo, a fence will be installed along the backside of the premises, or along the left side of this image, and along the south end of the property, or looking straight.

There are no images of the inside of the property as it is still occupied by the current tenants.

NOTARIZED PROPERTY OWNER APPROVAL

Property Owner(s) Certification Form Cannabis Business Applicant Name: NORTHSTAR EQUITIES, INC. Proposed Cannabis Business Address: 3170 Del Monte Blvd, Marina, CA 93933 Assessor's Parcel Number: 032-055-017-000 Property Owner Name: Raymond Cardinale Trust Property Owner Address: I, the above noted property owner(s), acknowledge, certify and agree to the following: a. I acknowledge, aware, consent, and agree that the property is available for operation of the proposed retail cannabis business by applicant identified on this Certification Form b. Owner has agreed to a lease with the applicant, subject to approval of cannabis business application, that is consistent with requirements in the Marina Municipal Code and the City of Marina Cannabis Regulations. c. 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. Property Owner Signature: Date: 5/26/19	Cannabis Business Applicant Name: NORTHSTAR EQUITIES, INC. Proposed Cannabis Business Address: 3170 Del Monte Blvd, Marina, CA 93933 Assessor's Parcel Number: 032-055-017-000 Property Owner Name: Raymond Cardinale Trust Property Owner Address: I, the above noted property owner(s), acknowledge, certify and agree to the following: a. I acknowledge, aware, consent, and agree that the property is available for operation of the proposed retail cannabis business by applicant identified on this Certification Form b. Owner has agreed to a lease with the applicant, subject to approval of cannabis business application, that is consistent with requirements in the Marina Municipal Code and the City of Marina Cannabis Regulations. c. The property owner understands that licenses for cannabis related uses are for one year and can		
Cannabis Business Applicant Name: NORTHSTAR EQUITIES, INC. Proposed Cannabis Business Address: 3170 Del Monte Blvd, Marina, CA 93933 Assessor's Parcel Number: 032-055-017-000 Property Owner Name: Raymond Cardinale Trust Property Owner Address: I, the above noted property owner(s), acknowledge, certify and agree to the following: a. I acknowledge, aware, consent, and agree that the property is available for operation of the proposed retail cannabis business by applicant identified on this Certification Form b. Owner has agreed to a lease with the applicant, subject to approval of cannabis business application, that is consistent with requirements in the Marina Municipal Code and the City of Marina Cannabis Regulations. c. 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.	Cannabis Business Applicant Name: NORTHSTAR EQUITIES, INC. Proposed Cannabis Business Address: 3170 Del Monte Blvd, Marina, CA 93933 Assessor's Parcel Number: 032-055-017-000 Property Owner Name: Raymond Cardinale Trust Property Owner Address: I, the above noted property owner(s), acknowledge, certify and agree to the following: a. I acknowledge, aware, consent, and agree that the property is available for operation of the proposed retail cannabis business by applicant identified on this Certification Form b. Owner has agreed to a lease with the applicant, subject to approval of cannabis business application, that is consistent with requirements in the Marina Municipal Code and the City of Marina Cannabis Regulations. c. 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.	•	
Cannabis Business Applicant Name: NORTHSTAR EQUITIES, INC. Proposed Cannabis Business Address: 3170 Del Monte Blvd, Marina, CA 93933 Assessor's Parcel Number: 032-055-017-000 Property Owner Name: Raymond Cardinale Trust Property Owner Address: I, the above noted property owner(s), acknowledge, certify and agree to the following: a. I acknowledge, aware, consent, and agree that the property is available for operation of the proposed retail cannabis business by applicant identified on this Certification Form b. Owner has agreed to a lease with the applicant, subject to approval of cannabis business application, that is consistent with requirements in the Marina Municipal Code and the City of Marina Cannabis Regulations. c. 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.	Cannabis Business Applicant Name: NORTHSTAR EQUITIES, INC. Proposed Cannabis Business Address: 3170 Del Monte Blvd, Marina, CA 93933 Assessor's Parcel Number: 032-055-017-000 Property Owner Name: Raymond Cardinale Trust Property Owner Address: I, the above noted property owner(s), acknowledge, certify and agree to the following: a. I acknowledge, aware, consent, and agree that the property is available for operation of the proposed retail cannabis business by applicant identified on this Certification Form b. Owner has agreed to a lease with the applicant, subject to approval of cannabis business application, that is consistent with requirements in the Marina Municipal Code and the City of Marina Cannabis Regulations. c. 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.		
Proposed Cannabis Business Address: 3170 Del Monte Blvd, Marina, CA 93933 Assessor's Parcel Number: 032-055-017-000 Property Owner Name: Raymond Cardinale Trust Property Owner Address: I, the above noted property owner(s), acknowledge, certify and agree to the following: a. I acknowledge, aware, consent, and agree that the property is available for operation of the proposed retail cannabis business by applicant identified on this Certification Form b. Owner has agreed to a lease with the applicant, subject to approval of cannabis business application, that is consistent with requirements in the Marina Municipal Code and the City of Marina Cannabis Regulations. c. 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.	Proposed Cannabis Business Address: 3170 Del Monte Blvd, Marina, CA 93933 Assessor's Parcel Number: 032-055-017-000 Property Owner Name: Raymond Cardinale Trust Property Owner Address: I, the above noted property owner(s), acknowledge, certify and agree to the following: a. I acknowledge, aware, consent, and agree that the property is available for operation of the proposed retail cannabis business by applicant identified on this Certification Form b. Owner has agreed to a lease with the applicant, subject to approval of cannabis business application, that is consistent with requirements in the Marina Municipal Code and the City of Marina Cannabis Regulations. c. 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.		Property Owner(s) Certification Form
Assessor's Parcel Number: 032-055-017-000 Property Owner Name: Raymond Cardinale Trust Property Owner Address: I, the above noted property owner(s), acknowledge, certify and agree to the following: a. I acknowledge, aware, consent, and agree that the property is available for operation of the proposed retail cannabis business by applicant identified on this Certification Form b. Owner has agreed to a lease with the applicant, subject to approval of cannabis business application, that is consistent with requirements in the Marina Municipal Code and the City of Marina Cannabis Regulations. c. 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.	Assessor's Parcel Number: 032-055-017-000 Property Owner Name: Raymond Cardinale Trust Property Owner Address: I, the above noted property owner(s), acknowledge, certify and agree to the following: a. I acknowledge, aware, consent, and agree that the property is available for operation of the proposed retail cannabis business by applicant identified on this Certification Form b. Owner has agreed to a lease with the applicant, subject to approval of cannabis business application, that is consistent with requirements in the Marina Municipal Code and the City of Marina Cannabis Regulations. c. 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.		Cannabis Business Applicant Name: NORTHSTAR EQUITIES, INC.
Property Owner Name: Raymond Cardinale Trust I, the above noted property owner(s), acknowledge, certify and agree to the following: a. I acknowledge, aware, consent, and agree that the property is available for operation of the proposed retail cannabis business by applicant identified on this Certification Form b. Owner has agreed to a lease with the applicant, subject to approval of cannabis business application, that is consistent with requirements in the Marina Municipal Code and the City of Marina Cannabis Regulations. c. 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.	Property Owner Name: Raymond Cardinale Trust I, the above noted property owner(s), acknowledge, certify and agree to the following: a. I acknowledge, aware, consent, and agree that the property is available for operation of the proposed retail cannabis business by applicant identified on this Certification Form b. Owner has agreed to a lease with the applicant, subject to approval of cannabis business application, that is consistent with requirements in the Marina Municipal Code and the City of Marina Cannabis Regulations. c. 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.		Proposed Cannabis Business Address: 3170 Del Monte Blvd, Marina, CA 93933
I, the above noted property owner(s), acknowledge, certify and agree to the following: a. I acknowledge, aware, consent, and agree that the property is available for operation of the proposed retail cannabis business by applicant identified on this Certification Form b. Owner has agreed to a lease with the applicant, subject to approval of cannabis business application, that is consistent with requirements in the Marina Municipal Code and the City of Marina Cannabis Regulations. c. 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.	 I, the above noted property owner(s), acknowledge, certify and agree to the following: a. I acknowledge, aware, consent, and agree that the property is available for operation of the proposed retail cannabis business by applicant identified on this Certification Form b. Owner has agreed to a lease with the applicant, subject to approval of cannabis business application, that is consistent with requirements in the Marina Municipal Code and the City of Marina Cannabis Regulations. c. 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. 		Assessor's Parcel Number: 032-055-017-000
 I, the above noted property owner(s), acknowledge, certify and agree to the following: a. I acknowledge, aware, consent, and agree that the property is available for operation of the proposed retail cannabis business by applicant identified on this Certification Form b. Owner has agreed to a lease with the applicant, subject to approval of cannabis business application, that is consistent with requirements in the Marina Municipal Code and the City of Marina Cannabis Regulations. c. 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. 	 I, the above noted property owner(s), acknowledge, certify and agree to the following: a. I acknowledge, aware, consent, and agree that the property is available for operation of the proposed retail cannabis business by applicant identified on this Certification Form b. Owner has agreed to a lease with the applicant, subject to approval of cannabis business application, that is consistent with requirements in the Marina Municipal Code and the City of Marina Cannabis Regulations. c. 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. 		Property Owner Name: Raymond Cardinale Trust
 a. I acknowledge, aware, consent, and agree that the property is available for operation of the proposed retail cannabis business by applicant identified on this Certification Form b. Owner has agreed to a lease with the applicant, subject to approval of cannabis business application, that is consistent with requirements in the Marina Municipal Code and the City of Marina Cannabis Regulations. c. 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. 	 a. I acknowledge, aware, consent, and agree that the property is available for operation of the proposed retail cannabis business by applicant identified on this Certification Form b. Owner has agreed to a lease with the applicant, subject to approval of cannabis business application, that is consistent with requirements in the Marina Municipal Code and the City of Marina Cannabis Regulations. c. 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. 		Property Owner Address:
 a. I acknowledge, aware, consent, and agree that the property is available for operation of the proposed retail cannabis business by applicant identified on this Certification Form b. Owner has agreed to a lease with the applicant, subject to approval of cannabis business application, that is consistent with requirements in the Marina Municipal Code and the City of Marina Cannabis Regulations. c. 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. 	 a. I acknowledge, aware, consent, and agree that the property is available for operation of the proposed retail cannabis business by applicant identified on this Certification Form b. Owner has agreed to a lease with the applicant, subject to approval of cannabis business application, that is consistent with requirements in the Marina Municipal Code and the City of Marina Cannabis Regulations. c. 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. 		I, the above noted property owner(s), acknowledge, certify and agree to the following:
Property Owner Signature: Augmond Carolinale Date: 5/25/19	Property Owner Signature: Saymond Cardinale Date: 5/28/19		 proposed retail cannabis business by applicant identified on this Certification Form b. Owner has agreed to a lease with the applicant, subject to approval of cannabis business application, that is consistent with requirements in the Marina Municipal Code and the City of Marina Cannabis Regulations. c. The property owner understands that licenses for cannabis related uses are for one year and can
			Property Owner Signature: Supposed Carolinale Date: 5/25/19

and the second s	
*	
*	*0
222	
CALIFORNIA ALL-PURPOSE ACKNOWLE	DEMENT CIVIL CODE § 1
A notary public or other officer completing this ce document to which this certificate is attached, and	rtificate verifies only the identity of the Individual who signed the not the truthfulness, accuracy, or validity of that document.
State of California .)
County of Manterey)
On 2 Jay 28, 2019 before me,	Kein le MRackun- Watan Ph
Data Deta	. Here Insert Name and Title of the Officer
personally appeared Pau	more Cardinale
	Name(s) of Signer(s)
subscribed to the within instrument and ack his/her/their authorized capacity(es), and that or the entity upon behalf of which the person(by his/her/their signature(s) on the instrument the person s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the la of the State of California that the foregoing paragra
his/her/their authorized capacity(les), and that	nowledged to me that he/she/they executed the same by hls/ner/their signature(s) on the instrument the person s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the la of the State of California that the foregoing paragra is true and correct. WITNESS my hand and official seal.
his/her/their authorized capacity(les), and that or the entity upon behalf of which the person(by his/her/their signature(s) on the instrument the person s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the la of the State of California that the foregoing paragra is true and correct.
his/her/their authorized capacity(les), and that or the entity upon behalf of which the person(by his/her/their signature(s) on the instrument the person s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the la of the State of California that the foregoing paragrals true and correct. WITNESS my hand and official seal. Signature
his/her/their authorized capacity(les), and that or the entity upon behalf of which the person(by his/her/their signature(s) on the instrument the person s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the la of the State of California that the foregoing paragral is true and correct. WITNESS my hand and official seal.
his/her/their authorized capacity(les), and that or the entity upon behalf of which the person(by his/her/their signature(s) on the instrument the person s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the la of the State of California that the foregoing paragrals true and correct. WITNESS my hand and official seal. Signature
his/her/their authorized capacity(les), and that or the entity upon behalf of which the person(by his/her/their signature(s) on the instrument the person s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the la of the State of California that the foregoing paragrals true and correct. WITNESS my hand and official seal. Signature
his/her/their authorized capacity(les), and that or the entity upon behalf of which the person(by his/her/their signature(s) on the instrument the person s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the la of the State of California that the foregoing paragrals true and correct. WITNESS my hand and official seal. Signature
his/her/their authorized capacity(les), and that or the entity upon behalf of which the person(*EVIN COMPRESCRIPTION Note: *Colored Colored Place Note: *Colored	by his/her/their signature(s) on the instrument the person s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the la of the State of California that the foregoing paragral is true and correct. WITNESS my hand and official seal. Signature Signature of Notary Public
Place Notary Seal Above Though this section is optional, completing to	by his/her/their signature(s) on the instrument the person s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the la of the State of California that the foregoing paragrals true and correct. WITNESS my hand and official seal. Signature
Place Notary Seal Above Though this section is optional, completing to fraudulent reattechment of the section of the section and the section of the section and the section of the sectio	by his/her/their signature(s) on the instrument the person s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the la of the State of California that the foregoing paragrals true and correct. WITNESS my hand and official seal. Signature Signature of Notary Public OPTIONAL this information can deter alteration of the document or this form to an unintended document.
Place Notary Seal Above Though this section is optional, completing to frauctulent reattachment of the critical and the completion of Attached Document.	by his/her/their signature(s) on the instrument the person s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the la of the State of California that the foregoing paragrals true and correct. WITNESS my hand and official seal. Signature Signature of Notary Public OPTIONAL his information can deter alteration of the document or
Place Notary Seal Above Though this section is optional, completing to frauculent reattachment of the crype of Document: Title or Type of Document: Signer(s) Other T. Signer(s) Other T.	by his/her/their signature(s) on the instrument the person stacted, executed the instrument. I certify under PENALTY OF PERJURY under the la of the State of California that the foregoing paragrals true and correct. WITNESS my hand and official seal. Signature Signature of Notary Public OPTIONAL this information can deter alteration of the document or this form to an unintended document. CertificalDocument Date:
Place Notary Seal Above Though this section is optional, completing to fraudulent resttachment of the or Type of Document: Title or Type of Document: Title or Type of Document: Capacity(les) Claimed by Signer(s) Signer(s) Signer(s)	by his/her/their signature(s) on the instrument the person stacted, executed the instrument. I certify under PENALTY OF PERJURY under the la of the State of California that the foregoing paragrals true and correct. WITNESS my hand and official seal. Signature Signature of Notary Public OPTIONAL This information can deter alteration of the document or this form to an unintended document. Certifical and Document Date:
Place Notary Seal Above Though this section is optional, completing to fraudulent reattachment of the crype of Document Title or Type of Document: Property of Signer(s) Claimed by Signer(s) Capacity(les) Claimed by Signer(s) Signer(s) Compared to the completion of Signer(s) Capacity(les) Claimed by Signer(s)	by his/her/their signature(s) on the instrument the person s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the la of the State of California that the foregoing paragrals true and correct. WITNESS my hand and official seal. Signature Signature of Notary Public Deptional. his information can deter alteration of the document or this form to an unintended document. Certifical accomment Date: 5/28/19 han Named Above: Signer's Name: Corporate Officer — Title(s):
Place Notary Seal Above Though this section is optional, completing to frauctulent reattachment of the compact of Description of Attached Document Title or Type of Document: Prepare out to Signer's Name: Corporate Officer — Title(s): Pariner — Limited General	by his/her/their signature(s) on the instrument the person stacted, executed the instrument. I certify under PENALTY OF PERJURY under the last of the State of California that the foregoing paragrals true and correct. WITNESS my hand and official seal. Signature Signature of Notary Public Deptional. Certification can deter alteration of the document or this form to an unintended document. Certification Document Date:
Place Notary Seal Above Though this section is optional, completing to fraudulent reattachment of the crype of Document Title or Type of Document: Preparts out to Signer's Name: Capacity(les) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Gardian or Conservator	by his/her/their signature(s) on the instrument the person stacted, executed the instrument. I certify under PENALTY OF PERJURY under the last of the State of California that the foregoing paragrals true and correct. WITNESS my hand and official seal. Signature Signature of Notary Public Deptional. Certification can deter alteration of the document or this form to an unintended document. Certification Document Date:
Place Notary Seal Above Though this section is optional, completing to frauctulent reattachment of the compact of Description of Attached Document Title or Type of Document: Prepare out to Signer's Name: Corporate Officer — Title(s): Pariner — Limited General	by his/her/their signature(s) on the instrument the person stacted, executed the instrument. I certify under PENALTY OF PERJURY under the la of the State of California that the foregoing paragrals true and correct. WITNESS my hand and official seal. Signature Signature of Notary Public Determine to an unintended document. Colinia form to an unintended document. Signature of Notary Public Determine to an unintended document. Signature of Notary Public Determine to an unintended document. Colinia form to an unintended document. Signature of Notary Public Determine to an unintended document. Colinia form to an unintended document. Signature of Notary Public Determine to an unintended document. Colinia form to an unintended document. Signature of Notary Public Signature of Notary Public

LETTER OF INTENT TO LEASE

DocuSign Envelope ID: F582DE30-3B20-46AE-890C-3105AC8F225A

LETTER OF INTENT TO LEASE

The following Letter of Intent to Lease (the "Agreement") sets forth a summary of key terms to be subsequently memorialized in a lease agreement ("Lease") by and between Northstar Equities, Inc. and/or Assignee ("Lessee") and Raymond H. Cardinale ("Lessor") for the Premises listed below. Each of the Lessor and the Lessee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS the Lessee is in the process of applying for city and state permits and registrations for the recreational sale of marijuana in Marina, California and will apply for all other licenses and permits required for the operation of a marijuana retail dispensary (the "Permits"),

WHEREAS the Lessor is the owner of the property located at 3170 Del Monte Blvd, Marina, CA 93933 (the "Premises").

WHEREAS the Lessee desires to operate its recreational marijuana business in connection with the Permits at the Premises.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and understandings herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following terms and definitions:

PREMISES: 3170 Del Monte Blvd, Marina, CA 93933, an approximately 2,7,44 SF improved retail commercial property situated on an approximately 0.75 acre lot.

LESSEE: Northstar Equities, Inc. and/or Assignedd

LESSOR: Raymond H. Cardinale

AGREED USE: A fully permitted cannabis adult-use retail dispensary, subject to the City of Marina and the State of California regulations.

TERMS:

- a) Five (5) year initial term, with Lease and rent commencement date beginning upon and subject to Lessee's receipt of the cannabis retail permits.
- b) Base rent shall be \$2.50 PSF per month, plus triple net expenses. Rents shall increase by 3% on the anniversary date of the Lease commencement.
- c) If Lessee is not in default of the Lease, then Lessor grants to Lessee Two (2) Five-year options to extend the lease, with each option subject to Lessor approval. Lessee must express its intent to exercise each renewal option to Lessor in writing no less than one-hundred and eighty (180) days prior to the Lease Expiration Date.



DocuSign Envelope ID: F582DE30-3B20-46AE-890C-3105AC8F225A

- d) Lessor shall deliver the Premises to Lessee in as-is condition, with Lessee being responsible for the costs and permitting of all Lessee tenant improvements in the build out of the space.
- e) The Lease shall be null, void, and of no effect in the event that the Lessee does not receive the cannabis retail Permits.
- f) Lessee shall have the right to sub-lease the premises with the approval of Lessor. Approval of sub-lease shall not be unreasonably withheld by the Lessor.

OWNER CONSENT: Lessor shall cooperate with Lessee in the course of the applying for the Permits including providing authorization of consent allowing a cannabis retail operation at the Premises.

DELIVERY DATE: Lessor shall deliver the Premises for possession to Lessee to allow Lessee improvement construction within 7 days of administrative approval by the City of Marina, CA for a cannabis retail facility.

BASE LEASE RATE: \$6,860.00 per month.

TRIPLE NET LEASE: Lessee shall be responsible for the payment of all expenses including property taxes, insurance, maintenance and common area costs for their leased premises. Roof and foundation maintenance shall be the responsibility of the Lessor.

LESSEE IMPROVEMENT ALLOWANCE: Lessor shall not pay to Lessee any allowance for construction work and improvements called for by the licensing and permitting of Premises for Lessee's use and operations.

LESSEE WORK: Lessee, at Lessee's expense, shall improve the Premises and install trade fixtures, equipment and signage suitable to Lessee's use of the Premises, subject to Lessor's prior written approval. It is understood that Lessee's plans and specifications for improvements are subject to the approval of the applicable local government authorities and Lessor.

DEPOSIT: Lessee shall pay \$6,860.00 to Lessor upon the formal Lease agreement executed by all Parties.

ADA COMPLIANCE: Lessee shall be responsible the leased premises shall meet ADA compliance.

HVAC, ELECTRICAL & PLUMBING: Lessor shall be responsible for providing adequate power to the suite for Lessees operations as a cannabis facility. Lessor will be responsible that the existing HVAC, if any, and existing plumbing system(s) are in good operating condition prior to occupancy. Lessee shall be solely responsible for any HVAC and/or electrical upgrade.

PERMITS: Lessee is applying for all applicable local and state licenses and permits to operate an adult-use cannabis retail business at the Premises, and the commencement of the lease under this



Agreement shall be contingent upon Lessee's receipt of such licenses and permits. Lessee shall use its best efforts and due diligence in obtaining all necessary permits and licenses.

LIABILITY/INDEMNIFICATION: Lessor agrees to indemnify, defend, and hold harmless Lessee from any third-party claims arising from this Agreement or the Lease, other than for the willful misconduct or gross negligence of Lessee.

PERSONAL GUARANTY: Brian Mitchell, shall execute a personal guaranty in the form most recently published the Association of Industrial Realtors (AIR) Commercial Real Estate Association.

LEASE AGREEMENT: The Lease shall be prepared by Lessee and provided to Lessor. The Lease will contain, in addition to the provisions specifically described herein, standard representations, warranties, covenants, indemnification, and other provisions appropriate for a transaction of the type contemplated herein. Until execution of a Lease, this Agreement is deemed by the Parties to be binding and controlling and enforceable in law and in equity.

CONFIDENTIALITY: Each Party shall keep confidential each of the provisions of this Agreement and all information each Party obtains regarding the other Party, and Lessor shall not offer subject Premises to any other prospective Lessee during the term of this Letter of Intent. This Letter of Intent supersedes any and all previous negotiations with Lessee, whether written or verbal.

ACCEPTED AND AGREED TO BY:

LESSEE

NORTHSTAR EQUITIES, INC.

Name: Brian Mitchell

Title: CEO Date: 4/21/2019

LESSOR

RAYMOND H CARDINALE

Name: RAYMOND H CARDINALE

Title: OWNER

Date:

Pr-

CANNABIS ZONING VERIFICATION LETTER

City of Marin	и		City of Marina 211 HILLCREST AVENUE MARINA, CA 93933 831-884-1278; FAX 831-384-9148 www.cityofmarina.org
CANN	ABIS Z	ONIN	IG VERIFICATION LETTER 2019-07
Applicant:	Norti	hstar Ec	quities, Inc.
APN:	032-0	055-017	-000
Situs Address:	3170	Del Mo	onte Boulevard Marina, CA 93933
Property Owner:	Raym	nond H	Cardinale
Proposed Land Use:	×	Adul	lt Cannabis Dispensary
	×	Med	lical Cannabis Dispensary
Zoning District:			Airport District (AP-2/3)
377-00-000-00-00-00-0			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:	0	Indo	or Cultivation
Zoning District:			Airport District (AP-2/3)
			Business Park (BP)
			Business Park Small Lot Combining District (BP/P)
			Transitional Zoning District (T-B-5)
Proposed Land Use:		Mixe	ed Light Cultivation
Zoning District:			Airport District (AP-2/3)
			Business Park (BP)
			Business Park Small Lot Combining District (BP/P)
			Transitional Zoning District (T-B-5)

Proposed Land Use:		Distr	ibution
Zoning District:			Airport District (AP-2/3)
Zoring District.			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
			Site where another city permit type conducted
Proposed Land Use:		Man	ufacturing
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:	0	Testi	ng
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 zon	ina dictric	te to th	a cita:

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

Undetermined at time of letter.

Analysis of Sensitive Uses:

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

- The parcel is located more than 600 feet away from the nearest school, as shown on the attached map.
- The parcel is located more than 600 feet away from the nearest daycare center, as shown on the attached map.
- 3. There are no youth centers in the vicinity of the parcel.

Action for Compliance:	None necessary

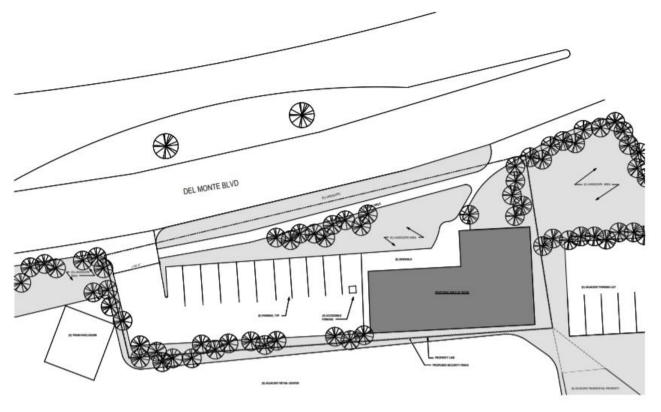
This zoning verification is based on information available to the Community Development Department — Planning Office as of the date hereof. To the extent cannabis facilities are allowed land uses under Chapter 19.01 of the Marina Municipal Code, such facilities can be established in the specified zoning 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 15, 2019

Enclosures: Site Distance Map

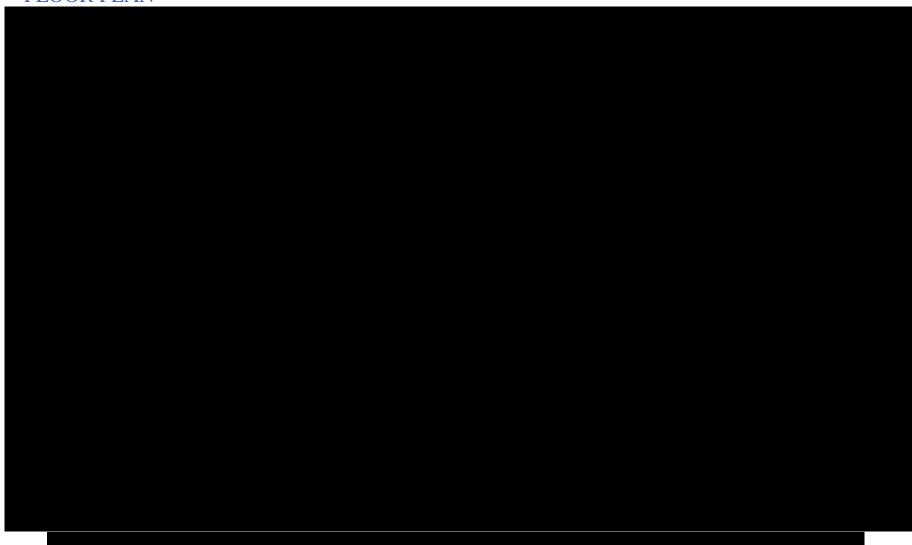


SITE PLAN



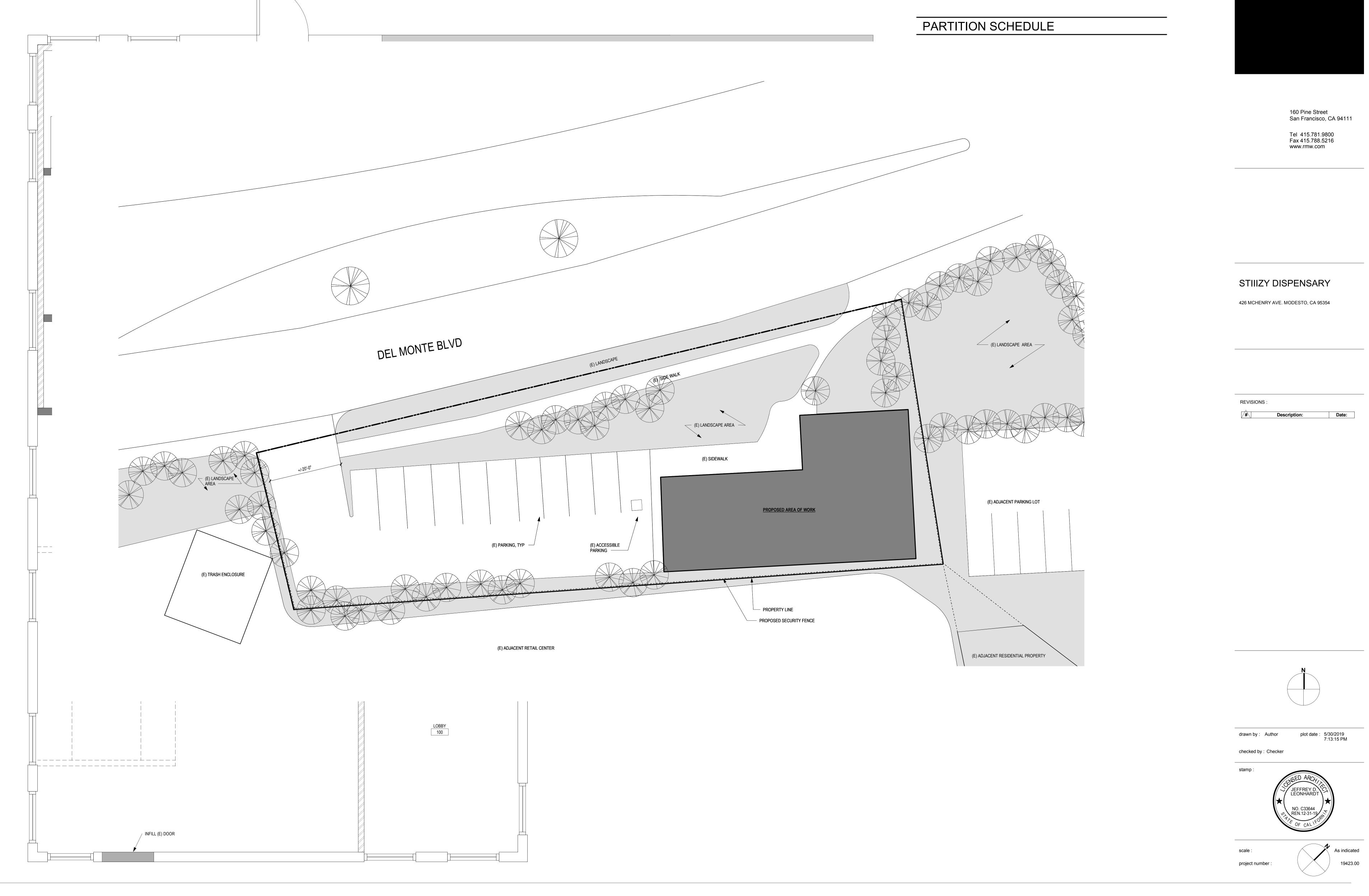


FLOOR PLAN



A1.1 FLOOR PLAN 3170 DEL MONTE BLVD MARINA, CA 93933 SCALE: 1/2" = 1'-0"

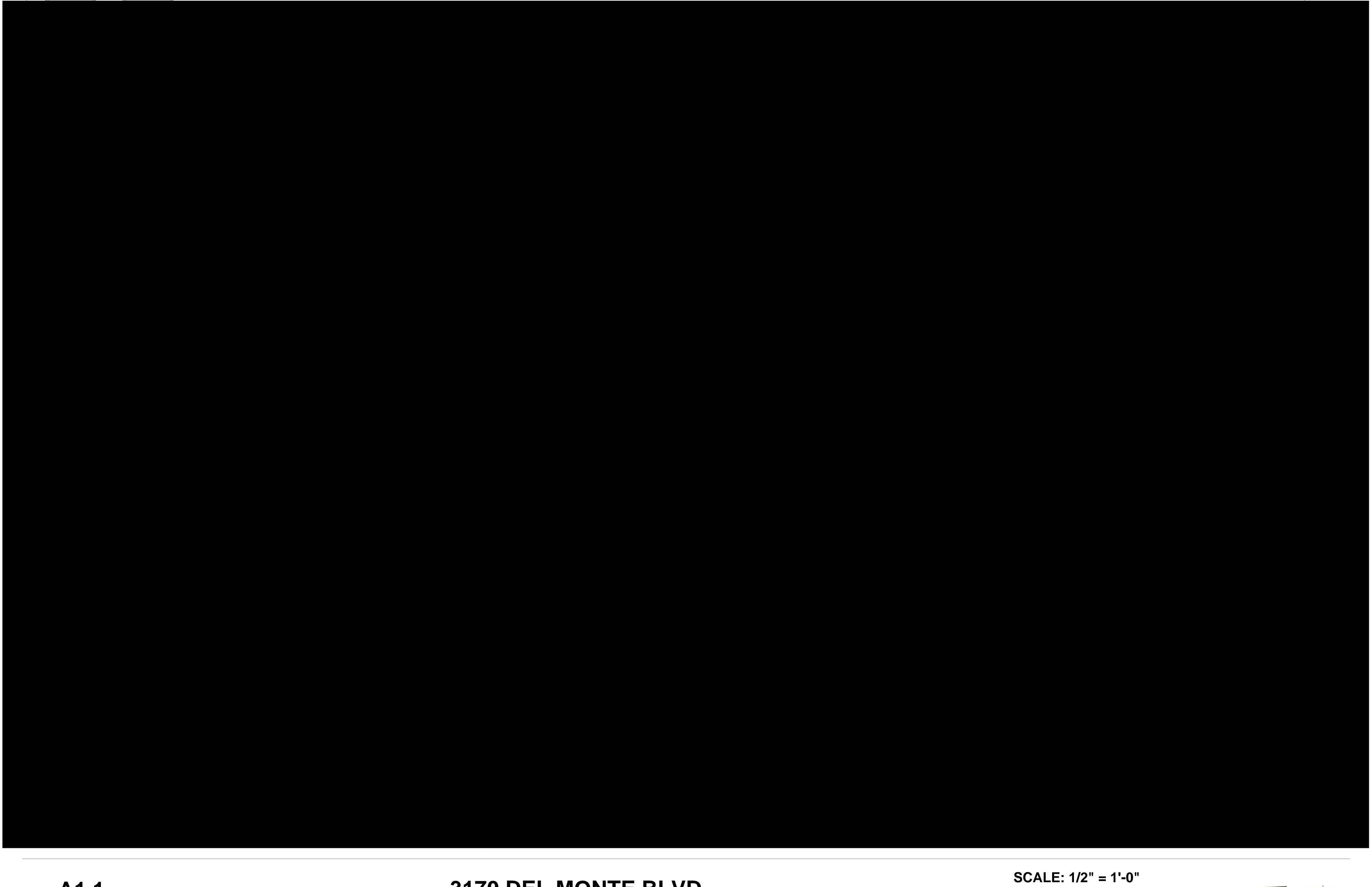


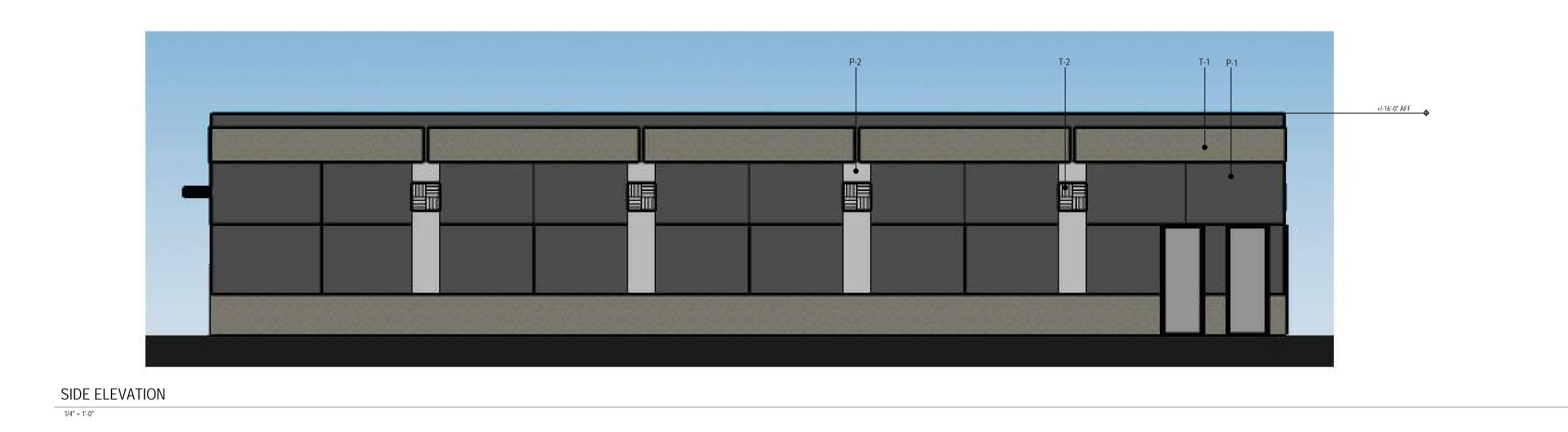


A1.0 SITE PLAN 3170 DEL MONTE BLVD MARINA, CA 93933

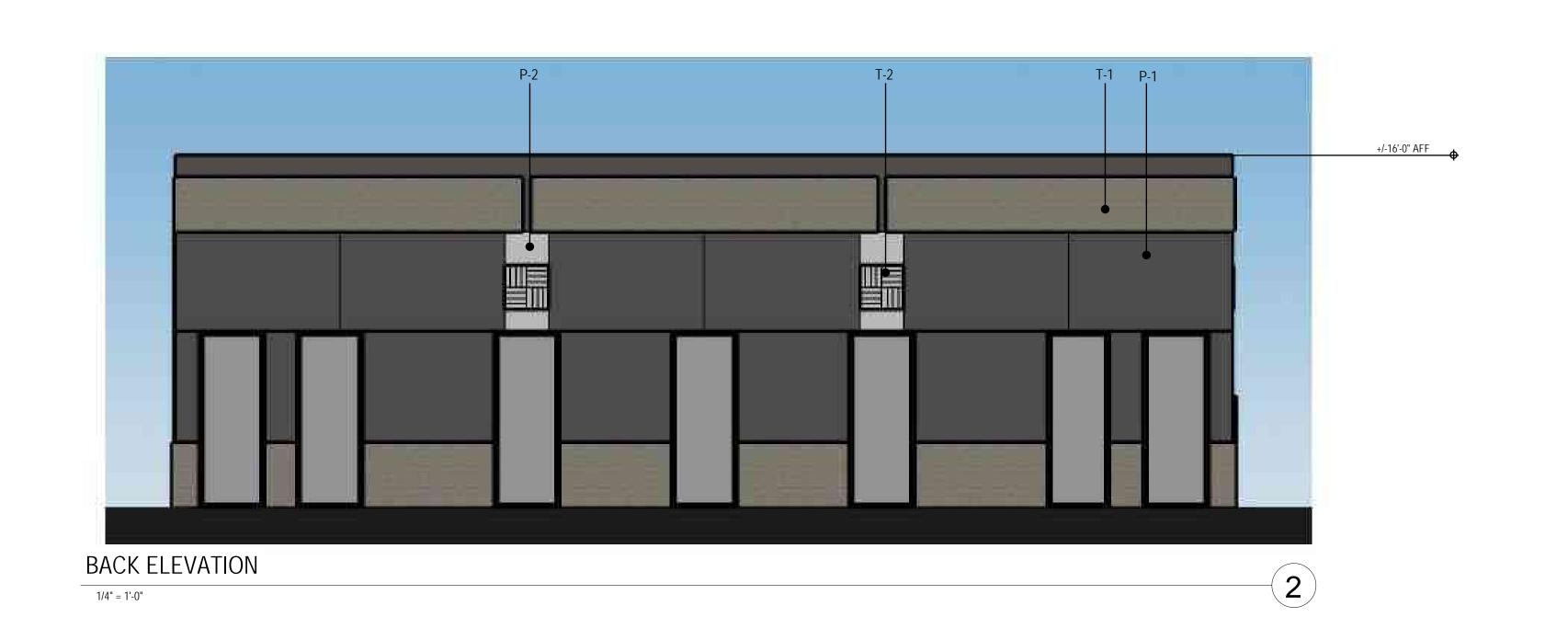
SCALE: 1" = 10'-0"

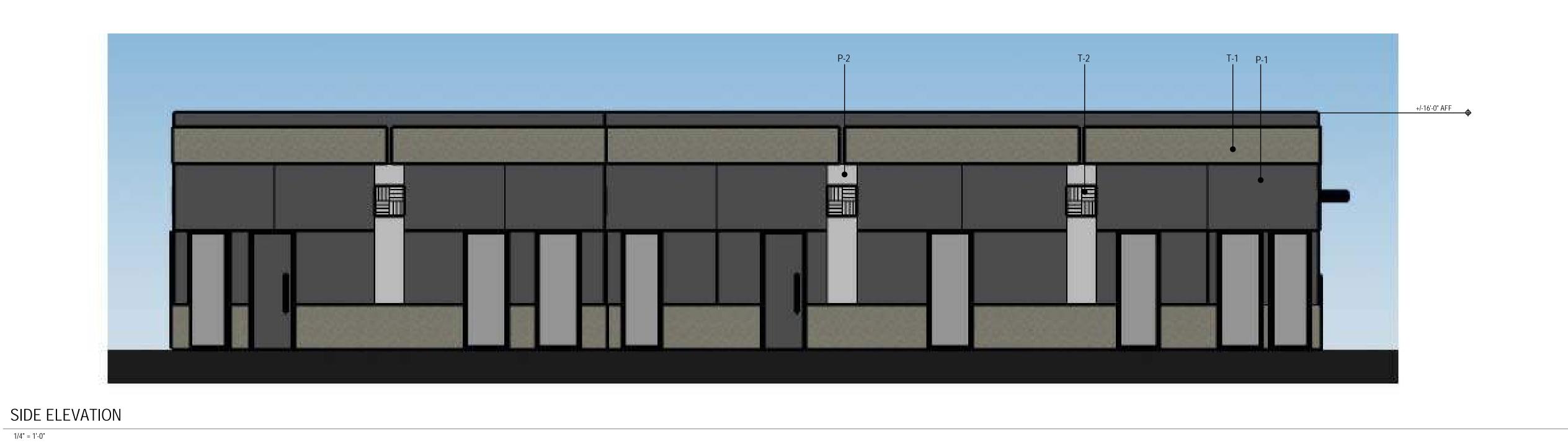
06/05/2019 architecture & interiors











FINISH SCHEDULE

GRAY PAINT BENJAMIN MOORE WITCHING HOUR 2120-30 EGGSHELL

GRAY PAINT BENJAMIN MOORE SILVER SPRING 2120-50 HI-GLOSS

RECTANGULAR PANELS DRYVIT TERRA NEO BLACK 077607 PER MFR

STAINLESS STEEL PANELS MCNICHOLS 17800004038 PER MFR, QUARTER TURN AS SHOWN



A3.0 PERSPECTIVE 3170 DEL MONTE BLVD MARINA, CA 93933 Shryne Group, Inc. dba Stiiizy

BUSINESS PLAN

Introduction
Day-to-Day Operations
Conform to Local and State Law
Inventory Tracking and Monitoring
Schedule
Budget
Sources and Uses of Capital
Proof of Capitalization
Pro Forma
Sales Projections
Market Study

TABLE OF CONTENTS

Introduction	ے'۔۔۔۔۔۔۔۔۔۔۔۔۔۔۔۔۔۔۔۔۔۔۔۔۔۔۔۔۔۔۔۔۔۔۔۔
Day-to-Day Operations	
Conform to Local and State Law	29
Inventory Tracking and Monitoring	30
Schedule	32
Budget	32
Sources and Uses of Capital	35
Proof of Capitalization	37
Pro Forma	39
Sales Projections	41
Market Study	41
Appendix	4/

INTRODUCTION

At the beginning of 2019, Northstar Equities, Inc. merged with a group from Southern California which is now collectively known as Shryne Group, Inc. *Stiiizy* (pronounced stee-zee) is one of our award-winning brands which we are developing into multiple retail locations.

Our overarching company, Shryne Group, Inc., is a capital investment firm that works with communities, municipalities, and businesses to make a positive economic impact. To us, investing is more than monetary gain, it is about giving a hand to those businesses that can make their communities a better place to work, live, and visit. Our team is made up of professionals that have experience in numerous industries. By working with policymakers, Shryne Group, and thus Stiiizy, is able to create a culture that fosters community, productivity, innovation, teamwork, and transparency.

Mission

Our mission is to bring a unified cannabis buying experience for medicinal and adult recreational users in California by providing quality products from farm to table, knowledgeable staff, and a welcoming environment while being good neighbors in the communities in which we reside.

Vision

It is our vision to have a farm to table network of cannabis businesses in every California County while keeping a local presence to contribute to each one.

Values

- *Community:* We hire locally, purchase locally, and donate locally whenever possible.
- *Productivity:* We like doers. Our leadership team is made up of them. We go the extra mile to make sure everyone is on the same page and doing his or her part to get results and move plans and projects forward.
- *Innovation:* In these ever-changing times, it is imperative to foster innovation. We are constantly looking for ways to improve and become more efficient and effective, and we're happy to receive feedback from the businesses and communities we work with.
- *Teamwork:* We know it takes a village to make a lasting positive change and that is why we work with local municipalities and businesses to make the right decisions for the communities and to develop plans that can be followed through to completion and adaptation.
- *Transparency:* The time of closed doors is behind us. At Shryne Group, we want to have open communication with the business and municipalities we work with and we want them to communicate openly with us.

Our Experience

Brian Mitchell is the CEO of Shryne Group, Inc., a leading vertically integrated cannabis business in the industry. Today, it employs roughly 150 people throughout California and has developed an industry leading team that, combined, has opened and operated over 50 cannabis dispensaries throughout California, and holds multiple licenses in retail, manufacturing, distribution, and cultivation of cannabis. We own, manufacture, cultivate, and distribute some of

the top brands in the industry such as Stiiizy, EFEX, Honeyleaf, and Briceland Farms. With over 1,000,000 SF of cultivation and one of the largest producers of manufactured goods currently in California, Shryne Group is a low-cost producer in the State of California which gives us a significant competitive advantage for our retail operations. Being able to provide premium clean testing compliant products at the most affordable prices on the market has been the cornerstone of our success.

Our first store, called La Corona Wellness, opened to rave reviews in the Mission/Bernal Heights District of San Francisco. The location was originally a Latino-inspired Bar and Restaurant called Coronitas, and after many years, with changing demographics and gentrification, the owner of that bar and restaurant decided it was time for a change and cannabis retail use was sought. Today, it employs roughly twenty people from the specified list provided by San Francisco that outlines those most affected by the previous criminalization of cannabis. Our dispensary serves 250 to 400 customers a day and about 80% are repeat customers. Focusing on our **people**, our **processes**, and our **products** will continue to be our focus as we grow in this everevolving industry, and it is because of this focus, that we have 5-star ratings on both Weedmaps and Google reviews.



Shryne Group house brands

Locations

With excellent foresight, and maybe a little optimism, Shryne Group began purchasing properties in prime locations and building sizes to be used for legal cannabis businesses with the passing of Proposition 64. Some of those purchases have developed into thriving cannabis businesses, which include the following:

Humboldt: Shryne Group owns and operates Happy Valley Farms and Briceland Farms which are licensed outdoor cultivation sites. It employs 12-60 people, depending on the time of year, operates on 320 acres, and has 2.5 acres of cultivation.

Sacramento: Shryne Group owns and leases out six properties that when combined equal over 200,000 SF. On these properties are manufacturing, cultivation, and distribution businesses. Of these cannabis businesses, they produce such brands as Stiiizy, Farmer's Reserve, EFEX, and Honeyleaf. Shryne Group sources some of its retail products from these businesses.

Oakland: Shryne Group owns and leases out a property to a licensed manufacturing and distribution business that produces such brands as Honeyleaf, Stiiizy, EFEX, Humboldt Brothers, and Coppola.

Los Angeles: Shryne Group holds several cannabis business licenses for manufacturing, distribution, and indoor cultivation in the Los Angeles area. All locations are legally permitted and have no violations. Ironworks Collective's license was recently moved to

downtown Los Angeles in order to increase awareness and improve the dispensary's numbers. It will be in 8,000 SF of the 70,000 SF facility that will have multiple commercial cannabis businesses uses. It is expected to launch by the end of June 2019. Images for this location can be found in Appendix A.

San Francisco: Operating in San Francisco since mid-2018, La Corona Wellness was created and is owned and operated by Shryne Group. It has a 5-star rating on Google and a 4.9-star rating on Weedmaps.

Santa Barbara County: We have 45 licenses for a variety of cannabis businesses located in Santa Barbara County. A list of them can be found in the Cannabis Business Licenses section.

Because of this early investment in the cannabis industry, relationships were formed with cannabis operators. It was found that while these operators knew the ins and the outs of the cannabis industry, they did not necessarily know exactly how to set up successful business operations. Shryne Group was able to fill in those gaps and the exchanging of information, knowledge, and industry best practices developed. Additionally, Shryne Group has in its pipeline the following retail dispensaries:

Authentic 707: To be located on 160 East N St, Benicia, Authentic 707's application is being reviewed by the city. Images to the architecture concept can be found in Appendix B. It is a merit-based application process.

La Corona & Stiiizy in Chula Vista: These two retail storefronts for adult and medicinal sales are being reviewed by the City of Chula Vista. The estimated decision is the end of June or early July 2019.

Authentic 626: This retail storefront for adult and medicinal sales is being reviewed by the City of Pasadena. Interviews are slated to begin June 2019. If chosen, the City will help Shryne Group (dba Authentic 626) find a compliant location.

San Francisco: Shryne Group has applications in strategic neighborhood locations throughout San Francisco. 518 Brannan St is located in the South of Market, or SoMA, where five million square feet of new office and condominiums have been approved within a block of the property. 180 O'Farrell St located in fabled Union Square and promises to be one of our premier stores. 165 Mississippi St is located in the Dog-Patch area near the new Golden State Warriors Chase Arena. Images to the architecture concept of Brannan St. can be found in Appendix C. It is a first come, first serve application process.

Ironworks Collective: Ironworks Collective is slated to open by the end of June 2019. This will be our largest vertically integrated location which will offer cultivation, manufacturing, distribution, and retail.

Honeyleaf: This cannabis dispensary is being reviewed by the City of South Lake Tahoe and was submitted in conjunction with a Local Business Owner. The estimated decision time is June 2019. One part of the building is for the dispensary while the other part will be leased out to a high-end restaurant.

Riverside Wellness & La Corona Wellness: These cannabis dispensaries are being reviewed by the County of Riverside. The estimated decision time is early June 2019 and both applications were submitted in conjunction with Local Residents.

In summary, Shryne Group knows the ins and outs of the cannabis industry and its laws and regulations at both local and state levels. What makes us so successful? We are the marriage of the cannabis industry experience with fundamental business practices. Shryne Group does not focus on developing hype or brand awareness but is focused on developing the infrastructure of the business and developing relationships with communities, key policymakers, movers, leaders, as well as cannabis industry connections in order to expand quickly while still "keeping it local." This is the key to Shryne Group' success in and around the cannabis industry.

Shryne Group is at the top of our game and there is no sign of stopping. With complete controls in place from what cities to operate in and what improvements to make, all the way to strategic product pricing, Shryne Group a seamless operation. This is done while maintaining local relationships with nonprofits and organizations, incorporating industry best practices, and understanding the ever-changing laws and regulations of each city. This is no easy task, but one that Shryne Group gladly takes on. Shryne Group does it all.

Brian Mitchell – CEO, Owner



Brian Mitchell graduated from UC Davis and has spent over a decade serving as both a business leader and marijuana-advocate. He has helped open over ten dispensaries in California and is currently the CEO of Shryne Group, Inc. In addition to this, Brian also founded EFEX - a brand of mood-based cannabis products, Honeyleaf - a connoisseur grade cannabis brand, and Signature Painting and Construction. He also has a farm in Humboldt County called Happy Valley Farms which owns and operates a 160-acre parcel and is in the processes of securing a state license to grow marijuana. Brian currently employs over 100 people in various communities across California.

While attending school at UC Davis, Brian was diagnosed with cancer at the age of 21. At the time Brian was presented with several different treatment options, which would have caused him to have to withdraw from school and not work during the duration of the treatment. As a wholly self-supporting student, he knew these were not practical. After considerable research, Brian decided to take a different, holistic approach to recovery which included the use of cannabis. He eventually regained his health and has been an advocate for medical and recreational cannabis ever since.

His role in the day to day operations of Stiiizy in Marina will be to work with the city government, provide the overall direction of the dispensary, and make the final decisions regarding improvements and community engagement. Brian has many years of experience in starting up dispensaries and making them not only profitable but a benefit to the local community.

Jose Pecho – Community Outreach Director



Jose Pecho joined the US Army after graduating from high school and served in Europe. Jose brings extensive joint venture capital experience with expertise in cannabis real estate acquisitions, operations, management, dispositions, as well as debt placement for investment grade and income producing cannabis commercial real estate. His understanding of the cannabis industry and commercial real estate, particularly zoning, entitlements, and compliance, allows the company to move quickly on cannabis real estate for retail, land, industrial and R&D opportunities in emerging areas. Along the way, he has developed and continues to develop positive relationships with local organizations and nonprofits.

At Stiiizy in Marina, Jose will serve as Community Outreach Director, creating and maintaining positive relationships with our neighbors and continuously seeking input from the community. See the Neighborhood Compatibility Plan for more information and examples of outreach materials Jose will provide the community.

Supporting Team – Shryne Group

With so many moving parts in a large organization, a winning team has been developed to oversee all aspects of Shryne Group. While these members are not involved in the day-to-day operations of the Stiiizy location in Marina, they are involved in the operation of Shryne Group, Inc. Here are brief overviews of our key players:

Tony Huang, CRO & Co-Founder: With over a decade of experience in the cannabis retail and distribution industry, Tony has advised over 100 different retail locations throughout Southern California. Tony is a known expert in the industry who has played a significant role building and scaling retail operations with revenues exceeding \$100,000,000 annually. His success has allowed him to work with some of the most reputable and leading brands in the industry.

James Kim, CMO & Co-Founder: James created Kilo, one of the world's most successful, independent nicotine vape brands. He and his team are known flavoring and formulation experts having introduced, at the time, some of the most revolutionary flavors in the industry. James is also credited with helping pioneer the use of Electronic Cannabis Oil Delivery Systems (ECODS). His deep knowledge of traditional delivery systems allowed him to re-engineer what currently exists and the result is Stiiizy, one of the industry's fastest growing, most admired, award-winning brands.

David Erlichman, COO: David has 20+ years of extensive experience building and leading organizations ranging from small start-ups to global enterprises in cannabis, healthcare IT, semiconductors and defense. He specializes in driving innovation in the areas of Change Management, Supply Chain, Operations and Strategy. At the Shryne Group, he is responsible for corporate development & HR, operations and technology. David has MBAs from both Cornell and Queen's University.

Marshall Minor, CFO: Marshall is currently the Chief Financial Officer for the Shryne Group, where he oversees all financial and accounting operations for the company. Previously, he was the CFO for Aether Gardens (Solace Holdings), a licensed cannabis cultivation and extraction company based in Las Vegas, NV. Marshall has held senior finance roles with MGM Resorts International and several real estate development companies. He has extensive experience in corporate finance, capital raising, and M&A. Marshall began his career on Wall Street as an Investment Banker with Salomon Smith Barney, focusing primarily on the telecom and media space. He earned his Bachelor of Science degree in Finance with a specialization in Financial Derivatives from Virginia Tech.

Jon Avidor, Chairman & General Counsel: Jon has worked with innovators and investors from Silicon Valley, New York, and Tel Aviv since 2005. Prior to joining the Shryne Group, Jon practiced law at Sullivan & Cromwell in New York City and at Goodwin Procter in Silicon Valley, focusing on venture capital, private equity, real estate, and mergers & acquisitions. Some of his most notable accomplishments include representing Lynda.com in its sale to LinkedIn for \$1.5B in 2015, Modest.com in its sale to PayPal in 2015 and Replay Technologies in its sale to Intel for \$150M in 2016.

Ben Ballinger: Ben is the VP of Operations at Shryne Group. He has been the director of FXO Corporation, makers of EFEX cannabis products, and the President of Spektrum Distribution Co. which is the exclusive purveyor of EFEX, Honeyleaf, and Spektrum Farms products, as well as the official Northern CA distributor of Stiiizy and Humboldt Brothers. At Shryne Group, Ben is in charge of vendor management, quality assurance, inventory, compliance, warehousing and receiving, and support.

Daniel Masarsky: Daniel is the VP of Business Development at Shryne Group. As the cofounder of Frisco Vapor, Daniel has the experience needed to take the lead on product procurement, business development, distribution, customer resource management, branding, sales, marketing, and international expansion.

Jesse Robinson: Jesse is the VP of Cultivation and Manufacturing. He is in charge of cultivation activities and manufacturing build out.

Audie Vergara: Audie is the Marketing Manager at Shryne Group. He is from the Los Angeles area and is currently the manager for Apl.de.ap of the Black Eyed Peas. Audie is a marketing and business development expert with superior people skills and has a natural talent to communicate across all levels of an organization as well as with the general public. He develops materials to reach our desired audience.

David Batchelor: David is on our Advisory Board and has a strong aptitude for rapidly understanding disruptive market opportunities, aligning relations and partners to build companies, products, and services across targeted industries for scalable expansion and strategic exit.

Cannabis Business Licenses

Indoor Cultivation Licenses	Distribution	Small Outdoor Cultivation	
TAL18-0015481	A11-18-0000261-TEMP	TML18-0011191	TML18-0017395
TAL18-0015836	C11-18-0000050-TEMP	TML18-0011207	TML18-0017396
		TML18-0011272	TML18-0017398
Small Indoor License	All Small Mixed Light Tier 1 Cultivation	TML18-0011282	TML18-0017399
TAL18-0012924	TML18-0000353	TML18-0011868	TML18-0017400
	TML18-0000354	TML18-0011918	TML18-0017401
Adult-Use and Medicinal Retail	TML18-0000355	TML18-0011924	TML18-0017402
C10-18-0000134-TEMP	TML18-0000356	TML18-0011927	TML18-0017404
C11-18-0000506-TEMP	TML18-0000357	TML18-0011937	TML18-0017406
A10-18-0000097-TEMP	TML18-0000359	TML18-0011995	TML18-0017408
C10-18-0000180-TEMP	TML18-0000360	TML18-0012012	TML18-0017410
M10-18-0000413-TEMP	TML18-0000361	TML18-0012026	TML18-0017411
	TML18-0000362	TML18-0012044	TML18-0017413
Adult-Use and Medicinal Manufacturing	TML18-0000366	TML18-0012063	TML18-0017415
CDPH-T00001302	TML18-0000368	TML18-0012071	TML18-0017416
		TML18-0012083	
Processor License	Medium Outdoor Cultivation		
TML18-0013052	TML18-0011077	Nursery License	
		TML18-0013164	

DAY-TO-DAY OPERATIONS

Hours of Operation: Stiiizy will be open for business Monday through Sunday from p.m. as is permissible by MMC Chapter 19.02.100(J).

Stiiizy will maintain daily operating procedures to ensure compliance with all governing agencies to dispense and deliver cannabis products in a safe, compliant manner.

All Employees of Stiiizy will do the following daily:



Ħ			



Inventory Quantity: Stiiizy will only have the quantities of cannabis and cannabis products available on the dispensary floor that are anticipated to be sold on a daily basis. Restocking of inventory on the dispensary will be done during off-peak hours.

Estimated Time per Customer: The expected time for a customer to be on the premises is roughly 20 minutes. This includes the check-in process, waiting in line for a Budtender, recommendations from a Budtender (if applicable), and the check-out process.

Product Handling Process: Immediately after arriving, all employees must thoroughly wash their hands before handling ANY product. Gloves must be worn when handling product, including weighing, packaging, and/or counting inventory. Employees that handle product cannot have exposed cuts or wounds of any kind. It is expected that all Stiiizy employees have good hygiene. All product is stored in sanitized, airtight plastic bins to prevent degradation. Once all the flowers of a particular strain are used, additional flowers from the inventory room will be transferred to the storefront. However, before any new flowers can be transferred, the plastic bins will be thoroughly cleaned before transferring additional flowers to avoid any contamination.

Policies

Free Cannabis Goods

Stiiizy has a strict policy that no free cannabis goods will be provided for promotional purposes outside of the dispensary premises, whether donated or not. This is to limit access to cannabis and cannabis goods for those persons that are not legally allowed to obtain or use cannabis and cannabis products and is consistent with MMC Chapter 19.02.040(C) and Chapter 19.02.060(B).

Additionally, purchased cannabis and cannabis goods from Stiiizy or another retailer, are not allowed to be exchanged on the retail floor or anywhere on the property or within sight of the property line. As pursuant to Chapter 3.5411(a) of the BCCTR. Notification either verbally or written in 24-point font in a conspicuous location of such will be posted.

Packaging and Labeling

Stiiizy will not accept cannabis or cannabis products that are not packaged or labeled as they will/should be for final sale to the customers from distributors. The only item that may be placed on the packaging is a barcode sticker for inventory tracking purposes that do not obscure any labels required by the MAUCRSA or the BCCTR.

Other than immature plants and seeds, all sold cannabis and cannabis products will be placed in an opaque exit package. Starting January 1, 2020, the exit package will be resealable, tamper-evident, and child resistant as pursuant to Chapter 3.5413 of the BCCTR.

Dress Code

All Stiiizy employees are required by law to wear an identification badge that is compliant with Chapter 1.5.5043 of the BCCTR. Additionally, all clothing must be in compliance with Chapter 7.5806 of the BCCTR.

- Shirts: All employee are also required to wear a Stiiizy shirt that is provided upon hiring.
- **Shorts:** Must extend a minimum of four (4) inches past the cleft of the buttocks and contain no holes that show skin.
- **Skirts:** must cover the employee's front, rear, and undergarments when performing standard work activities such as standing, sitting, bending, stooping, or climbing a ladder.
- **Pants:** may not have holes that show skin and must cover undergarments (i.e. no sagging pants).

Please note that a specific sign addressing all customers and employees will be posted in a conspicuous location noting that hats, sunglasses, hoodies, or anything else obstructing the view of a person's face must be removed when on the premises. This policy will be enforced by both managers and security guards so that identification of persons will be clearly seen when on video surveillance.

Under no circumstances will employees, managers, security guards, and/or customers be allowed on the premises if he or she is not wearing appropriate clothing as defined previously for employees and staff or if the customer is not fully clothed and wearing shoes.

City Cooperation

In accordance with MMC Chapter 19.02.100(C), all on-site managers' contact information; including, names, telephone numbers, street addresses, and email addresses; will be provided to the Police Department including the contact information of at least one 24-hour on-call manager. This will be updated with the Police Department as necessary to keep the information current.

Postings

All postings and signage will comply with MMC Chapter 17.59. As pursuant to MMC section 17.59.040(A) all signage will be reviewed by the design review board for approval. A sign permit will be obtained from the building department before placement, construction, erection, relocation, or alteration as required by MMC section 17.59.050(A).

Stiiizy will be diligent in ensuring no cannabis products or graphics depicting cannabis will be visible from the exterior of the property as pursuant to MMC Chapter 19.02.080(C).

The following posting will be made in order to be in full compliance with the MMC Section 19.02.080(A) and shall be easily read from a distance of five feet:

- FOR MEDICAL: This Dispensary only provides medical cannabis to its 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.

The following posting will be made in order to be in full compliance with the MMC Section 19.02.080(B) and shall be in a conspicuous location inside the building 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.

Good Neighbor Policy

Stiiizy will include, but may not be limited to, a commitment to:

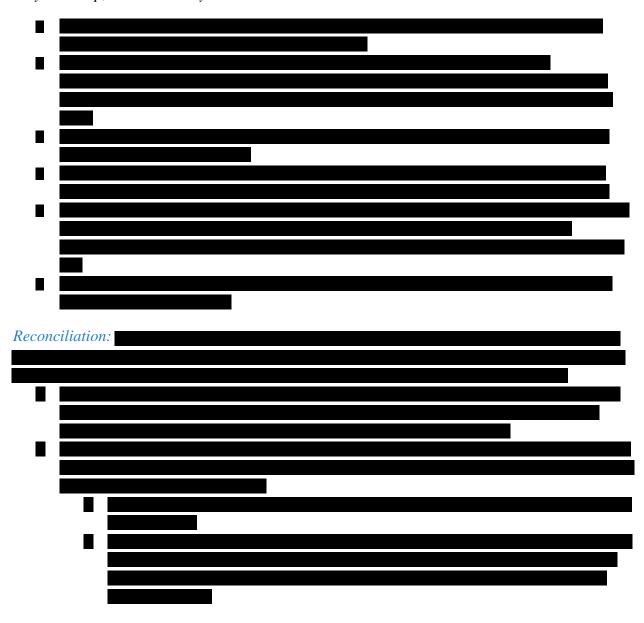
- 1. Provide outside lighting in a manner that illuminates the outside street and sidewalk areas and adjacent parking as appropriate, in accordance with Marina regulations.
- 2. Provide adequate and appropriate ventilation to prevent any significant noxious or offensive odors from escaping the premises.
- 3. Maintain the premises, adjacent sidewalk and/or alley in good, clean condition at all times.
- 4. Prohibit patrons from double-parking directly outside the premises.
- 5. Prohibit loitering in or around the premises.
- 6. Prohibit littering in or around the premises.
- 7. Prohibit the consumption of cannabis products in and around the premises.
- 8. Post notices on the premises that:
 - a. Direct patrons to leave the establishment and neighborhood peaceful and in an orderly fashion.
 - b. Direct patrons to not litter or block driveways.
 - c. Advise individuals of the prohibition on loitering.
 - d. Advise individuals that smoking of cannabis is prohibited in public places.
- 9. Ensure notices are clear, well-lit, prominently displayed and maintained at all public entrances to and exits from the establishment.
- 10. Secure the premises within 50 feet of any public entrance and exit.

Copies of policy statements shall be given to first-time customers. Should patrons disobey any of the prohibited rules after receiving copies of our policy statement, they will be barred from our stores.

Inventory	

Shryne Group, Inc. dba Stiiizy	

Commercial Cannabis Business – Retail, Adult-Use and Medicinal



Recalls: The following actions will be put in place for the recalling of cannabis and cannabis products:

Factors Dictating a Recall (including but not limited to):

- Laboratory testing reports show the presence of pesticide residues not permitted for use on cannabis, or a residual of permitted pesticide above that which has been determined as safe in sampled cannabis or cannabis products.
- Retail cannabis and cannabis product is found to have a contaminant in levels exceeding those established as permissible by the state, which shall be considered to be a failed contaminant test.
- Use of solvents that were not approved for use.
- If a test is found to contain levels above those established by the state agency, of any mold, mildew, or filth that could be toxic if consumed.

- If the THC content of a cannabis product is determined through testing to not be homogenous, within the allowable margin of error as established by applicable state regulations, then it shall be considered to have failed potency testing.
- Cannabis product contains undeclared allergens.
- Distributor initiated recall
- Manufacturer initiated recall
- Cultivator initiated recall
- Department of Health and Safety initiated the recall

Notification to the Health and Safety Department and Customers: An email from the General Manager will be sent to the Marina Health and Safety Department which covers the following topics:

- Description of product(s)
- Brand of the product(s)
- Track and Trace Information
- Contact information and state license number of the provider of the product(s)
- Reasons for the recall
- Source of the implicated cannabis/cannabis product
- Actions taken to remedy the situation (including instructions for returning the product(s).

Recalled Product: The recalled product will be quarantined from other cannabis and cannabis products and held for 72 hours in order for the Department of Health and Safety to take any necessary samples before the products are destroyed or sent back to the provider. Disposal of the recalled products will be handled as stated previously. Recalled products will be recorded within Treez (Record Tracking Software).

State Testing Requirements: As briefly mentioned earlier, all vendors are thoroughly vetted and due diligence is performed in order to ensure that the product received by Stiiizy has passed all necessary State Testing Requirements as laid out in MAUCRSA Chapter 11 and the table provided on the following page by the Bureau of Cannabis Control:



ALL CANNABIS HARVESTED ON OR AFTER 1/1/2018 AND ALL CANNABIS PRODUCTS MANUFACTURED ON OR AFTER 1/1/2018, SHALL BE TESTED ACCORDING TO TITLE 16 OF THE CALIFORNIA CODE OF REGULATIONS, SECTION 5715, AND THE REGULATIONS THAT FOLLOW.

PHASE-IN OF REQUIRED LABORATORY TESTING	INHALABLE CANNABIS	INHALABLE CANNABIS PRODUCTS	OTHER CANNABIS & CANNABIS PRODUCTS
JANUARY 1, 2018			
Cannabinoids Testing	~	~	~
Moisture Content Testing	~		
Category II Residual Solvents and Processing Chemicals Testing		~	~
Category I Residual Pesticides Testing	~	~	~
Microbial Impurities Testing (A. fumigatus, A. flavus, A. niger, A. terreus)	~	~	
Microbial Impurities Testing (Escherichia coli and Salmonella spp.)	~	~	~
Homogeneity Testing of Edible Cannabis Products			~
JULY 1, 2018			
Category I Residual Solvents and Processing Chemicals Testing		~	~
Category II Residual Pesticides Testing	~	~	~
Foreign Material Testing	~	~	~
DECEMBER 31, 2018			
Terpenoids Testing	~	~	~
Mycotoxins Testing	~	~	~
Heavy Metals Testing	~	~	~
Water Activity Testing of Solid or Semi-Solid Edibles	~		~
Bureau of Cannabis Control 1625 North Market Boulevard, Suite Sacramento, CA 95834 (800) 952-5210	202-S F	or the latest updates, follow the Bureau on social media	f 0 C

Employees

Stiiizy recognizes that its workforce may be new and unfamiliar with cannabis and its effects. Not only will we provide our new teammates with comprehensive onboarding, but we will also seek to partner with strategically aligned community-based organizations to develop cannabis job training and readiness programs.

We provide the public and the underserved communities an avenue for job seekers to improve or learn new skills in cannabis and then find dedicated, verified placement in the industry. It has the potential to positively affect the overall health of our industry - a ready and properly trained workforce provides for improved employee job satisfaction which leads to less churn and improved benefits for all. It is paramount that in the early years of this new industry there is a detailed roadmap to train and retain talent to nurture new professionals.

Onboarding			

Staffing and Livable Wages

Budtenders will be staffed at two to three per shift. For Fridays and Saturdays, there will be four Budtenders staffed as this is the peak period for the week. We are flexible to work with Budtenders' availability. There will be three Security Guards on site during operating hours and one onsite during non-operating hours.

Stiiizy will provide its employees with a livable wage. In Marina, companies with 25 or fewer employees have implemented the below minimum wage requirements:

- Starting January 1, 2020, increases the minimum wage to \$12.00 per hour.
- Starting January 1, 2022, increases the minimum wage to \$14.00 per hour.

For entry-level positions, Stiiizy will provide a wage of \$18.00 per hour, 50% higher than California's 2020 minimum wage of \$12.00. We will also provide our full-time employees with competitive salaries and additional benefits including employer paid medical, dental and vision, 401k with employer match, paid sick leave, flexible spending accounts for medical and dependent care, employee discounts, commuter transportation benefits and paid vacation leave.

- Stiizy will not discriminate based on race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, disability, age (40 or older) or genetic information (including family medical history). It is illegal and will not be tolerated.
- Stiiizy will provide reasonable accommodations (changes to the way things are normally done at work) to applicants and employees who need them for medical or religious reasons, as required by law.
- Stiiizy employees can and should report discrimination directly to the store manager.
- Stiiizy employees will not be punished for reporting discrimination, participating in a discrimination investigation, lawsuit, or opposing discrimination.
- Stiiizy will protect the confidentiality of employees who report discrimination or participate in a discrimination investigation to the greatest possible extent.
- Stiiizy will require managers and other employees with human resources responsibilities
 to respond appropriately to discrimination or to report it to individuals who are
 authorized to respond.
- Stiiizy will provide for prompt, thorough, and impartial investigation of complaints.
- Stiiizy will provide for prompt and effective corrective and preventive action when necessary.
- Stiiizy will consider requiring that employees who file internal complaints be notified about the status of their complaint, the results of the investigation, and any corrective and preventive action taken.

Employee Safety

Stiiizy is committed to providing a secure environment that facilitates safe access for its visitors and a safe workplace for its employees while minimizing any risk to the surrounding community. A plan has been developed for Stiiizy in Marina which details the security features and methodology for the protection of individuals, products, data, and location. Included in this plan are security protocols for day-to-day operations, surveillance, and emergency response. This plan details how visitors will be processed in accordance with State law to prevent any unauthorized

access to Stiiizy. The plan has been developed according to requirements laid out in the BCCTR Chapter 1 Article 5 as well as in the Marina Municipal Code, Chapter 19.02.070

It is important to note that safety is the responsibility of every Stiiizy employee.

Our Security and Safety Plans will be provided to each employee for their familiarization. Each person with a role to play during an emergency, such as the Fire & Life Safety Director, Security Director/Liaison, Emergency Response Team, Emergency Wardens, and Assistant Monitors, will be issued his/her own copy of this Plan. Each has a responsibility to read, understand, and constantly enforce the provisions contained within it. Updates shall be provided to all employees and full training for such updates are the responsibility of all concerned. Further, drills and exercises to test the knowledge of and compliance of our Security and Safety Plans should be done on a regular, and at least an annual basis. The materials and procedures to be contained within the plan will provide the basis for decisions and actions to mitigate possible emergencies, minimize potential injury, loss of life and/or property, as well help everyone to return to their normal lives at the end of the day.

Additional Employee Policies

Illness: Any and all employees that show signs of illness and are a potential for infecting others will not be allowed to work until he or she is no longer contagious. It is up to management's discretion if an employee shows signs of illness but does not have any of the previously mentioned infectious agents.

California's Healthy Workplaces: Healthy Families Act of 2014 (AB 1522) is one of the more comprehensive paid sick leave laws in the US. It mandates that three days of sick leave are available to full-time employees. As of January 31, 2018, AB 1522 has been expanded to impact nearly all California employers.

Paid sick leave is time off that employees can utilize to attend their own or their family's medical needs, paid at their regular pay rate. This can include illnesses, doctors' appointments or, in California, time away due to domestic violence issues. While not required by federal law, three days of paid sick leave is required in California. In addition, many cities in California have similar requirements, such as San Francisco, that requires 72 hours of paid sick leave be provided to full-time employees. In California, there are two statutes that address paid sick leave: Healthy Workplaces (Healthy Families Act of 2014) and the California Wage Theft Protection Act.

Workers Compensation Leave: Stiiizy recognizes and respects an employee's right to file a workers' compensation claim. Stiiizy provides workers' compensation insurance for all employees. No premium is charged to the employee for this coverage and no individual enrollment is required.

Employees who suffer a work-related injury or illness, and who report for medical treatment during working hours on the day of the injury, will be compensated at their regular rate of pay for the time lost while receiving treatment up to a maximum of eight hours, providing that the total hours paid on the day of the injury does not exceed the number of hours that the employee

Customers

would normally work in a given work day. Follow-up appointments such as Physical Therapy (PT), Occupational Therapy (OT), chiropractic treatments, etc., should be scheduled for nonworking hours. Unless otherwise required by law, employees may not return-to-work following a work-related injury or illness until their return is approved by the treating physician. Providing the employee is released without restrictions, they will return to the job they had prior to their injury or illness. Upon returning from workers' compensation leave, employees must submit a health care provider's verification of their release to return to work. Any of these procedures may be altered to comply with applicable laws, such as the American with Disabilities Act, the Family Medical Leave Act, and/or applicable State law.

Jury and Witness Duty: Generally, any employee wishing to serve on jury duty or required to appear in court as a witness may do so. If an employee is called for jury duty or to appear as a witness, the employee must notify their immediate supervisor within forty-eight (48) hours of receipt of the jury summons or witness subpoena so that arrangements can be made to accommodate their absence. The Human Resources Department or Liaison must receive a copy of the summons and notification of any court compensation. Employees are expected to report to work whenever the court schedule permits. Managers may also request that employees gone for jury duty telephone them daily to discuss work issues.

National Guard or Military Leave: The Company will provide an unpaid military leave of absence to all employees in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) or other applicable federal, state and local law. Stiiizy will abide by the USERRA and/or other applicable laws regarding the reinstatement of employees returning from Military Leave that are in effect at the time the employee is returning from Military Leave. Under the USERRA an employee is entitled to return to the position of employment which he or she held prior to taking Military Leave under certain conditions and we will abide by regulations governing any military personnel.

Age Verification

Stiiizy will only dispense to those who are twenty-one years old or older. Stiiizy will never dispense to any person who is under the age of twenty-one in compliance with State law and MMC section 19.02.060(A).

Consumption on Premises

Stiiizy will have a strict No Consumption Policy on premise. The only permissible consumption of cannabis products is in accordance with MMC Chapter 19.02.110(D) which states "This section does not prohibit the testing of medical or adult cannabis products by staff of a dispensary or the use of tinctures or topical medical cannabis products that do not have intoxicating effects."

Medical Cannabis: Consistent with MMC Chapter 19.02.110(A), smoking of medical cannabis is prohibited on the premises.

Tobacco: Consistent with MMC Chapter 19.02.110(B) no tobacco will be sold at Stiiizy and customers will be prohibited from consuming tobacco on premise.

Alcohol: The sale, service, and consumption of alcoholic beverages at Stiiizy are prohibited. Additionally, Stiiizy prohibits any person in possession of an alcoholic beverage from entering or remaining on the premises.

Daily Limits

It will be the responsibility of Stiiizy, our Budtenders, and our Managers to confirm the daily limits are respected for a single customer. Our Budtenders and our Managers will ensure the following limits are followed, as pursuant to the BCCTR Chapter 3.5409:

- No more than 28.5 grams of non-concentrated cannabis; 8 grams of cannabis concentrate as defined in Business and Professions Code section 26001, including cannabis concentrate contained in cannabis products; and 6 immature cannabis plants will be sold to an adult-use customer in a single day.
- Stiiizy will not sell edible cannabis products containing more than 10 milligrams of THC per serving nor edible cannabis products containing more than 100 milligrams of THC per package.
- No cannabis products will be sold that are in the shape of a human being, either realistic or caricature, animal, insect, or fruit.
- No cannabis-infused beverages or powder, gel, or other concentrate with instruction for the preparation of Cannabis-infused beverages will be sold.
- The above-mentioned limits cannot be combined if the customer is an adult-user and medicinal user.

Education

At each register, there will be a booklet containing information regarding every product sold by Stiiizy. The staff is there to help customers make informed decisions regarding what cannabis and cannabis products they purchase and the differences between those products, including potency and effects, and how it might affect the customer if this is his or her first time consuming cannabis. On average, a Budtender will spend roughly 5 to 10 minutes with each customer.

Customer Service

We strive to create and nurture an atmosphere of comfort, safety, trust, and unmatched customer service for all patients and customers. Above all else, the Stiiizy team treats others with respect, maintains positive attitudes and are quick to take the extra step to make the customers feel appreciated. The cannabis industry is still getting its foothold in California and there are a lot of new users that are not properly educated with the current laws and the depth of products that Stiiizy offers. It is our collective task to educate people and provide the best customer experience. Free educational and information forums at our store will be part of our community outreach and engagement, which will be continuous.

Complaints/Disturbances

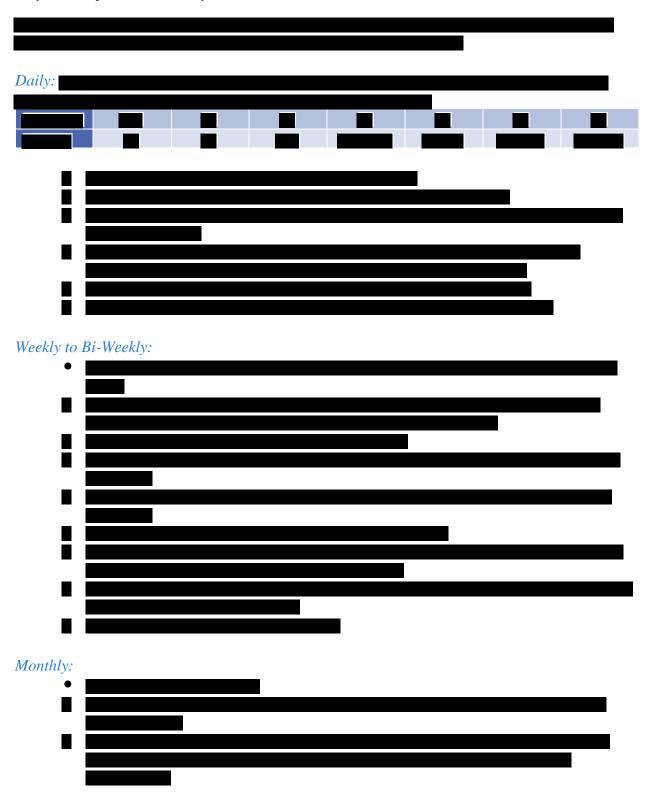
Any complaints will be handled by the manager on duty. The manager will pull the affected parties aside and out of earshot of other customers and staff. Detailed notes will be taken and action steps will be made to remedy the issue. These notes will be stored in a specific file to ensure they are followed-up on afterward.

Disturbances will be handled by security as well as the on-site manager. A reasonable attempt will be made to mitigate the situation. If necessary, all video footage will be provided to the Police. Proper notes will be taken immediately following the situation and filed appropriately. At the following manager's meeting, a recount of the event will be provided, and steps will be taken to ensure it does not happen in the future.

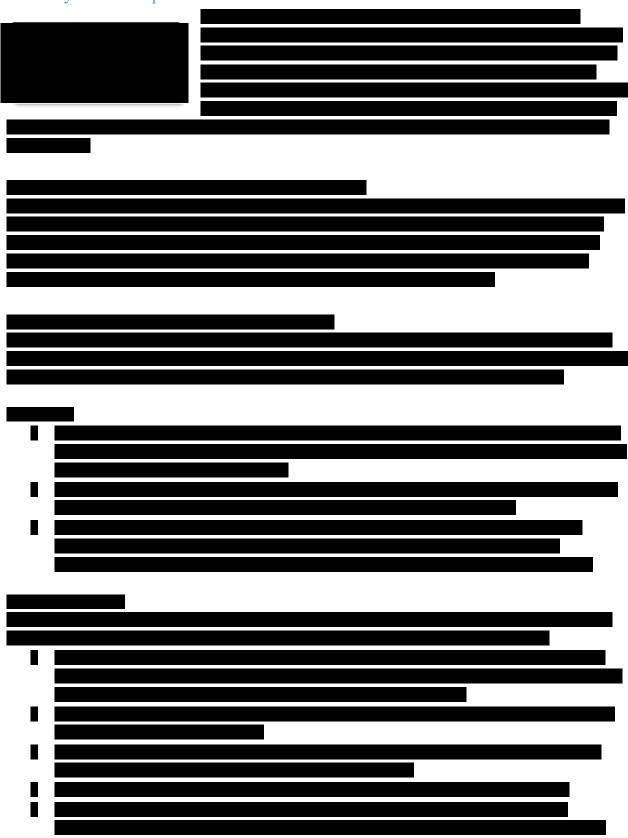
Returns

Our return policy is in alignment with Chapter 3.5410 of the BCCTR. If a customer so desires to return a cannabis product purchased at our location within Marina, he or she may do so as long as there is, at a minimum, 50% of the product remaining. If it is a flower product, the customer may return or exchange it and they may only return up to three flowers per year. If it is any cannabis product other than a flower, and, at a minimum, 50% remains, the customer may return or exchange the product. The distributor, cultivator, or manufacturer that provided the product is contacted and they will have someone come out to look at the product. If it is found to be a dysfunctional product, the distributor, cultivator, or manufacturer will send a replacement product free of charge. The returned product will be destroyed according to Chapter 5.5054 of the BCCTR. Please see Removal/Disposal of Cannabis Goods section for additional information.

Loitering		
	•	
Accounting Procedures		



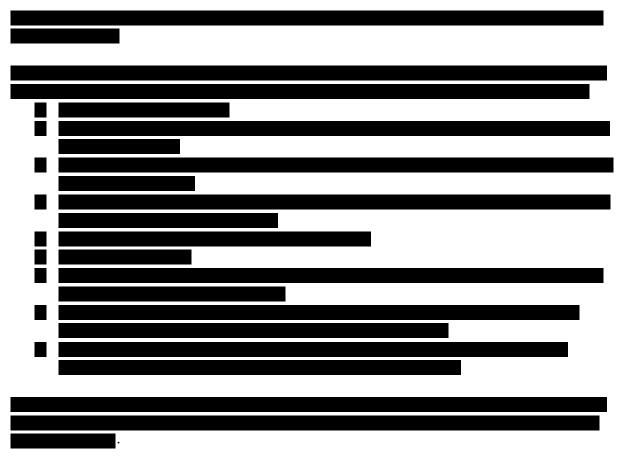
Delivery Service Operation



ercial Cannabi Group, Inc. di	Retail, Ad	ult-Use and	Medicinal

Delivery Procedure	

Commercial Cannabis Business – Retail, Adult-Use and Medicinal Shryne Group, Inc. dba Stiiizy
Process to Track and Maintain Communication with the Delivery Person at all Times
Process to Verify Deliveries and Provide Accurate Manifest for Audit Purposes



Inquiries by Law Enforcement or the BCC

As pursuant to the BCCTR Chapter 3.5418(h), Stiiizy's delivery driver(s) shall provide, upon immediate request by the Bureau or any law enforcement officer:

- 1. All delivery inventory ledgers from the time the driver left Stiiizy up to the time of the request
- 2. All delivery request receipts for cannabis goods carried by the driver, in the vehicle, or any deliveries that have already been made
- 3. The log of all stops from the time the driver left Stiiizy's premises

CONFORM TO LOCAL AND STATE LAW

The collection of over 50 licenses demonstrates our ability to thrive within this highly regulated industry. With a mix of small indoor cultivation licenses to manufacturing, distribution, and retail, we understand the different laws and regulations that are put in place not only by the state but individual cities as well. Throughout this proposal, Stiiizy has done its best to reference the Bureau of Cannabis Control Text and Regulations (BCCTR), the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), as well as the Marina Municipal Code (MMC) as much as possible. Stiiizy knows the importance of having a team that recognizes and understands the local and state regulations. We are constantly on the lookout for new and updated regulations.

Because the cannabis industry is a "budding" industry (pun intended), we know how important it is to get started on the right foot. First impressions are everything! That is why we intend to keep a close eye on each of our dispensaries as well as develop relationships and partnerships with policymakers, business leaders, and community leaders. It is important to foster those relationships so we are able to adapt to the changes to remain in full compliance. We are proud of the fact that not one of our locations has ever received a fine or warning from any governing body or community.

Stiiizy has addressed the items laid out in MMC Chapter 19.08.010. The sections mentioned can all be found throughout this proposal.

Medicinal and Adult-Use Retail Dispensary

Shryne Group, Inc. dba Stiiizy intends to operate as a both an Adult-Use dispensary as well as for Medicinal use. Stiiizy will be in full compliance with the BCCTR Chapter 1.3.5025(b):

- 1. We will hold both a A-designation and M-designation on the license for our storefront retail dispensary; and
- 2. We will only conduct business as a dispensary with delivery services.

Additionally, we will have a designated POS and retail counter that contains Medical Only cannabis products, in addition to the standard display. This is in compliance with the BCCTR Chapter 1.3.5025(e) which states that cannabis products which are designated "For Medical Use Only" will only be sold to Medicinal patients with valid physician's recommendation. Medicinal patients that are under 21 years of age (but 18 and older) will be required to purchase at this designated POS. For those patients that are under 21, they must be accompanied by a legal guardian at all times while inside the dispensary.

In accordance with MMC Chapter 19.02.035, all Medicinal patients that frequent our dispensary will be added as Members. For this membership process, a copy will be made of the Physician's recommendation and the listed Physician will be contacted initially, as well as every twelve months, to confirm that the patient is indeed a patient, unless the recommendation expressly states that is has a longer term or does not expire. A digital copy of this verification will also be kept on file.

INVENTORY TRACKING AND MONITORING

Records Software



Track-and-Trace

Use of the California Track-and-Trace System is now mandatory for all cannabis and cannabis products. is able to implement the requirements as identified in MAUCRSA Chapter 6.5. According to the Trace-and-Trace System, the following steps will be taken to be compliant at our location in Marina:

- 1. Submit an annual license application
- 2. Register and complete the CCTT Account Manager New Business System Training
- 3. Set up Business Profile
- 4. Set up Product Profile

We will be able to receive, update, and provide the information that is laid out in MAUCRSA Chapter 6.5.26067 and the BCCTR Chapter 1.6.5049.

With Track-and-Trace requirements and we will be able to track any and all information regarding each individual product that is received by our dispensary and then sold to the enduser, including if products have been returned and/or destroyed.

With each sale of cannabis or cannabis products, the total quantity, unit of measure, date and time, and total dollars of the sale are recorded. This is all recordable by

Copy of sales invoices/shipping manifests will be scanned into the dispensary files and retained to be made available to a governing authority's request.

SCHEDULE

Retail Dispensary Timeline				
EVENTS	ESTIMATED COMPETION DATES			
Approval from Marina to Proceed	October 16, 2019			
CUP Application Submitted	November 15, 2019			
Submission for Building Permits	November 15, 2019			
Issuance of Building Permits	December 16, 2019			
CUP Awarded	January 17, 2020			
Tenant Improvements Begin	January 24, 2020			
Completion of Construction	March 27, 2020			
Pre-Opening Training/Open for Business	April 20, 2020			

The Application Selection Process is estimated to be from June 7 to October 16, 2019. Starting from there, it will take an estimated 30 days to gather the necessary documentation in order to submit for the Conditional Use Permit as well as Building Permits. During that waiting period, we will begin planning for the tenant improvements and alignments with the different contractors needed to complete the work. We will also be submitting for our State License Permit during this time.

Once the CUP is awarded and the Building Permits approved, we will begin on the tenant improvements with the goal of completing by March 27, 2020. We have accounted for some buffer time as well as the hiring and training process of new employees for our Stiiizy location in Marina. Our overall goal is to have our grand opening by April 20, 2020.

Please keep in mind that the following items may be adjusted later on once a more thorough review of the property can be conducted by contractors in order to make the necessary improvements to the property to ensure safety, security, and compliance.



Once Stiiizy is awarded the CCB, tenant improvements will begin. The intended improvements include installation of security features (cameras, alarms, etc.) which can be more thoroughly described in the provided security plan. The rafter tails would be cut back to the edge of the building and a new wall would be constructed on top of the existing wall to hide the existing roof line. Metal flashing would bridge between the existing roof and the new wall so water could drain to the back of the building. The windows around the building remain in this scheme, with the addition of two windows to the lobby to match the existing windows. A new metal canopy would be tied back to the existing structure to shield the entry from the weather. The 6' perimeter fence is composed of 6" square metal posts with framed metal infill panels of complimentary color to the building.



BUDGET

REAL ESTATE AND ADMINISTRATIVE EXPENSES	TOTALS		
Rent	\$	20,580.00	
Capital Improvements	\$	274,400.00	
Other	\$	25,000.00	
Legal and Accounting Fees	\$	10,000.00	
Insurance	\$	12,000.00	
Pre-Opening Salaries and Benefits	\$	46,800.00	
Totals	\$	388,780.00	

CAPITAL EQUIPMENT LIST	TOTALS			
Furniture	\$	25,000.00		
Equipment	\$	22,000.00		
Fixtures	\$	25,000.00		
Track and Trace & Treez POS	\$	5,000.00		
Other	\$	10,000.00		
Totals	\$	87,000.00		

OPENING INVENTORY	TOTALS
Dry Flower	\$ 230,000.00
Concentrates	\$ 120,000.00
Accessories	\$ 24,000.00
Totals	\$ 374,000.00

ADVERTISING AND PROMOTIONAL EXPENSES	TOTALS			
Advertising	\$	20,000.00		
Signage	\$	10,000.00		
Printing	\$	15,000.00		
Travel/entertainment	\$	10,000.00		
Other	\$	5,000.00		
Totals	\$	60,000.00		

OTHER EXPENSES	TOTALS		
Reserve for Contingencies	\$	94,500.00	
Security Cameras	\$	25,000.00	
Other	\$	15,000.00	
Totals	\$	134,500.00	

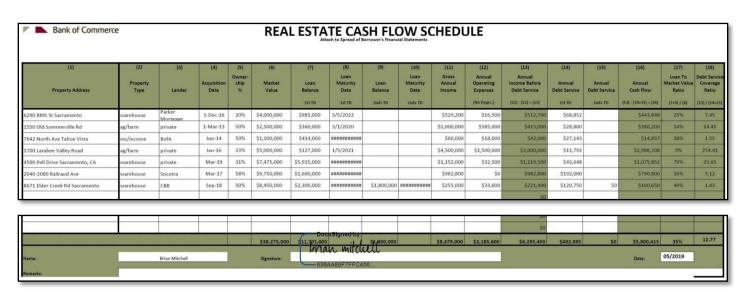
ESTIMATE TOTALS FOR INITIAL INVESTMENT \$1,044,280.00

SOURCES AND USES OF CAPITAL

Initial Investments							
LINE ITEM	AMOUNT						
Initial Investments Estimate	\$ 1,044,280.00						
1 Year Operational Expenses	1,412,473.11						
TOTALS	\$ 2,456,753.11						

Stiiizy is part of a much larger organization (Shryne Group, Inc.) which is able to generate revenue from many different streams that are independent of each other. Just one example is the controlling of properties that are leased out. The following image shows seven properties that are under the control of Brian Mitchell and generate \$5.8 million in revenue on an annual basis.

Here is a zoomed in view of the document stating the Real Estate Cash Flow. Please see the following page for the official page.

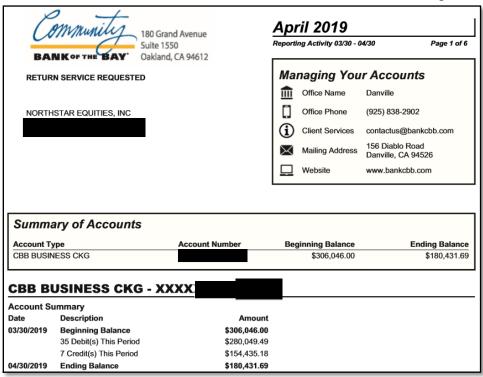


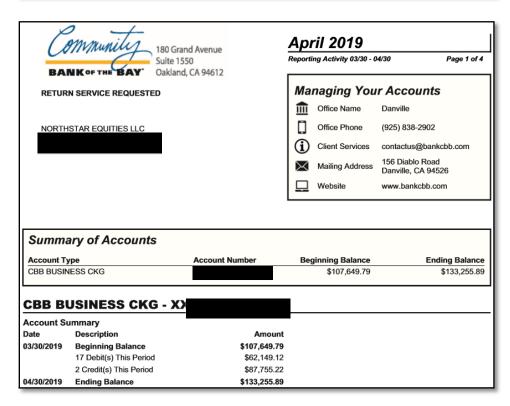
Regulatory Safety Permit Application SGI 740 Palm, LLC dba Stiiizy

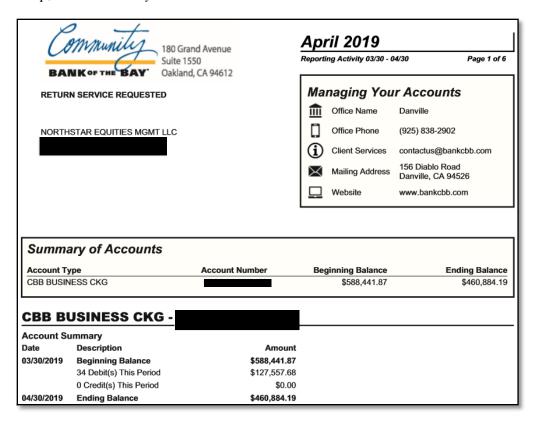
■ Bank of Commercial	rce				REA	L ESTA	TE CA	SH FL(OW S(CHEDU	JLE					
(1) Property Address	(2) Property Type	(3) Lender	(4) Acquisition Date	(5) Owner- ship %	(6) Market Value	(7) Loan Balance	(8) Loan Maturity Date	(9) Loan Balance	(10) Loan Maturity Date	(11) Gross Annual Income	(12) Annual Operating Expenses	(13) Annual Income Before Debt Service	(14) Annual Debt Service	(15) Annual Debt Service	(16) Annual Cash Flow	(17) Loan To Market Val Ratio
		Parker				1st TD	1st TD	2nd+ TD	2nde TD		(No Deprc.)	(11) - (12) = (13)	1st TD	2nd+ TD	[13] - (14+15) = (16)	(7+9) / (6)
6290 88th St Sacramento	warehouse	Mortgage	1-Dec-16	20%	\$4,000,000	\$985,000	3/5/2022			\$529,200	\$16,500	\$512,700	\$68,852		\$443,848	25%
1550 Old Summerville Rd	ag/farm	private	1-Mar-13	50%	\$2,500,000	\$360,000	3/1/2020			\$1,000,000	\$585,000	\$415,000	\$28,800		\$386,200	14%
7642 North Ave Tahoe Vista	res/income	BofA	Jun-14	50%	\$1,100,000	\$414,000	пичлиничлич			\$60,000	\$18,000	\$42,000	\$27,143		\$14,857	38%
1700 Larabee Valley Road	ag/farm	private	Jan-16	33%	\$5,000,000	\$127,000	1/5/2021			\$4,500,000	\$1,500,000	\$3,000,000	\$11,792		\$2,988,208	3%
4500 Pell Drive Sacramento, CA	warehouse	private	Mar-19	31%	\$7,475,000	\$5,915,000	***************************************			\$1,152,000	\$32,500	\$1,119,500	\$43,648		\$1,075,852	79%
2040-2080 Railraod Ave	warehouse	Socotra	Mar-17	58%	\$9,750,000	\$1,600,000	ипалипалипа			\$982,800	\$0	\$982,800	\$192,000		\$790,800	16%
8671 Elder Creek Rd Sacramento	warehouse	СВВ	Sep-18	50%	\$8,450,000	\$2,300,000	************	\$1,800,000	панипаниила	\$255,000	\$33,600	\$221,400	\$120,750	\$0	\$100,650	49%
												\$0				
												\$0				
			-									\$0				
												\$0				
												\$0				
												\$0				
												\$0				
												\$0				
												\$0				
												\$0				
												\$0				
												\$0				
												\$0				
												\$0				
												\$0				
												50				
												\$0				
												\$0				
												\$0				
												\$0				
												\$0				
												\$0				
												\$0				
						- am	- Gionnella					\$0				
					\$38,275,000	\$11,701,000	in mital	\$4,800,000		\$8,479,000	\$2,185,600	\$6,293,400	\$492,985	\$0	\$5,800,415	35%

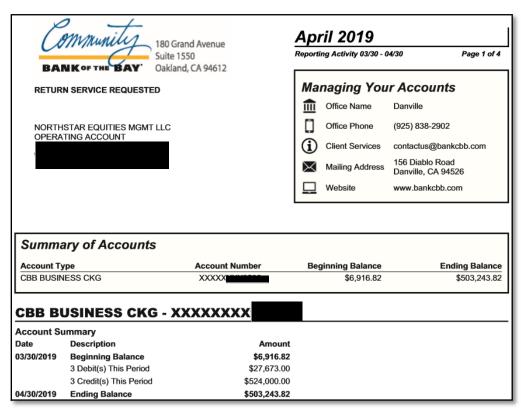
PROOF OF CAPITALIZATION

At the beginning of 2019, a merger occurred between Northstar Equities, Inc. and Shryne Group, Inc. The following is proof of access to funding under the name of Northstar Equities, which Brian Mitchell is the CEO of. When combined, we have over \$1.2 million in liquid assets.







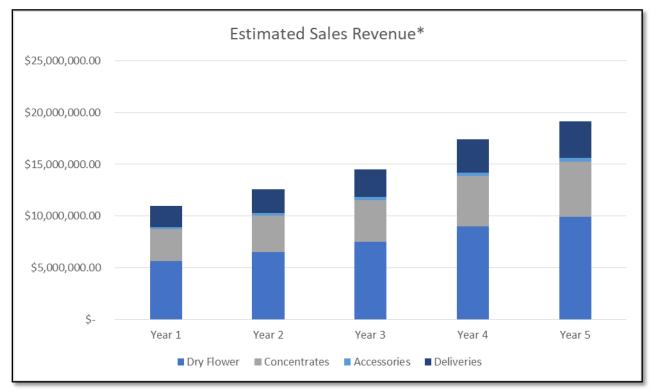


PRO FORMA

IKOTOKWA				1
STIIIZY	1st Year Only			
REVENUES	Year 1	Year 2	Year 3	Per Day
Dry Flower	\$ 5,670,000.00	\$ 6,520,500.00	\$ 7,498,575.00	\$ 15,750.00
Concentrates	\$ 3,060,000.00	\$ 3,519,000.00	\$ 4,046,850.00	\$ 8,500.00
Accessories	\$ 231,016.72	\$ 265,669.23	\$ 305,519.61	\$ 641.71
Deliveries	\$ 2,000,000.00	\$ 2,300,000.00	\$ 2,645,000.00	\$ 5,555.56
Excise Tax	\$ 1,644,152.51	\$ 1,890,775.38	\$ 2,174,391.69	\$ 4,567.09
TOTAL REVENUES	\$12,605,169.23	\$14,495,944.61	\$16,670,336.30	\$ 35,014.36
COST OF GOODS SOLD	Year 1	Year 2	Year 3	Per Day
Dry Flower	\$ 2,835,000.00	\$ 3,260,250.00	\$ 3,749,287.50	\$ 7,875.00
Concentrates	\$ 1,530,000.00	\$ 1,759,500.00	\$ 2,023,425.00	\$ 4,250.00
Accessories	\$ 115,508.36	\$ 132,834.61	\$ 152,759.80	\$ 320.86
Deliveries	\$ 1,000,000.00	\$ 1,150,000.00	\$ 1,322,500.00	\$ 2,777.78
TOTAL COSTS OF				
GOODS SOLD	\$ 5,480,508.36	\$ 6,302,584.61	\$ 7,247,972.30	\$ 15,223.63
GROSS PROFIT	\$ 7,124,660.87	\$ 8,193,360.00	\$ 9,422,364.00	\$ 19,790.72
OPERATING EXPENSES	Year 1	Year 2	Year 3	Per Day
OPERATING EXPENSES Advertising and Promotion	\$ 180,000.00	Year 2 \$ 289,918.89	\$ 333,406.73	Per Day \$ 500.00
Advertising and Promotion	\$ 180,000.00	\$ 289,918.89	\$ 333,406.73	\$ 500.00
Advertising and Promotion Automobile/Transportation	\$ 180,000.00	\$ 289,918.89	\$ 333,406.73	\$ 500.00
Advertising and Promotion Automobile/Transportation Bad Debts/Losses and	\$ 180,000.00 \$ 19,603.72	\$ 289,918.89 \$ 31,574.94	\$ 333,406.73 \$ 36,311.18	\$ 500.00 \$ 54.45
Advertising and Promotion Automobile/Transportation Bad Debts/Losses and Thefts	\$ 180,000.00 \$ 19,603.72 \$ 89,284.27	\$ 289,918.89 \$ 31,574.94 \$ 143,806.65	\$ 333,406.73 \$ 36,311.18 \$ 165,377.65	\$ 500.00 \$ 54.45 \$ 248.01
Advertising and Promotion Automobile/Transportation Bad Debts/Losses and Thefts Bank Service Charges	\$ 180,000.00 \$ 19,603.72 \$ 89,284.27	\$ 289,918.89 \$ 31,574.94 \$ 143,806.65	\$ 333,406.73 \$ 36,311.18 \$ 165,377.65	\$ 500.00 \$ 54.45 \$ 248.01
Advertising and Promotion Automobile/Transportation Bad Debts/Losses and Thefts Bank Service Charges Business Licenses and	\$ 180,000.00 \$ 19,603.72 \$ 89,284.27 \$ 133,926.41	\$ 289,918.89 \$ 31,574.94 \$ 143,806.65 \$ 215,709.97	\$ 333,406.73 \$ 36,311.18 \$ 165,377.65 \$ 248,066.47	\$ 500.00 \$ 54.45 \$ 248.01 \$ 372.02
Advertising and Promotion Automobile/Transportation Bad Debts/Losses and Thefts Bank Service Charges Business Licenses and Permits	\$ 180,000.00 \$ 19,603.72 \$ 89,284.27 \$ 133,926.41 \$ 57,000.00	\$ 289,918.89 \$ 31,574.94 \$ 143,806.65 \$ 215,709.97 \$ 57,000.00	\$ 333,406.73 \$ 36,311.18 \$ 165,377.65 \$ 248,066.47 \$ 57,000.00	\$ 500.00 \$ 54.45 \$ 248.01 \$ 372.02 \$ 158.33
Advertising and Promotion Automobile/Transportation Bad Debts/Losses and Thefts Bank Service Charges Business Licenses and Permits Charitable Contributions	\$ 180,000.00 \$ 19,603.72 \$ 89,284.27 \$ 133,926.41 \$ 57,000.00 \$ 71,246.61	\$ 289,918.89 \$ 31,574.94 \$ 143,806.65 \$ 215,709.97 \$ 57,000.00 \$ 81,933.60	\$ 333,406.73 \$ 36,311.18 \$ 165,377.65 \$ 248,066.47 \$ 57,000.00 \$ 94,223.64	\$ 500.00 \$ 54.45 \$ 248.01 \$ 372.02 \$ 158.33 \$ 197.91 \$ 21.57
Advertising and Promotion Automobile/Transportation Bad Debts/Losses and Thefts Bank Service Charges Business Licenses and Permits Charitable Contributions Computer and Internet	\$ 180,000.00 \$ 19,603.72 \$ 89,284.27 \$ 133,926.41 \$ 57,000.00 \$ 71,246.61 \$ 7,763.85 \$ 10,675.29	\$ 289,918.89 \$ 31,574.94 \$ 143,806.65 \$ 215,709.97 \$ 57,000.00 \$ 81,933.60 \$ 12,504.93 \$ 17,194.27	\$ 333,406.73 \$ 36,311.18 \$ 165,377.65 \$ 248,066.47 \$ 57,000.00 \$ 94,223.64 \$ 14,380.66 \$ 19,773.41	\$ 500.00 \$ 54.45 \$ 248.01 \$ 372.02 \$ 158.33 \$ 197.91 \$ 21.57 \$ 29.65
Advertising and Promotion Automobile/Transportation Bad Debts/Losses and Thefts Bank Service Charges Business Licenses and Permits Charitable Contributions Computer and Internet Continuing Education	\$ 180,000.00 \$ 19,603.72 \$ 89,284.27 \$ 133,926.41 \$ 57,000.00 \$ 71,246.61 \$ 7,763.85	\$ 289,918.89 \$ 31,574.94 \$ 143,806.65 \$ 215,709.97 \$ 57,000.00 \$ 81,933.60 \$ 12,504.93 \$ 17,194.27	\$ 333,406.73 \$ 36,311.18 \$ 165,377.65 \$ 248,066.47 \$ 57,000.00 \$ 94,223.64 \$ 14,380.66 \$ 19,773.41	\$ 500.00 \$ 54.45 \$ 248.01 \$ 372.02 \$ 158.33 \$ 197.91 \$ 21.57
Advertising and Promotion Automobile/Transportation Bad Debts/Losses and Thefts Bank Service Charges Business Licenses and Permits Charitable Contributions Computer and Internet Continuing Education Insurance	\$ 180,000.00 \$ 19,603.72 \$ 89,284.27 \$ 133,926.41 \$ 57,000.00 \$ 71,246.61 \$ 7,763.85 \$ 10,675.29 \$ 18,439.14 \$ 67,933.68	\$ 289,918.89 \$ 31,574.94 \$ 143,806.65 \$ 215,709.97 \$ 57,000.00 \$ 81,933.60 \$ 12,504.93 \$ 17,194.27 \$ 29,699.20 \$ 109,418.10	\$ 333,406.73 \$ 36,311.18 \$ 165,377.65 \$ 248,066.47 \$ 57,000.00 \$ 94,223.64 \$ 14,380.66 \$ 19,773.41 \$ 34,154.08 \$ 125,830.82	\$ 500.00 \$ 54.45 \$ 248.01 \$ 372.02 \$ 158.33 \$ 197.91 \$ 21.57 \$ 29.65 \$ 51.22 \$ 188.70
Advertising and Promotion Automobile/Transportation Bad Debts/Losses and Thefts Bank Service Charges Business Licenses and Permits Charitable Contributions Computer and Internet Continuing Education Insurance Merchant Account Fees Miscellaneous Expense	\$ 180,000.00 \$ 19,603.72 \$ 89,284.27 \$ 133,926.41 \$ 57,000.00 \$ 71,246.61 \$ 7,763.85 \$ 10,675.29 \$ 18,439.14 \$ 67,933.68 \$ 1,940.96	\$ 289,918.89 \$ 31,574.94 \$ 143,806.65 \$ 215,709.97 \$ 57,000.00 \$ 81,933.60 \$ 12,504.93 \$ 17,194.27 \$ 29,699.20 \$ 109,418.10 \$ 3,126.23	\$ 333,406.73 \$ 36,311.18 \$ 165,377.65 \$ 248,066.47 \$ 57,000.00 \$ 94,223.64 \$ 14,380.66 \$ 19,773.41 \$ 34,154.08 \$ 125,830.82	\$ 500.00 \$ 54.45 \$ 248.01 \$ 372.02 \$ 158.33 \$ 197.91 \$ 21.57 \$ 29.65 \$ 51.22 \$ 188.70 \$ 5.39
Advertising and Promotion Automobile/Transportation Bad Debts/Losses and Thefts Bank Service Charges Business Licenses and Permits Charitable Contributions Computer and Internet Continuing Education Insurance Merchant Account Fees Miscellaneous Expense Office Supplies	\$ 180,000.00 \$ 19,603.72 \$ 89,284.27 \$ 133,926.41 \$ 57,000.00 \$ 71,246.61 \$ 7,763.85 \$ 10,675.29 \$ 18,439.14 \$ 67,933.68 \$ 1,940.96 \$ 4,852.41	\$ 289,918.89 \$ 31,574.94 \$ 143,806.65 \$ 215,709.97 \$ 57,000.00 \$ 81,933.60 \$ 12,504.93 \$ 17,194.27 \$ 29,699.20 \$ 109,418.10 \$ 3,126.23 \$ 7,815.58	\$ 333,406.73 \$ 36,311.18 \$ 165,377.65 \$ 248,066.47 \$ 57,000.00 \$ 94,223.64 \$ 14,380.66 \$ 19,773.41 \$ 34,154.08 \$ 125,830.82 \$ 3,595.17 \$ 8,987.92	\$ 500.00 \$ 54.45 \$ 248.01 \$ 372.02 \$ 158.33 \$ 197.91 \$ 21.57 \$ 29.65 \$ 51.22 \$ 188.70 \$ 5.39 \$ 13.48
Advertising and Promotion Automobile/Transportation Bad Debts/Losses and Thefts Bank Service Charges Business Licenses and Permits Charitable Contributions Computer and Internet Continuing Education Insurance Merchant Account Fees Miscellaneous Expense Office Supplies Payroll Processing	\$ 180,000.00 \$ 19,603.72 \$ 89,284.27 \$ 133,926.41 \$ 57,000.00 \$ 71,246.61 \$ 7,763.85 \$ 10,675.29 \$ 18,439.14 \$ 67,933.68 \$ 1,940.96 \$ 4,852.41 \$ 14,085.93	\$ 289,918.89 \$ 31,574.94 \$ 143,806.65 \$ 215,709.97 \$ 57,000.00 \$ 81,933.60 \$ 12,504.93 \$ 17,194.27 \$ 29,699.20 \$ 109,418.10 \$ 3,126.23 \$ 7,815.58 \$ 15,494.52	\$ 333,406.73 \$ 36,311.18 \$ 165,377.65 \$ 248,066.47 \$ 57,000.00 \$ 94,223.64 \$ 14,380.66 \$ 19,773.41 \$ 34,154.08 \$ 125,830.82 \$ 3,595.17 \$ 8,987.92 \$ 17,043.98	\$ 500.00 \$ 54.45 \$ 248.01 \$ 372.02 \$ 158.33 \$ 197.91 \$ 21.57 \$ 29.65 \$ 51.22 \$ 188.70 \$ 5.39 \$ 13.48 \$ 39.13
Advertising and Promotion Automobile/Transportation Bad Debts/Losses and Thefts Bank Service Charges Business Licenses and Permits Charitable Contributions Computer and Internet Continuing Education Insurance Merchant Account Fees Miscellaneous Expense Office Supplies Payroll Processing Postage and Delivery	\$ 180,000.00 \$ 19,603.72 \$ 89,284.27 \$ 133,926.41 \$ 57,000.00 \$ 71,246.61 \$ 7,763.85 \$ 10,675.29 \$ 18,439.14 \$ 67,933.68 \$ 1,940.96 \$ 4,852.41 \$ 14,085.93 \$ 1,455.72	\$ 289,918.89 \$ 31,574.94 \$ 143,806.65 \$ 215,709.97 \$ 57,000.00 \$ 81,933.60 \$ 12,504.93 \$ 17,194.27 \$ 29,699.20 \$ 109,418.10 \$ 3,126.23 \$ 7,815.58 \$ 15,494.52 \$ 2,344.67	\$ 333,406.73 \$ 36,311.18 \$ 165,377.65 \$ 248,066.47 \$ 57,000.00 \$ 94,223.64 \$ 14,380.66 \$ 19,773.41 \$ 34,154.08 \$ 125,830.82 \$ 3,595.17 \$ 8,987.92 \$ 17,043.98 \$ 2,696.37	\$ 500.00 \$ 54.45 \$ 248.01 \$ 372.02 \$ 158.33 \$ 197.91 \$ 21.57 \$ 29.65 \$ 51.22 \$ 188.70 \$ 5.39 \$ 13.48 \$ 39.13 \$ 4.04
Advertising and Promotion Automobile/Transportation Bad Debts/Losses and Thefts Bank Service Charges Business Licenses and Permits Charitable Contributions Computer and Internet Continuing Education Insurance Merchant Account Fees Miscellaneous Expense Office Supplies Payroll Processing	\$ 180,000.00 \$ 19,603.72 \$ 89,284.27 \$ 133,926.41 \$ 57,000.00 \$ 71,246.61 \$ 7,763.85 \$ 10,675.29 \$ 18,439.14 \$ 67,933.68 \$ 1,940.96 \$ 4,852.41 \$ 14,085.93	\$ 289,918.89 \$ 31,574.94 \$ 143,806.65 \$ 215,709.97 \$ 57,000.00 \$ 81,933.60 \$ 12,504.93 \$ 17,194.27 \$ 29,699.20 \$ 109,418.10 \$ 3,126.23 \$ 7,815.58 \$ 15,494.52	\$ 333,406.73 \$ 36,311.18 \$ 165,377.65 \$ 248,066.47 \$ 57,000.00 \$ 94,223.64 \$ 14,380.66 \$ 19,773.41 \$ 34,154.08 \$ 125,830.82 \$ 3,595.17 \$ 8,987.92 \$ 17,043.98	\$ 500.00 \$ 54.45 \$ 248.01 \$ 372.02 \$ 158.33 \$ 197.91 \$ 21.57 \$ 29.65 \$ 51.22 \$ 188.70 \$ 5.39 \$ 13.48 \$ 39.13

Accounting	\$ 10,675.29	\$ 17,194.27	\$ 19,773.41	\$ 29.65
Rent	\$ 82,320.00	\$ 84,789.60	\$ 87,333.29	\$ 228.67
Wage and Benefits Expense	\$ 563,437.23	\$ 627,729.55	\$ 654,581.87	\$ 1,565.10
Telephone	\$ 2,426.20	\$ 3,907.79	\$ 4,493.96	\$ 6.74
Utilities	\$ 30,084.92	\$ 48,456.59	\$ 55,725.08	\$ 83.57
Website Development	\$ 23,000.40	\$ 2,300.04	\$ 2,300.04	\$ 63.89
TOTAL OPERATING				
EXPENSES	\$ 1,412,473.11	\$ 1,837,871.06	\$ 2,026,400.12	\$ 3,923.54
OPERATING PROFIT	\$ 5,712,187.75	\$ 6,355,488.93	\$ 7,395,963.87	\$ 15,867.19
INTEREST (INCOME),				
EXPENSE & TAXES	Year 1	Year 2	Year 3	Per Day
Business License Tax	\$ 152.00	\$ 164.00	\$ 164.00	\$ 0.42
Excise Tax	\$ 1,644,152.51	\$ 1,890,775.38	\$ 2,174,391.69	\$ 4,567.09
Depreciation	\$ (74,096.47)	\$ (85,210.94)	\$ (97,992.59)	\$ (205.82)
TOTAL	\$ 1,570,208.03	\$ 1,805,728.44	\$ 2,076,563.11	\$ 4,361.69
NIEW THICON FEE (T. O.C.C.)	A 4 4 4 4 0 E 0 E 0	Φ 4 540 5C0 40	Φ = 210 400 ==	¢ 11 505 50
NET INCOME (LOSS)	\$ 4,141,979.72	\$ 4,549,760.49	\$ 5,319,400.77	\$ 11,505.50

SALES PROJECTIONS



*Factors which should be considered when estimating sales figures include new laws and regulations (i.e. taxes) and market saturation.

MARKET STUDY

Market Analysis

As mentioned previously, the cannabis industry is growing as can be seen in Appendix E, Figure 3. Stiiizy anticipates capturing the market within a 30-minute driving radius as well as tourists coming off of Scenic Highway 1, a mere mile away. Marina has a population of 22,145, a median resident age of 37 years, and an estimated median household income of \$59,938 according to City-Data.

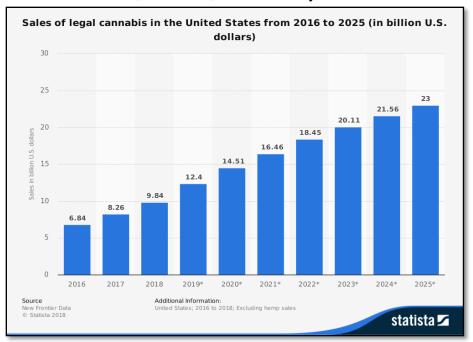
Target Market

The target market for Stiiizy is persons 21 years or older with a valid identification according to Chapter 3.5404(a) of the BCCTR as well as Medicinal patients age 18 and older with valid physician's recommendation. We target seasoned consumers as well as novice consumers by providing helpful information to find just what the customer needs or wants. Our customers will most likely be within a 30-minute driving radius as well as tourists and travelers coming off of Highway 1.

Sales Trends

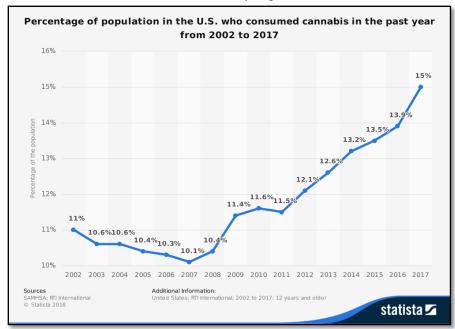
As one can see in the following chart, sales for cannabis and cannabis products (other than hemp) are expected to increase by roughly 20% each year. It will only increase as more and more

cities within California authorize licensed commercial cannabis businesses and again when it is nationally legalized for recreational use. Currently, the legal market is \$9.84 Billion as of 2018. By 2025, it is expected to be \$23 Billion. Another statistic from Statista mentioned that for 2018, California has the largest market size of legal and illicit cannabis in the United States at \$5.6 Billion, whereas the second state, New York, came in at only \$2.3 Billion.



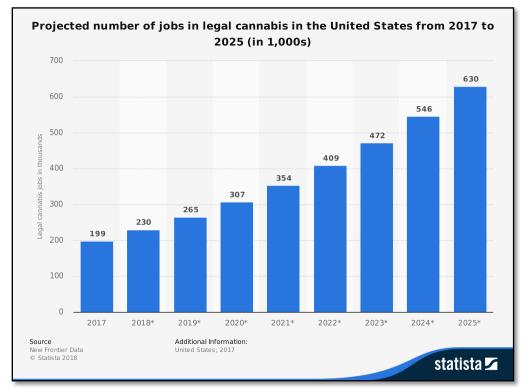
Consumption Trends

Consumption of cannabis has increased over the past six years. A big notice is a steep increase from 2016 to 2017, which could be attributed to the passing of Proposition 64 in California. Just imagine what the amount will be once it is federally legal!



Job Creation

Not only is the cannabis industry good for the overall economy, but it also provides hundreds of thousands of jobs. In 2017, it provided nearly 200,000 jobs and is projected to provide 630,000 jobs by 2025.



APPENDIX

Appendix A: Ironworks Collective dba Stiiizy

728 E Commercial St, Los Angeles, CA – dba "Stiiizy"





Appendix B: Authentic 707

160 East N Street, Benicia, CA dba Authentic 707



Appendix C: Authentic 415

518 Brannan Street, San Francisco dba Authentic 415

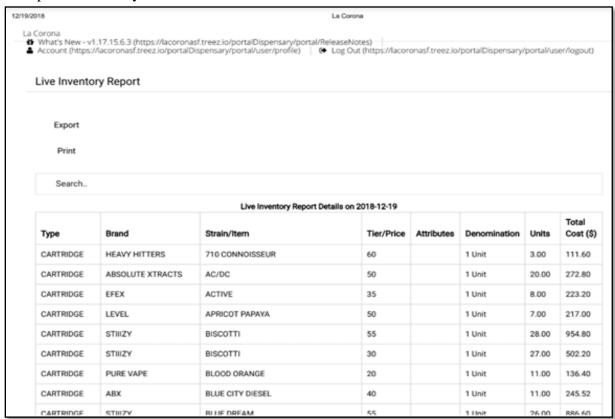


Appendix D: Treez.io

Treez on La Corona Wellness Website



Example of Inventory Record



Example of Customer Receipt

organical cisco		Price \$13.50	\$25.00	\$18.00		\$4.80 \$4.80 \$67.90	\$70.00 \$70.00 \$2.10	23am	soon!	
1326 Mission St. San Francisco	JACOB ESLINGER RECEIPT # Z7HF7C Order Created: 01/14/2019 11:23am	Oty. Name 1 FUZZIES Suber SILVER HAZE * Original Price: \$15.00 * 10% OFFITEM -\$1.50	AUTUMN BRANDS KIRKWOOD OG 3.5g (0.1232/ounces) * Original Price: \$25.00	1 DIXIE HALF & HALF * Original Price: \$20.00 * 10% OFFITEM - \$2.00	Original Price: Total Discounts: Subtotal:	Excise Tax: Sales Tax: Total:	Cash: Total Paid: CHANGE:	Budtended By: DOMINIC ON TERMINAL 1 AM SHIFT Order Completed: 01/14/2019 11:23am	Thank you! See you soon!	Enjoy your Day

Appendix E: Market Graphics

Graphics and chart pulled from Ackrell Capital's "2018 Cannabis Investment Report"

Figure 1: Select Countries with Legalized Cannabis Access (January 2018)



^{*}Canada currently has a medical law. Assumes Canada enacts a proposed recreational law in mid-2018.

Figure 2: U.S. State Cannabis Laws (January 2018)

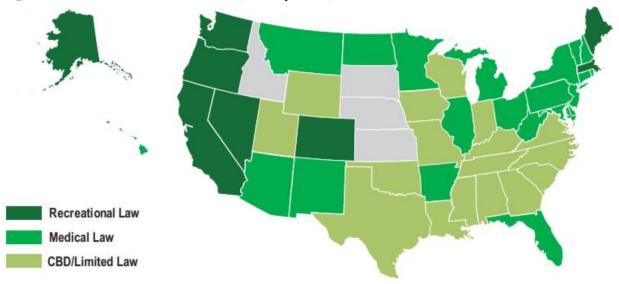
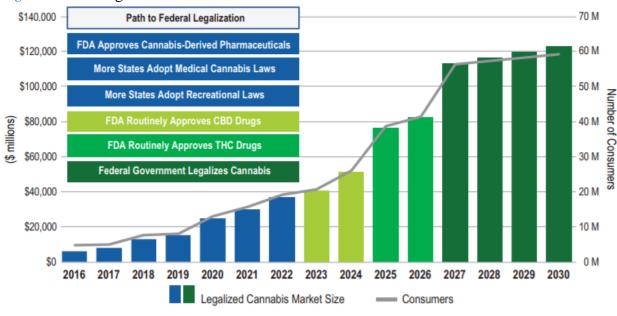


Figure 3: U.S. Legalized Cannabis Market



Source: Ackrell Capital. Assumes cannabis will be legalized federally by 2027. Cannabis may never be legalized federally in the United States.

Shryne Group, Inc. dba Stiiizy

SECURITY AND SAFETY PLANS

Security Plan Safety Plan

TABLE OF CONTENTS

Security and Safety Plans	1
Security Plan	3
Section 1: Physical Elements	
Section 2: Electronic Security System	8
Section 3: Compliance & Procedures	11
Section 4: On Site Physical Security Services	15
Safety Plan	16
Diagram of Safety Features	17
Fire Prevention Plan	18
Emergency Action Plan	22
Appendix	29

SAFETY PLAN

Premises Use(s):

Commercial Cannabis Retail Dispensary – Adult-Use and Medicinal

Business Name:

Shryne Group, Inc. dba "Stiiizy"

Facility Address:

3170-3174 Del Monte Blvd Marina, CA 93933

Prepared:

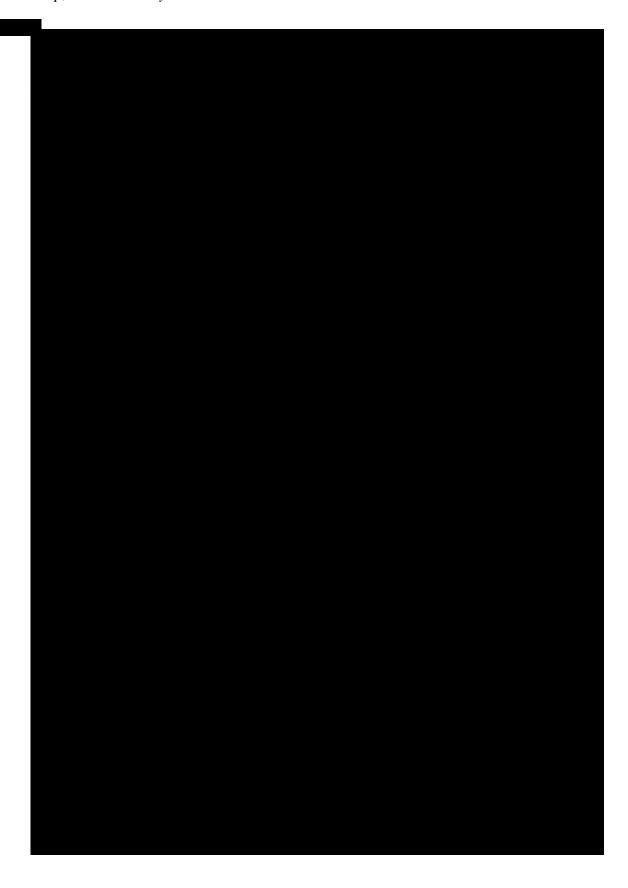
Jun 3rd, 2019

Prepared By:

Carroll Security Consulting LLC (916)997-7329

Preparer Credentials:

AA, Administrative Justice, Shasta College BS, Criminal Justice, Sacramento State University Qualified Manager, Paladin Private Security, PPO 15029 CPTED Practitioner, National Institute of Crime Prevention Retired, Port Police Officer, Port of Sacramento Police Department Cannabis Security Consultant (Contractor), Benicia Police Department Cannabis Security Consultant (Contractor), Dixon Police Department



Fire Prevention Plan

The following fire prevention plan is provided only as a guide to assist employers and employees in complying with the requirements of the Occupational Safety and Health Administration's (OSHA) Fire Prevention Plan Standard, 29 Code of Federal Regulations (CFR) 1910.39, as well as to provide other helpful information. It is not intended to supersede the requirements of the standard.

Stiiizy is committed to minimizing the threat of fire to employees, visitors, and property. Stiiizy shall comply with all applicable laws, regulations, codes, and good practices pertaining to fire prevention. This Fire Prevention Plan serves to reduce the risk of fires at 3170-3174 Del Monte Blvd. in Marina in the following ways:

- identifies materials that are potential fire hazards and their proper handling and storage procedures;
- distinguishes potential ignition sources and the proper control procedures of those materials;
- describes fire protection equipment and/or systems used to control fire hazards;
- identifies persons responsible for maintaining the equipment and systems installed to prevent or control ignition of fires;
- identifies persons responsible for the control and accumulation of flammable or combustible material:
- describes good housekeeping procedures necessary to ensure the control of accumulated flammable and combustible waste material and residues to avoid a fire emergency; and
- provides training to employees with regard to fire hazards to which they may be exposed.

Fire safety is everyone's responsibility. All employees should know how to prevent and respond to fires and are responsible for adhering to company policy regarding fire emergencies.

- Management: Management determines the Stiiizy fire prevention and protection
 policies. Management will provide adequate controls to provide a safe workplace and
 will provide adequate resources and training to its employees to encourage fire
 prevention and the safest possible response in the event of a fire emergency.
- Plan Administrator: Plan Administrator shall manage the Fire Prevention Plan for Stiiizy and shall maintain all records pertaining to the plan. The Plan Administrator shall also:
 - 1. Develop and administer the Stiiizy fire prevention training program.
 - 2. Ensure that fire control equipment and systems are properly maintained.
 - 3. Control fuel source hazards.
 - 4. Conduct fire risk surveys (see Appendix A) and make recommendations.
- **Supervisors:** Supervisors are responsible for ensuring that employees receive appropriate fire safety training, and for notifying the assigned manager when changes in operation increase the risk of fire. Supervisors are also responsible for enforcing Stiiizy's fire prevention and protection policies.
- **Employees:** All employees shall:
 - 1. Complete all required training before working without supervision.
 - 2. Conduct operations safely to limit the risk of fire.

- 3. Report potential fire hazards to their supervisors.
- 4. Follow fire emergency procedures.
- **Precautions:** To limit the risk of fires, employees shall take the following precautions:
 - 1. Minimize the storage of combustible materials.
 - 2. Make sure that doors, hallways, and exit routes are kept free of obstructions.
 - 3. Dispose of combustible waste in covered, airtight, metal containers.
 - 4. Use and store flammable materials in well-ventilated areas away from ignition sources.
 - 5. Use only nonflammable cleaning products.
 - 6. Keep incompatible (i.e., chemically reactive) substances away from each other.
 - 7. Perform "hot work" (i.e., welding or working with an open flame or other ignition sources) in controlled and well-ventilated areas.
 - 8. Keep equipment in good working order (i.e., inspect electrical wiring and appliances regularly and keep motors and machine tools free of dust and grease.
 - 9. Ensure that heating units are safeguarded.
 - 10. Report all gas leaks immediately.
 - 11. Repair and clean up flammable liquid leaks immediately.
 - 12. Keep work areas free of dust, lint, sawdust, scraps, and similar material.
 - 13. Do not rely on extension cords if wiring improvements are needed, and take care not to overload circuits with multiple pieces of equipment.
 - 14. Ensure that required hot work permits are obtained.
 - 15. Turn off electrical equipment not in use.

Equipment Maintenance & Inspection:

Stiiizy will ensure that equipment is maintained according to manufacturers' specifications. Stiiizy will also comply with requirements of the National Fire Protection Association (NFPA) codes for specific equipment. Only properly trained individuals shall perform maintenance work. The following equipment is subject to the maintenance, inspection, and testing procedures:

- 1. equipment installed to detect fuel leaks, control heating, and control pressurized systems;
- 2. portable fire extinguishers, automatic sprinkler systems, and fixed extinguishing systems;
- 3. detection systems for smoke, heat, or flame;
- 4. fire alarm systems; and
- 5. emergency backup systems and the equipment they support.

The following sections address the major workplace fire hazards at Stiiizy Is facility and the procedures for controlling the hazards.

Electrical Fire Hazards:

Electrical system failures and the misuse of electrical equipment are the leading causes of workplace fires. Fires can result from loose ground connections, wiring with frayed insulation, or overloaded fuses, circuits, motors, or outlets. To prevent electrical fires, employees shall:

- 1. Make sure that worn wires are replaced.
- 2. Use only appropriately rated fuses.
- 3. Never use extension cords as substitutes for wiring improvements.
- 4. Use only approved extension cords [i.e., those with the Underwriters Laboratory (UL) or Factory Mutual (FM) label].

- 5. Check the wiring in hazardous locations where the risk of fire is especially high.
- 6. Check electrical equipment to ensure that it is either properly grounded or double insulated.
- 7. Ensure adequate spacing while performing maintenance.

Portable Heaters:

All portable heaters shall be approved by management. Portable electric heaters shall have tipover protection that automatically shuts off the unit when it is tipped over. There shall be adequate clearance between the heater and combustible furnishings or other materials at all times.

Office Fire Hazards:

Fires in offices have become more likely because of the increased use of electrical equipment, such as computers and fax machines. To prevent office fires, employees shall:

- 1. Avoid overloading circuits with office equipment.
- 2. Turn off nonessential electrical equipment at the end of each workday.
- 3. Keep storage areas clear of rubbish.
- 4. Ensure that extension cords are not placed under carpets.
- 5. Ensure that trash and paper set aside for recycling doesn't accumulate.

Cutting, Welding, and Open Flame Work:

Stiiizy will ensure the following:

- 1. All necessary hot work permits have been obtained prior to work beginning.
- 2. Cutting and welding are done by authorized personnel in designated cutting and welding areas whenever possible.
- 3. Adequate ventilation is provided.
- 4. Torches, regulators, pressure-reducing valves, and manifolds are UL listed or FM approved.
- 5. Oxygen-fuel gas systems are equipped with listed and/or approved backflow valves and pressure-relief devices.
- 6. Cutters, welders, and helpers are wearing eye protection and protective clothing as appropriate.
- 7. Cutting or welding is prohibited in sprinklered areas while sprinkler protection is out of service.
- 8. Cutting or welding is prohibited in areas where explosive atmospheres of gases, vapors, or dust could develop from residues or accumulations in confined spaces.
- 9. Cutting or welding is prohibited on metal walls, ceilings, or roofs built of combustible sandwich-type panel construction or having combustible covering.
- 10. Confined spaces such as tanks are tested to ensure that the atmosphere is not over ten percent of the lower flammable limit before cutting or welding in or on the tank.
- 11. Small tanks, piping, or containers that cannot be entered are cleaned, purged, and tested before cutting or welding on them begins.
- 12. Fire watch has been established.

Flammable and Combustible Materials:

Stiiizy shall regularly evaluate the presence of combustible materials. Certain types of substances can ignite at relatively low temperatures or pose a risk of catastrophic explosion if ignited. Such substances obviously require special care and handling.

- 1. <u>Class A combustibles</u>. These include common combustible materials (wood, paper, cloth, rubber, and plastics) that can act as fuel and are found in non-specialized areas such as offices. To handle Class A combustibles safely:
 - a. Dispose of waste daily.
 - b. Keep trash in metal-lined receptacles with tight-fitting covers (metal wastebaskets that are emptied every day do not need to be covered).
 - c. Keep work areas clean and free of fuel paths that could allow a fire to spread.
 - d. Keep combustibles away from accidental ignition sources, such as hot plates, soldering irons, or other heat- or spark-producing devices.
 - e. Store paper stock in metal cabinets.
 - f. Store rags in metal bins with self-closing lids.
 - g. Do not order excessive amounts of combustibles.
 - h. Make frequent inspections to anticipate fires before they start.

Water, multi-purpose dry chemical (ABC), and halon 1211 are approved fire extinguishing agents for Class A combustibles.

- 2. <u>Class B combustibles</u>. These include flammable and combustible liquids (oils, greases, tars, oil-based paints, and lacquers), flammable gases, and flammable aerosols. To handle Class B combustibles safely:
 - a. Use only approved pumps, taking suction from the top, to dispense liquids from tanks, drums, barrels, or similar containers (or use approved self-closing valves or faucets).
 - b. Do not dispense Class B flammable liquids into containers unless the nozzle and container are electrically interconnected by contact or by a bonding wire. Either the tank or container must be grounded.
 - c. Store, handle, and use Class B combustibles only in approved locations where vapors are prevented from reaching ignition sources such as heating or electric equipment, open flames, or mechanical or electric sparks.
 - d. Do not use a flammable liquid as a cleaning agent inside a building (the only exception is in a closed machine approved for cleaning with flammable liquids).
 - e. Do not use, handle, or store Class B combustibles near exits, stairs, or any other areas normally used as exits.
 - f. Do not weld, cut, grind, or use unsafe electrical appliances or equipment near Class B combustibles.
 - g. Do not generate heat, allow an open flame, or smoke near Class B combustibles.

h. Know the location of and how to use the nearest portable fire extinguisher rated for Class B fire.

Water should not be used to extinguish Class B fires caused by flammable liquids. Water can cause the burning liquid to spread, making the fire worse. To extinguish a fire caused by flammable liquids, exclude the air around the burning liquid.

The following fire-extinguishing agents are approved for Class B combustibles: carbon dioxide, multi-purpose dry chemical (ABC), halon 1301, and halon 1211. (NOTE: Halon has been determined to be an ozone-depleting substance and is no longer being manufactured. Existing systems using halon can be kept in place.)

Smoking:

Smoking is prohibited on the premises. Certain outdoor areas may also be designated as no smoking areas. The areas in which smoking is prohibited outdoors are identified by NO SMOKING signs.

Stiiizy shall present basic fire prevention training to all employees upon employment, and shall maintain documentation of the training, which includes:

- 1. review of 29 CFR 1910.38, including how it can be accessed;
- 2. this Fire Prevention Plan, including how it can be accessed;
- 3. good housekeeping practices;
- 4. proper response and notification in the event of a fire;
- 5. instruction on the use of portable fire extinguishers (as determined by company policy in the Emergency Action Plan); and
- 6. recognition of potential fire hazards. Supervisors shall train employees about the fire hazards associated with the specific materials and processes to which they are exposed, and will maintain documentation of the training.

Employees will receive this training:

- at their initial assignment;
- annually; and
- when changes in work processes necessitate additional training.

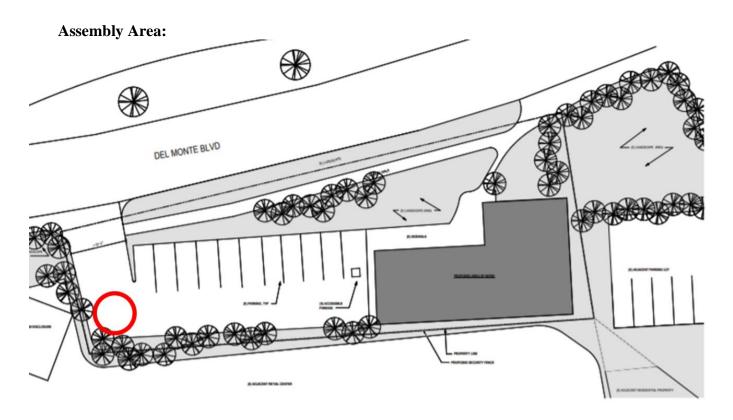
Stiiizy shall review this Fire Prevention Plan at least annually for necessary changes.

Emergency Action Plan

This Emergency Action Plan (EAP) establishes guidelines for all reasonably foreseeable workplace emergencies. Because each emergency situation is different, the guidelines provide general guidelines only. Thoughtful actions based on situation assessment are always required when responding to an emergency. It is also important to note that emergency guidelines do not necessarily represent a sequential series of steps.

Emergencies can be identified as Medical, Fire, Severe Weather, Bomb Threats, Chemical Spills, Terrorist Attacks, Criminal Acts, Extended Power Loss, etc. Personnel should identify these

emergencies and report them to the Emergency Coordinator and CALL 911 to alert local law enforcement.



Fire Safety / Evacuation Diagram:



Alerting Personnel

The following apply during fires and other workplace emergencies requiring evacuation:

- The fire alarm will be activated and personnel will calmly evacuate using designated escape routes giving vocal alarms of "FIRE", etc.
- Personnel will look into rooms as they leave the building and notify personnel to exit; do not delay your evacuation for this purpose.
- Personnel will assemble and remain in the Evacuation Assembly Area. Leaving the group or failing to report to the Evacuation Assembly Area can cause unnecessary effort locating personnel believed to be missing.
- Immediately notify your manager of missing or unaccounted for personnel.
- Stay alert and listen for instructions.
- Await guidance to disperse, return to the building or take additional measures.
- In the event of a Medical or another emergency that does NOT require evacuation, CALL 911 to alert law enforcement and notify the Emergency Coordinator (manager on duty).

Emergency Coordinator (EC) (on-duty manager)

Non-Emergency Responsibilities:

- Ensure the dissemination, implementation, and updating of the EAP.
- Review and update EAP annually
- Ensure personnel are assigned to all EAP positions
- Conduct exercises as needed to optimize our personnel emergency response

- Conduct and document an After Action Review following any emergency event and provide a copy to Shryne Group, Inc. CEO.
- The EAP will be maintained and shall include:
 - o Emergency escape procedures and emergency escape route assignments.
 - o Procedures to be followed by personnel who remain behind to operate/conduct critical operational requirements before they evacuate.
 - o Procedures to account for all personnel following the evacuation.

Duties/Responsibilities during an Emergency:

- Summon emergency assistance by CALLING 911
- Ne prepared to provide the following information:
 - Your name and location
 - o Phone number from where the call is being made
 - o Location of the emergency, including facility name and full address
 - o Type of emergency:
 - Medical
 - Fire
 - Confined Space Rescue
 - Hazardous Material
 - Criminal Act
 - Bomb Threat
 - Other important information:
 - Number and condition of victims
 - Location and extent of the situation, hazard, fire, etc.
 - Involvement of Hazardous Materials (as available, give product name and/or describe any markings, label or placards)
 - o What is needed
- DO NOT HANG UP FIRST. Let emergency personnel hang up first.
- After the call, station someone to direct Emergency Response personnel to the scene of the emergency.
 - o Complete accountability and/or evacuation
 - o Coordinate the orderly evacuation of personnel when needed
 - Obtain accountability for our personnel following the incident and/or evacuation.
 - o Provide Emergency Response personnel with necessary facility information
 - o Notify Emergency Response of unaccounted for personnel

Medical Emergencies:

- Survey the scene; evaluate personal safety issues.
- Request assistance (SHOUT FOR HELP)
- Call 911
- Provide the following information:
 - Number and location of the victim(s)
 - o Nature of injury or illness
 - Hazards involved
 - Nearest entrance (emergency access point)

• Alert trained employees to respond to the victim's location and bring a first aid kit or Automated External Defibrillator (AED).

Location of First Aid Kits and AED

Item	Location
First Aid Kit	Restroom
AED	NOT EQUIPPED

Procedures

- o Only trained responders should provide first aid assistance
- O Do not move the victim unless the victim's location is unsafe
- o Take "universal precautions" to prevent contact with body fluids and exposure to bloodborne pathogens.
- Meet the ambulance at the nearest entrance or emergency access point; direct them to the victim(s).

Fires

If a fire is reported, pull the fire alarm, (if available and not already activated) to warn occupants to evacuate. Then dial 911 to alert the Fire Department. Provide the following information:

- Business name and street address
- Nature of fire
- Fire location (building and floor)
- Type of fire alarm (detector, pull station, sprinkler water flow)
- Location of fire alarm (building and floor)
- Name of person reporting fire
- Telephone number for a return call

Evacuate:

- Evacuate building along evacuation routes to primary assembly areas outside.
- Redirect building occupants to exit away from the fire.
- Evacuation team to account for all employees and visitors at the Assembly Area.

Active Shooter/Workplace Violence

Profile of an Active Shooter

An Active Shooter is an individual actively engaged in killing or attempting to kill people in a confined and populated area, typically through the use of firearms.

How to respond when an Active Shooter is in your vicinity

1. Evacuate

- Have an escape route and plan in mind
- Leave your belongings behind
- Keep your hands visible

2. Hide Out

- Hide in an area out of the Active Shooter's view
- Block entry to your hiding place and lock doors

3. Take Action

- As a last resort and only when your life is in imminent danger
- Attempt to incapacitate the active shooter
- Act with physical aggression and throw items at the active shooter

CALL 911 WHEN IT IS SAFE TO DO SO

How to respond when Law Enforcement arrives on the scene

- Remain calm and follow officers' instructions
- Immediately raise hands and spread fingers
- Avoid making quick movements towards officers such as attempting to hold to them for safety
- Avoid pointing, screaming, and/or yelling
- Do not stop to ask officers for help or directions when evacuating. Just proceed in the direction from which the officers entered the premises.
- Information you should provide to Law Enforcement:
 - Location of Active Shooter
 - o Number of shooters, if more than one
 - Physical description of shooter(s)
 - Number and type of weapon(s)
 - o Number of potential victims at the location

Bomb Threats

Phone Bomb Threat

- Stay calm, do not alarm others
- Notify your supervisor who will report the threat to law enforcement by CALLING 911. If a supervisor is not present, you make the call.
- Fill out the Bomb Threat Card (See Appendix E) to assist responding agency.
- The decision to evacuate the building will be made by law enforcement personnel.
- Take the Bomb Threat Card with you if the building is evacuated.

Written Bomb Threat

- Remain calm and leave the message where it is found.
- Do not handle the document any more than necessary to preserve fingerprints and other evidence
- Do not alarm others
- Notify your supervisor who will report the threat to law enforcement by CALLING 911. If a supervisor is not present, you make the call.
- Do not give information to anyone except supervisor and law enforcement personnel

Natural Disasters

Earthquake:

- Stay calm and await instructions from the Emergency Coordinator
- Keep away from overhead fixtures, windows, filing cabinets, and electrical power
- Assist people with disabilities in finding a safe place
- Evacuate as instructed by the Emergency Coordinator or the designated official

Flood:

- Be ready to evacuate as directed by the Emergency Coordinator
- Follow the recommended primary or secondary evacuation routes
- Climb to high ground and stay there
- Avoid walking or driving through flood water
- If car stalls, abandon it immediately and climb to higher ground

Extended Power Loss:

In the event of extended power loss to a facility certain precautionary measures should be taken depending on the geographical location and environment of the facility:

 Unnecessary electrical equipment and appliances should be turned off in the event that power restoration would surge causing damage to electronics and affecting sensitive equipment.

APPENDIX

Appendix A: Fire Risk Survey

To be performed after tenant improvements have been made and every year thereafter or as needed.

Type of Fire Hazard	Location	Emergency Actions	Required PPE

Completed By:	Date:
Completed By:	Date:

Appendix B: General Fire Prevention Checklist

This checklist will be used once tenant improvements have been made to the Property. It will be used to ensure our fire prevention measures conform with the general fire prevention requirements found in OSHA standards.

Yes	No	Item
		Is the local fire department acquainted with our facility, its location, and specific hazards?
		Is the fire alarm system tested at least annually?
		If there are interior sand pipes and valves, are they inspected regularly?
		If we have outside private fire hydrants, are they on a routine preventative maintenance schedule and flushed at least once a year?
		Are fire doors and shutters in good operating condition?
		Are fire doors and shutters unobstructed and protected against obstructions, including their counterweights?
		Are automatic sprinkler water control valves, air pressure, and water pressure checked weekly or periodically?
		Has responsibility for the maintenance of automatic sprinkler systems been assigned to an employee or contractor?
		Are sprinkler heads protected by metal guards?
		Is proper clearance maintained below sprinkler heads?
		Are portable fire extinguishers provided in adequate number and type?*
		Are fire extinguishers mounted in readily accessible locations?*
		Are fire extinguishers recharged regularly with the recharge date noted on an inspection tag?*
		Are employees periodically instructed in the use of extinguishers and fire protection procedures?*
		inguishers is based on company policy regarding employee fire fighting in our on Plan and local fire code.
Complet	ted By:	Date:

Appendix C: Exits Checklist

This checklist will be used to evaluate Stiiizy's compliance with OSHA's standard on emergency exit routes.

Yes	No	Item
		Is each exit marked with an exit sign and illuminated by a reliable light source?
		Are the directions to exits, when not immediately apparent, marked with visible signs?
		Are doors, passageways, or stairways that are neither exits nor access to exits, and which could be mistaken for exits, marked "NOT AN EXIT" or other appropriate markings?
		Are exit signs provided with the word "EXIT" in letters at least five inches high and with lettering at least one inch wide?
		Are exit doors side-hinged?
		Are all exits kept free of obstructions?
		Are there at least two exit routes provided from elevated platforms, pits, or rooms where the absence of a second exit would increase risk of injury from hot, poisonous, corrosive, suffocating, flammable, or explosive substances?
		Are glass doors or storm doors fully tempered, and do they meet the safety requirements for human impact?
		Can exit doors be opened from the direction of exit travel without the use of a key or any special knowledge or effort?
		Are doors on cold storage rooms provided with an inside release mechanism that will release the latch and open the door even if it's padlocked or otherwise locked on the outside?
		Where exit doors open directly onto any street, alley, or other eare where vehicles may be operated, are adequate barriers and warnings provided to prevent employees from stepping into the path of traffic?
		Are doors that swing in both directions and are located between rooms where there is frequent travel equipped with glass viewing panels?
Complet	ted By:	Date:

Appendix D: Flammable and Combustible Material Checklist

This list will be used to evaluate Stiiizy's compliance with OSHA's standards on flammable and combustible materials:

Yes	No	Item
		Are combustible scrap, debris, and waste materials such as oily rags stored in
		covered metal receptacles and removed from the worksite promptly?
		Are approved containers and tanks used for the storage and handling of
		flammable and combustible liquids?
		Are all connections on drums and combustible liquid piping vapor and liquid tight?
		Are all flammable liquids kept in closed containers when not in use?
		Are metal drums of flammable liquids electronically grounded during dispensing?
		Do storage rooms for flammable and combustible liquids have appropriate
		ventilation systems?
		Are NO SMOKING signs posted on liquefied petroleum gas tanks?
		Are all solvent wastes and flammable liquids kept in fire-resistant covered containers until they are removed from the worksite?
		Is vacuuming used whenever possible rather than blowing or sweeping combustible dust?
		Are fuel gas cylinders and oxygen cylinders separated by distances or fire- resistant barriers while in storage?
		Are fire extinguishers appropriate for the materials in the areas where they are mounted?*
		Are appropriate fire extinguishers mounted within 75' of outside areas containing flammable liquids and within 10' of any inside storage area for such materials?*
		Are extinguishers free from obstruction or blockage?*
		Are all extinguishers serviced, maintained, and tagged at least once a year?*
		Are all extinguishers fully charged and in their designated places?*
		Where sprinkler systems are permanently installed, are the nozzle heads directed or arranged so that water will not be sprayed into operating electrical switchboards and equipment?
		Are NO SMOKING signs posted in areas where flammable or combustible liquids at the point of use?
		Are all spills of flammable or combustible liquids cleaned up promptly?
		Are storage tanks adequately vented to prevent the development of an excessive vacuum or pressure that could result from filling, emptying, or temperature changes?
Emerger	ncy Action	nguishers is based on company policy regarding employee firefighting in the on Plan and local fire code. Date:

Appendix E: Bomb Threat Card

BOMB THREAT PROCEDURES

This quick reference checklist is designed to help employees and decision makers of commercial facilities, schools, etc. respond to a bomb threat in an orderly and controlled manner with the first responders and other stakeholders.

Most bomb threats are received by phone. Bomb threats are serious until proven otherwise. Act quickly, but remain calm and obtain information with the checklist on the reverse of this card.

If a bomb threat is received by phone:

- Remain calm. Keep the caller on the line for as long as possible. DO NOT HANG UP, even if the caller does.
- 2. Listen carefully. Be polite and show interest.
- 3. Try to keep the caller talking to learn more information.
- If possible, write a note to a colleague to call the authorities or, as soon as the caller hangs up, immediately notify them yourself.
- 5. If your phone has a display, copy the number and/or letters on the window display.
- Complete the Bomb Threat Checklist immediately. Write down as much detail as you can remember. Try to get exact words.
- Immediately upon termination of call, DO NOT HANG UP, but from a different phone, contact authorities immediately with information and await instructions.

If a bomb threat is received by handwritten note:

- Call
- · Handle note as minimally as possible.

If a bomb threat is received by e-mail:

- Call
- Do not delete the message.

Signs of a suspicious package:

- No return address
- Poorly handwritten
- Excessive postage
- Misspelled words
- Stains
- Incorrect titles
- Strange odor
- Foreign postage
- Strange sounds
- · Restrictive notes
- Unexpected delivery
- * Refer to your local bomb threat emergency response plan for evacuation criteria

DO NOT:

- Use two-way radios or cellular phone. Radio signals have the potential to detonate a bomb.
- · Touch or move a suspicious package.

WHO TO CONTACT (Select One)

- 911
- · Follow your local guidelines

For more information about this form contact the DHS Office for Bombing Prevention at OBP@dhs.gov



2014

BOMB THREAT CHECKLIST

DATE: TIME:

TIME CALLER PHONE NUMBER WHERE HUNG UP: CALL RECEIVED:

Ask Caller:
Where is the bomb located? building, floor, room, etc.)
When will it go off?
What does it look like?
What kind of bomb is it?
What will make it explode?
Did you place the bomb? Yes No
• Why?
• What is your name?
Exact Words of Threat:

Information About Caller:

- Where is the caller located? (background/level of noise)
- Estimated age:
- . Is voice familiar? If so, who does it sound like?
- Other points:

Caller's Voice	Background Sounds	Threat Language
Female	 Animal noises 	Incoherent
Male	 House noises 	 Message read
Accent	 Kitchen noises 	 Taped message
Angry	 Street noises 	Irrational
Calm	Booth	Profane
Clearing throat	☐ PA system	□ Well-spoken
Coughing	Conversation	
Cracking voice	Music	
Crying	□ Motor	
Deep	Clear	
Deep breathing	Static	
Disguised	 Office machinery 	
Distinct	 Factory machinery 	
Excited	Local	
Laughter	 Long Distance 	
Lisp		
Loud	Other Information:	
Nasal		
Normal		
Ragged		
Rapid		
Raspy		
Slow		
Slurred		
Soft		

https://www.dhs.gov/publication/dhs-bomb-threat-checklist

Appendix F: Position Matrix

Position	Name	Mobile Phone	Office Phone
Emergency Coordinator			
Alternate #1 Emergency			
Coordinator			
Alternate #2 Emergency			
Coordinator			
Aide for Persons with			
Disabilities			
Aide for Persons with			
Disabilities			
Alternate Aide for			
Persons with Disabilities			
Alternate Aide for			
Persons with Disabilities			

A	p	pen	dix	G:	P	erso	onn	el	R	OS	tei	•
---	---	-----	-----	----	---	------	-----	----	---	----	-----	---

L	ist	U	pdated	as	of:	
_	100	$\overline{}$	paarea	u	O	

MANAGEMENT

Position	Name	Mobile Number	Office Number
Primary			
Alternate			

PERSONNEL

Name	Mobile Number	Secondary Number

Shryne Group, Inc. dba Stiiizy

LOCAL IMPACT

Local Enterprise
Neighborhood Compatibility Community Benefits

TABLE OF CONTENTS

Local Impact	1
Local Enterprise	3
Neighborhood Compatibility	3
On-Site Community Relations Staff Person	4
On-Site Managers & Twenty-Four-Hour On-Call Manager	4
Nuisances	4
Graffiti	4
Neighborhood Enhancement	4
Air Quality/Odor Control	5
Surrounding Property Owners' Signatures	6
Community Benefits	12
Supporting Water Remediation and Combating Sea Level Rise	12
Water Conservation	12
Partnering with Local Artists	13

LOCAL ENTERPRISE

Shryne Group, Inc. dba Stiiizy will hire locally within the City of Marina, and only if necessary, hiring residents from Monterey County. We will have one General Manager, two Managers, and 8-10 Budtenders. We promise to ensure that 100% will be City of Marina residents or residents of Monterey County.

Additionally, Shryne Group is excited to announce discussions have begun in partnering with the Veterans Transition Center (VTC) of Monterey County located 220 12th Street, Martinez Hall, Marina, CA 93933. Since 1998, the mission of the Veterans Transition Center is to provide services for homeless Veterans and their families. By providing Veterans with transitional housing and case management programs, they can once again become employable, productive members of the community themselves.

VTC and Shryne are cooperating in developing initiatives and programs in line with VTC's current service offerings for homeless and unemployed Veterans, as well as the 71 Unit Lightfighter Village Development. Priority hiring will be given to veterans coming out of the VTC Job Development Center program and will help with opportunities for the Lightfighter Village development.

NEIGHBORHOOD COMPATIBILITY

Stiiizy understands the importance of protecting established neighborhoods and their distinctive characteristics by addressing how certain factors contribute to successful and harmonious neighborhoods. Stiiizy will provide an appealing addition to Marina and maintain excellent relationships within the community by taking all steps necessary to ensure that customers do not create neighborhood disturbances as pursuant to MMC Chapter 19.02.100(A).

Team members of Shryne Group have been longtime community advocates and understand working with the unique revenue and operational challenges which face these organizations on a daily basis. We have and will participate in the local community, civic, and business events and will provide information and educational forums for members of the community who are new to cannabis. We love being great ambassadors to this new industry, and more importantly, we love being great neighbors and making a positive difference. In San Francisco, we have sponsored community celebrations and events, including Carnival, Pistahan (Filipino Community Parade and Festival), business and informational events and much more.

We are out in front of community engagement and outreach! Members of our team have been asked to speak and participate in panel discussions with our cannabis industry peers, alongside local and state regulators and civic and business leaders from around the state with community organizations such as the California Hispanic Chamber of Commerce, the Cal Asian Chamber of Commerce, the African American Chamber of Commerce and the Federation of Filipino-American Chambers of Commerce, all in hopes of helping concerned and interested members of the community understand the cannabis industry and the profound positive impact on communities. Shryne Group was part of a City of San Francisco delegation, comprised of community, business and civic organizations, who traveled to Vancouver, Canada, last year to

see best practices not just in cannabis, but, observing how Vancouver tackles societal problems such as the homeless and opioid epidemics. We think our biggest differentiator from our peers is our ability to truly be part of innovative solutions for the community. We walk the walk and talk the talk!

We will be part of the fabric of the community and interweave our corporate and social responsibility in a way which is more impactful for the community and its economic development. Our mantra is *Hire Local, Source Local, and Buy Local* whenever possible and we look for vendors and partners which have this shared vision and commitment every step of the way! It's a conscious and important distinction to do our part to help communities and businesses grow in a smart and holistic way!

On-Site Community Relations Staff Person

In compliance with MMC Chapter 19.02.100(B) Stiiizy will provide the police department and all residents and property owners within 100 feet with the name, phone number, secondary phone number, and email address of our on-site community relations staff person. This information will be updated as necessary.

On-Site Managers & Twenty-Four-Hour On-Call Manager

The telephone number, street address, and email address will be provided to the police department for all on-site managers who will be responsible for the overall operation at all times Stiiizy is open for business, plus the same contact information of a twenty-four-hour on-call manager as pursuant to MMC Chapter 19.02.100(C). This information will be updated as necessary.

Nuisances

As pursuant to MMC Chapter 19.02.100(D) under no circumstance will Stiiizy tolerate any of the following at our dispensary:

- Noise disturbances
- Drinking or otherwise consuming alcohol
- Loitering
- Littering
- Graffiti
- Overnight parking (except Stiiizy's authorized delivery vehicles)
- Any other public nuisance on our premise and surrounding public areas

Graffiti

Graffiti will be removed from our property or parking lot within twenty-four hours of its appearance in diligent compliance with MMC Chapter 19.02.100(I).

Neighborhood Enhancement

With the help of our designer and the Zoning Administrator, Stiiizy will not only bring economic benefits as a new business in the community, but aesthetic and architectural value

and character that harmonizes with, and enhances the neighborhood. Our signs will be of a tasteful size, large enough to see from the parking lot, but not obtrusive. The property will be fully landscaped, using drought-resistant plants with special attention to our parking lot [MMC Chapter 19.02.100(E)]. On a daily basis, the Security Guard designated for patrol will be tasked to check the parking lot for trash and remove it immediately. (S)he will also be required to check for tree limbs that hang too low or any other landscaping that needs to be maintained. We take pride in every storefront we own, and Stiiizy in Marina will be no exception. The cleanliness and curb appeal of the property is one of Stiiizy's many priorities. Garbage receptacles will be provided at the reception desk in order to monitor that no cannabis waste is thrown out with regular waste (please see the Disposal section mentioned previously) as pursuant to MMC Chapter 19.02.100(F).

Stiiizy acknowledges that the proposed property abuts a residential area and would like to make it clear that we are more interested in maintaining a positive relationship with our neighbors than the financial benefit of staying open until 11:59 p.m, as allowed by MMC Chapter 19.02.100(J). Our hours will be from 9 a.m. to 10 p.m. with deliveries ending at 9 p.m. in order to allow enough time for drivers to return to Stiiizy before 10 p.m. and not disturb nearby residents as pursuant to MMC Chapter 19.02.100(G). Our neighbors will also have the required contact information as stated above along with the Security Company's phone number and will be encouraged to reach out to either party if a nuisance of any kind is found or suspected on the property.

Air Quality/Odor Control

As pursuant to MMC Chapter 19.02.100(H) no cannabis or cannabis odors shall be detectable by sight or smell outside of the facility. The following specifications are currently being used at our La Corona location in San Francisco. We have never had complaints of odor from City Officials, customers, locals, tourists, or others. Even when you walk into the dispensary, there is no distinct marijuana odor; we and our customers need fresh air for our olfactory senses to do the job when inspecting product! All employees of the dispensary will be trained by management to identify and report any odor that is detected outside of the facility or if the generation of odor exceeds acceptable standards as determined by Stiiizy and the City of Marina. As part of their daily routines, the security guards will make note of any odors resulting from the operation of the dispensary to management.

Carbon Filters

These are the most reliable and efficient type filters for removing cannabis odor from airstreams and atmosphere. Stiiizy will strategically install carbon filters that have been paired with high velocity, inline fans designed specifically for the task of eliminating the scent and odor of cannabis and related products.



Ventilation

Stiiizy will design the dispensary such that there are dedicated entry and exit points to the facility. This will not only help prevent diversion between visitors to the dispensary; but will additionally allow Stiiizy to control the airstreams flowing outward of the dispensary. The atmosphere in the vestibule spaces will be scrubbed at a rate of once every three to five minutes to ensure that no marijuana odors escape the facility and are detectable outside the proposed facility. The facility will be equipped with state-of-the-art scrubbing and carbon filtering air circulation and ventilation system to minimize odor.

Stiiizy will install the VenTech Fan which has been modified to establish a superior airflow and be suitable for various environments such as hospital rooms, indoor growing rooms, commercial cooling and more. The fan features a superior aerodynamic body made of steel and constructed with powder coated baked paint for stability and maximum efficiency. This activated VenTech virgin charcoal air filter effectively eliminates odors and particulates from the air. When used together with a centrifugal inline fan, it results in a clean airflow through greenhouses, hospital rooms, lavatories, and food processing facilities. Any odors emitted by the cannabis inside the facility will be eliminated prior to being exhausted from the building by this system. Odor shall not be detectable from the building exterior, or from the common areas such as walkways, hallways, breezeway, foyers, and lobby area.

Surrounding Property Owners' Signatures

Jose Pecho, our Community Outreach Director, is a US Army Veteran and was stationed at Fort Ord from 1977-1979. Marina and the surrounding old Fort Ord community is a special place for him. Jose has spent countless days speaking with local property owners, businesses and stakeholders providing information on the cannabis industry and how it will benefit their property values as well as provide increased foot traffic for surrounding businesses. It is truly our goal to be a mutual benefit to stakeholders as well as work with each other to address any issues or concerns.

Dawn Alva, business owner of Pump and Nurse, one of the businesses in the adjoining Marina Village Shopping Center, and a Commissioner on the Economic Development Commission in Marina, signed onto our application support letter and believes opportunities like our cannabis store should be embraced. One residential property owner identified his displeasure about people parking in the shopping center parking lot and then walking through the area behind his fence to get to the courthouse. Preliminary discussions have been made, and with the approval of the city, we shall install an extended fence thus mitigating trespassers, liability, trash and garbage accumulation and foot traffic between our Property, his property, as well as that of another homeowner and the Marina Village Shopping Center.

Please see the following page for the list of property owners within 250' of our Property and their signatures.

PHASE 3: NEIGHBORHOOD COMPATABILITY PROPERTY OWNERS WITHIN 250' OF 3170 DEL MONTE BLVD APN: 032-055-017-000, MARINA, CA

OWNER	TYPE	SUPPORTS
City of Marina	Public	*No
	Facility	
State of California	Courthouse	*No
Patricia Littlefield &	Commercial	No
Michael Kent Trust		
Clifford Barker & Patricia	Residential	No
Macleod		
Christopher and Denise	Residential	Yes
Dinner		
Michael & Penny Patton	Residential	Yes
Bernard Cullen Trust, by	Residential	Yes
Kathleen Franklin Trustee		
Maria Dorantes	Residential	No
Charles and Brenda	Residential	Yes
Stringer		
	State of California Patricia Littlefield & Michael Kent Trust Clifford Barker & Patricia Macleod Christopher and Denise Dinner Michael & Penny Patton Bernard Cullen Trust, by Kathleen Franklin Trustee Maria Dorantes Charles and Brenda	City of Marina Public Facility State of California Courthouse Patricia Littlefield & Commercial Michael Kent Trust Clifford Barker & Patricia Macleod Christopher and Denise Dinner Michael & Penny Patton Residential Bernard Cullen Trust, by Kathleen Franklin Trustee Maria Dorantes Residential Charles and Brenda Residential

Neighborhood Compatibility: Applicants which demonstrate neighborhood support with a *majority of property owners* within 250 feet will receive five points. Applicants who do not demonstrate neighborhood support with a majority of property owners within 250 feet will receive zero points.

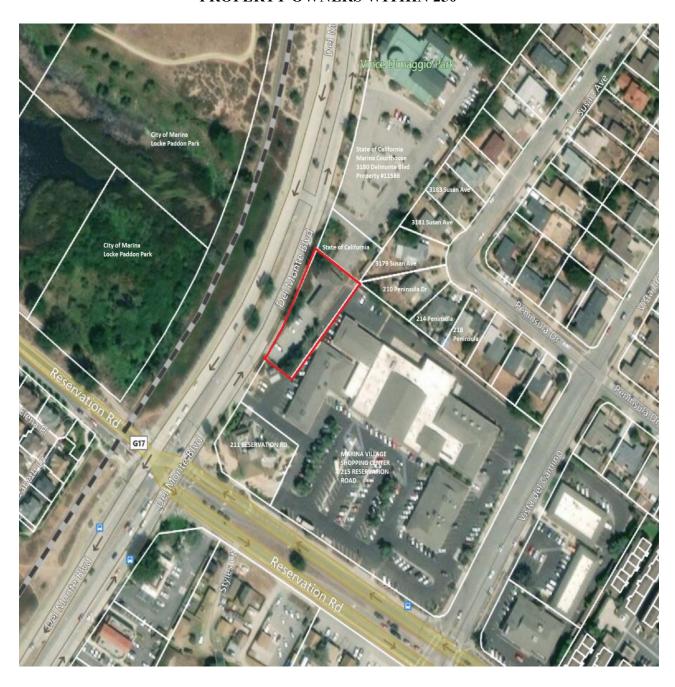
There are 12 parcels and 9 different property owners within 250' of the proposed location.

Below is the signed support letter by those owners mentioned above, including 2 business owners within the Marina Village Shopping Center evidencing support our proposed cannabis retail location. The business owners listed in the Support Letter, do not count against, or, for support of our proposed cannabis permit.

*(Note): Owners listed in 1 and 2 above are City of Marina and State of California. Both are public entities and cannot sign our Letter of support, nor oppose, our intended use. Both City and State cannabis regulations are being adhered to and we feel the 2 public entity owners should not be counted in the property owner count, thus reducing the number of property owners within 250' from 9 to 7.

This would mean a threshold of 4 property owners would demonstrate neighborhood support, evidenced by the attached Letter of Support and our application would qualify to receive five points.

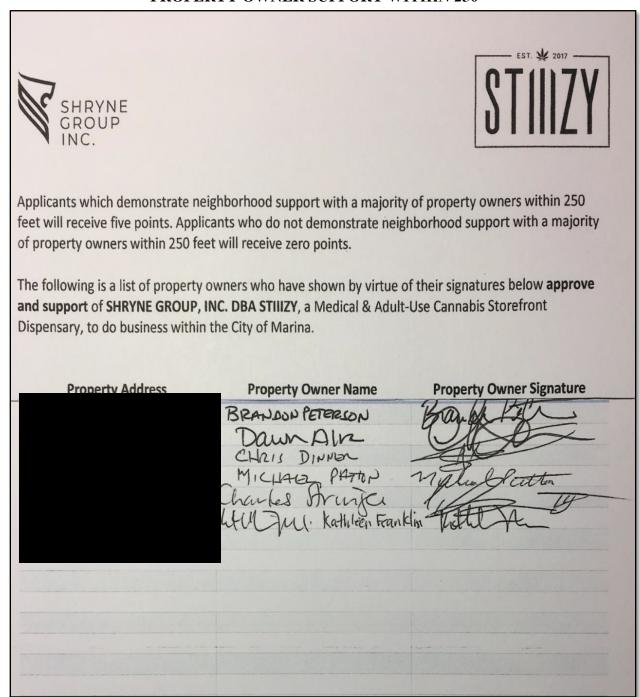
PROPERTY OWNERS WITHIN 250'



250' PROPERTY BUFFER



PROPERTY OWNER SUPPORT WITHIN 250'



Handout that was provided to the surrounding Property Owners:



Side 1







STIIIZY IS A MEDICAL & ADULT USE CANNABIS DISPENSARY

Impact through direct

community investment. STIIIZY.
will donate a portion of its proceeds
to support projects that support and
grow the community. What's
important to you? Reach out, and
please let us know.

Neighborhood safety all the

way. Recent studies published in the American Journal of Community Psychology show that security provided by medical marijuana dispensaries can reduce area crime, particularly violent crimes within 100 and 250 feet of the medical marijuana dispensary. STIIIZY has extensive security measures in place to keep our immediate area, patients & customers, employees, and property secure at all times. This includes a solid security presence, 24/7/365 video monitoring (inside and out), involved community engagement, and more.

Keen on wellness and

recovery. We will offer a wide range of CBD and other non-psychoactive cannabinoid products. Products that are keen on wellness and recovery, particularly for our medical cannabis patients.

Hire and grow local. As a

responsible and proactive member of the community, STIIIZY will hire residents from our neighborhood. We are committed to a safe, secure, and diverse work environment for people of all walks of life. Please give us a call to find out more.

Safe access for everyone. STIIIZY.

Is committed to providing its patients and customers quality products at all price levels so that everyone has safe access.

WE WOULD LIKE TO HEAR FROM YOU. HOW ELSE CAN WE HELP?

COMMUNITY BENEFITS

Marina is a city steeped in military history, with every sight having a story to tell. With its natural setting and oceanic climate, Marina is one of California's most underrated cities. There is no other place in California like Marina and it is the perfect city for Stiiizy.

Stiiizy has a mission to inclusively grow with the community and offer support that is unique and tailored to the dynamic changes occurring in Marina. When we created this company, we set out to make as much of a positive impact as possible in both a corporate and socially responsible way.

Our experience working with municipalities has always taken us to the Community Development and the Offices of Economic and Workforce Development departments. It is no different in Marina. These important departments are responsible for encouraging business investment opportunities and supporting business retention and attraction activities. As part of the Marina City Manager's Office, the Economic Development Division also works closely with the Economic Development Commission to ensure the concerns of Marina businesses are addressed and resolved. We believe established community organizations, centered around workforce development, could be in a position to help accelerate these opportunities to ensure cannabis businesses have qualified workforce talent and job seekers have career opportunities. We want to fully engage and provide leadership in this endeavor.

Implementation of the following strategies and initiatives by Stiiizy in support of the City of Marina is how we will achieve our shared vision of a vibrant and sustainable quality of life for all Marina community stakeholders. We plan to do even more through our own Community Impact Fund, which will be made up of 1% of our annual net revenues, or a minimum of \$30,000, that we will reinvest back into the community. This fund will support:

- Programs that preserve and enhance Marina unique cultural diversity;
- Programs that fund community development initiatives alongside other businesses and residents:
- Nonprofits that provide people access to health services, education and/or economic and youth and workforce development opportunities.

Supporting Water Remediation and Combating Sea Level Rise

With water contamination issues from Monterey Bay, Marina needs a partner in water remediation efforts. We commit to sponsoring local non-profits and city-driven initiatives focused on remediating contaminated water and removing pollutants to protect and enhance Marina's natural resources. At the same time, we pledge to work with the Council and other community-based organizations to combat sea level rise, including donating funds as needed to improve and repair Marina's sea wall.

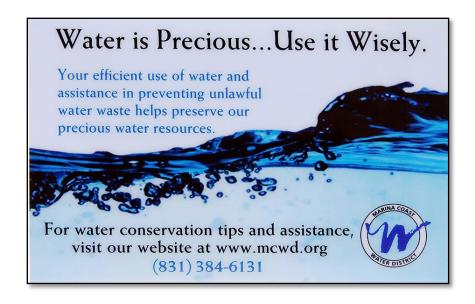
Water Conservation

According to the Marina Coast Water District's facts and figures, over-watering leads to runoff, pollution, gravitational water loss through the soil profile, plant stress, and plant loss. Stiiizy will

combat this issue by using drought-tolerant plants and minimizing the use of water anywhere possible.

Although not required by MMC Chapter 19, Commercial Cannabis Activities, Stiiizy will install urinals with zero-water-use urinals and all toilets will have a maximum flush capacity of 1.6 gallons per flush or less.

These placards provided by the Marina Coast Water District will be placed by the sink in the bathroom to remind our employees that water should be used efficiently and purposefully.



Partnering with Local Artists

Our proposed location at 3170 Del Monte Blvd., is approximately 2700 SF, more than enough space to retail our cannabis products and then some. Our goal is to maximize every inch of space for revenue generation and merchandising. This opportunity opens-up collaborative partnerships to enhance the retail experience for our customers and patients. Enter Stiiizy into the art scene. Upon awarding of a cannabis use permit, we will seek members of the Marina art community for a first-of-its-kind retail cannabis and art gallery concept integrating cannabis and Marina's spectrum of art and artists. Stiiizy can help in a big way by offering space in our store for the merchandising of art pieces and local craft products.



Page **13** of **13**

ADDENDUM

Shryne Group, Inc. dba Stiiizy submitted our application to the City of Marina on June 5, 2019 at 11:20 am and it was received by Anita, last name unknown.

Later on in the day, we received approval from an additional property owner, Patrick D. Stafford and Michael Kent Trust, owner of 211-215 Reservation Road, and we would like to add it to our submitted proposal.

Here is an image of the email confirmation that was received:



Shryne Group, Inc. dba Stiiizy

APPLICANT BACKGROUND INFORMATION

Brian Mitchell, Owner Jose Pecho, Community Outreach Director

TABLE OF CONTENTS

Brian Mitchell, Owner	
Live Scan	
Background Application	
Photographs	
Social Security Card	
Driver's License	
Proof of Current Address	
Resume	
Jose Pecho, Community Outreach Director	
Live Scan	
Background Application	13
Photographs	
Social Security Card	
Driver's License	
Proof of Current Address	
Resume	

BRIAN MITCHELL, OWNER

Live Scan

STATE OF CALIFORNIA	DEPARTMENT OF JUSTICE
BCIA 8016 (orig. 04/2001; rev. 01/2011)	
REQUEST FOR LIV	E SCAN SERVICE
Applicant Submission	
A1300	Cannabia Henc
ORI (Code assigned by DOJ)	Authorized Applicant Type
Type of License/Certification/Permit OR Working Title (Madmum 30 characters	Hoselmed by DOL use med the sestment
Contributing Agency Information:	II designed by 5-00, and done to essay not
MARINA POLICE DEPARTMENT	00422
Agency Authorized to Receive Criminal Record Information	Mall Code (five-digit code assigned by DOJ)
211 HILLCREST AVE Street Address or P.O. Box	MARIA ESPARZA Contact Name (mandatory for all school submissions)
MARINA CA 93933	(831) 884-1293
City State ZIP Code	Contact Telephone Number
Applicant Information:	Z: Martala
Last Name	First Name Middle Initial Suffix
	1 iottoile
Other Name (AKA or Alias) Last	First Suffix
Date of Bligg	Driver's License Number
Sin 180/h Hard Bour	Billing
Height Weight Eye Color Hair Color	Number (Agency Billing Number)
	Misc.
Place or orien (oracle or obusiny)	Number (Other Meridication Mumber)
Home	City
Address Street Address or P.O. Box HOW LONG AT RESIDENCE	PHONE #
	FT DOL FR FD
Your Number:	Level of Service: 🛛 DOJ 🔀 FBI
OCA Number (Agency Identifying Number)	
If re-submission, list original ATI number:	
(Must provide proof of rejection)	Original AYI Number
Employer (Additional response for agencies specified by statute)	•
Employer Name	Mall Code (five digit code assigned by DOJ)
	•
Street Address or P.O. Box	
City State ZIP Code	Telephone Number (optional)
Live Scan Transaction Completed By:	
TG	1-70-19
Name of Operator	Date
CMPD 5-14	ATI Number Amount Collected/Billed
Transmitting Agency LSID \	All tomos
ORIGINAL - Live Scan Operator SECOND COPY - App	THIRD COPY (if needed) - Requesting Agency
Quantities and the second second	and the second s

Live Scan Receipts



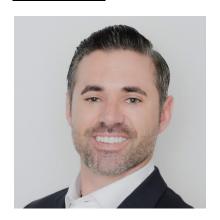
211 Hillcrest Avenue Marina, CA 93933
Date: 05/21/2019 Receipt: 2019-00004670 Cashier: Teresa Garcia Received From: Shryne Group Inc DBA Stilizy Description: Live scan fee
PD 5600.901 - (F100) Canna bis Live Scan 168.00 live scan fee PD 5600.220 - (F100) Credi t Card Convenience 5.04 live scan fee
Receipt Total 173.04
Total Charge 173.04
Total Remitted 173.04
Total Received 173.04
Have a nice dayl
Customer Copy

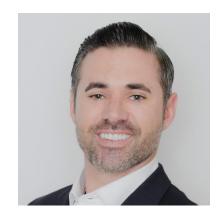
Background Application

uSign Envelope ID: B4916BBB-61D2-400D-BA10-1B87A163FCD5 City of Marina Economic Development Department - City Hall 211 Hillcrest Avenue Marina, CA 93933 P: 831.384.3715 www.ci.marina.ca.us CANNABIS BUSINESS EMPLOYEE/OWNER BACKGROUND APPLICATION **CANNABIS BUSINESS INFORMATION** CANNABIS BUSINESS NAME/DBA IN THE BUSINESS, ARE YOU AN: (CHOOSE ONE) BADGE ID REQUEST Shryne Group, Inc. dba Stiiizy Owner/Principal

Employee ☐ ID Request BUSINESS ADDRESS, CITY, STATE, ZIP CODE STATE BUSINESS LICENSE NUMBER (if known) 3170-3174 Del Monte Blvd, Marina, CA 93933 APPLICANT INFORMATION LAST NAME ON SOCIAL SECURITY CARD FIRST NAME ON SOCIAL SECURITY CARD MIDDLE NAME ON SOCIAL SECURITY CARD Social Security Number Mitchell Brian Christopher LAST NAME ON DRIVER'S LICENSE FIRST NAME ON DRIVER'S LICENSE MIDDLE NAME ON DRIVER'S LICENSE Driver's License #/State Mitchell Brian Christopher DATE OF BIRTH WEIGHT 180 lbs. HAIR Brown Hazel Male ☐ Female LIST ANY OTHER NAMES YOU HAVE EVER USED (Maiden, Married, Nicknames, etc.) BIRTH COUNTRY/STATE LANGUAGES SPOKEN English CRIMINAL HISTORY List all arrests or convictions other than infractions for traffic violations. IF ADDITIONAL SPACE IS NEEDED, ATTACH EXTRA SHEETS TO THIS APPLICATION. PLEASE READ THE APPLICATION CAREFULLY. ANY FALSE OR MISLEADING STATEMENTS, OR OMISSIONS ON THIS APPLICATION OR ON THE COMMERCIAL CANNABIS BUSINESS APPLICATION, SHALL BE GROUNDS FOR DISQUALIFICATION. ARREST DATE ARRESTING AGENCY / LOCATION / COURT NAME REASON FOR ARREST / VIOLATION CODE N/A N/A 1 DISPOSITION (WHAT WAS THE OUTCOME OF THE CASE: Were you sentenced? Did you have to pay a fine? Probation? Parole? Etc.) ARREST DATE ARRESTING AGENCY / LOCATION / COURT NAME REASON FOR ARREST / VIOLATION CODE 2 | ______i DISPOSITION (WHAT WAS THE OUTCOME OF THE CASE: Were you sentenced? Did you have to pay a fine? Probation? Parole? Etc.) N/A CITY STAFF USE ONLY \$ FEE AMOUNT PAID CITY STAFF'S NAME DATE / TIME CITY DEPARTMENT Cannabis Business Employee/Owner Background Application 1

3 D	RREST DATE N/A			. HISTORY (c	ont.)				
D	.,,,	N/A	NCY / LOCATION /	COURT NAME	16000	SON FOR ARRES	T / VIOLATION CODE		
	DISPOSITION (WHAT WAS THE OUT ON N/A	OME OF THE CA	SE: Were you sente	enced? Did you hav	e to pay a fir	ne? Probation? F	Parole? Etc.)		
	RREST DATE N/A	ARRESTING AGE	G AGENCY / LOCATION / COURT NAME			REASON FOR ARREST / VIOLATION CODE N/A			
	DISPOSITION (WHAT WAS THE OUT CO	OME OF THE CA	SE: Were you sente	enced? Did you hav	e to pay a fir	ne? Probation? F	arole? Etc.)		
	RREST DATE N/A	ARRESTING AGE	NCY / LOCATION /	COURT NAME		SON FOR ARRES	T / VIOLATION CODE		
2 500	DISPOSITION (WHAT WAS THE OUTCO	OME OF THE CAS	SE: Were you sente	enced? Did you hav	e to pay a fir	ne? Probation? F	Parole? Etc.)		
		PRIOF	REGULATE	D CANNABIS	EMPLOY	/ERS			
USINE	ESS NAME	CITY / STATE		PHONE		START DATE	END DATE		
	(, Inc. dba La Corona Iness	San Fr	ancisco, CA	(415)92	6-5982	2/15/201	Present		
			'A N/A			N/A	N/A		
			STATEME	NT OF PERJ	JRY				
	Brian Mitchell DC22789F41784BA CRIMINA	L BACKGR		Managing Di		IGATION F	5/14/2019 RELEASE		
0.00 866	Civilita	L DACKON	JOIND & CILL	DIT THE TOR	I HAVEST	IGATION	LLLAJL		
of the information obtained States I agree Bures I und the Comay	an applicant/employee of a Corne City of Marina, and/or his/ rmation in this application for the commercial Cannabis Busing Law. The taw of Investigation, or any other derstand this will serve to disclosure to Marina its officers, agents result from the taking of such ining access to any other documents.	ther agents, e the purpose of thess Permit to requested or do r law enforcem se any record o s, or lawfully d thingerprints o	mployee or law conducting a cri operate or to be eemed necessary eent agency or th of arrests to whice elegated represe or forwarding the	ful representation minal background employed with a to provide to the hird-party consultable h I have been the entatives, harmleem to the appropriate to the appropri	ve(s) to tal- id check to a such busing the State of tant authorial e subject the ss from any priate law	we my photog verify that I n ness as require California Dep ized by the Cit nat resulted in action(s) or d enforcement	raph and fingerprints or neet the qualifications rec ed by the City Municipal C artment of Justice and the y Manager or Chief of Polic conviction. I further agree amages whatsoever or at a agency for a record check	use the quired to code and code are Feder ce. The to how all which is and/of and/of code and/of code are to how and/of code and code a	
Emn	loyee Permit. hermore, I hereby authorize the in and review my consumer crec						oyee or lawful represental	iive(s) t	
Furth		and agree to o							
Furth obtai By sig	gning this form, I acknowledge or omitting any information on na Ordinance.		n may be ground	is for denial of a	permitoris	Broamas for t	erriniacion or empio, men		
obtai	ining access to any other docu loyee Permit. hermore, I hereby authorize the	umentation when the control of the c	or Chief of Polic or any other cred	meeting the queen of the City and dit related informations and the conditions are conditions.	lalification I/or his/her nation perta d terms of t	for a Comment agents, emplosining to me.	rcial Canna oyee or lav	abis Business Po wful representat nderstand that f	





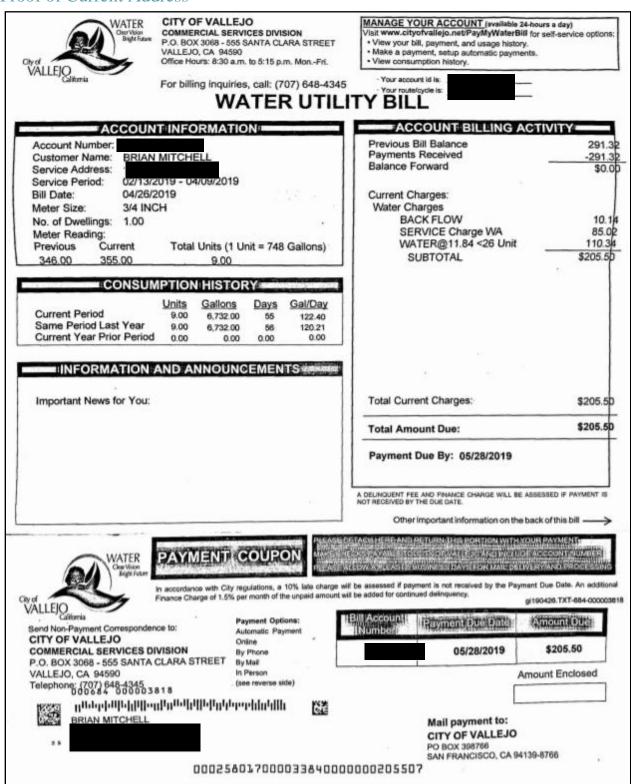
Social Security Card



Driver's License



Proof of Current Address

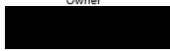


Resume



Brian Mitchell

Owner



Overview

Brian has spent over a decade serving as both a business leader and marijuana-advocate. He has helped open over ten dispensaries in California and is currently the CEO of La Corona Wellness and the Authentic brands. In addition to this, Brian also founded EFEX - a brand of mood-based cannabis products, Honeyleaf - a connoisseur grade cannabis brand and Signature Painting and Construction. He also has 320 acres in Humboldt County for cannabis cultivation.

Cannabis Relevant Skills and Knowledge

CEO / Founder / Owner - Shryne Group, Inc. (formerly Northstar Equities, Inc.)

- · Direct expansion activities to multiple counties
- Hire and manage C-level executives
- Participated in several panel discussions about the cannabis industry around California with community organizations including the African American Chamber of Commerce and the California Hispanic Chamber of Commerce
- Develop cross-organizational goals to further the business in all areas
- Manage over \$125 million in annual revenues

Dispensary Operations

- Understand local laws and regulations and ensure dispensary compliance
- Attend meetings with local municipalities and policy makers
- Provide community outreach direction and support
- Manage multiple dispensary locations
- Led the acquisition of existing dispensaries
- Oversee training and direction of dispensary management
- Approve tenant improvements for all dispensary locations

Manufacturing/Distribution/Cultivation Operations

- Oversee management of business operations
- Collaborate with management of various locations to determine site-wide, and company-wide, goals and objectives
- Vet potential strategic partners
- Attend meetings with lawyers and tax attorneys to ensure compliance
- Coordinate permit and license applications to local and state governing bodies

Real Estate

- Understand local and state sensitive use requirements and zoning laws
- Negotiate acquisition of properties for cannabis business uses
- Communicate with local property owners and brokers
- · Structure financing for all transactions

Brian Mitchell Page 1 of 2



Shryne Group, Inc. Oversight

- 1. BCOK, Inc. dba La Corona Wellness | San Francisco, CA
- 2. JBTB Holdings, Inc. | Oakland, CA
- 3. 87 Farms dba Briceland Farms | Humboldt County, CA
- 4. Sweeney Management LLC | Santa Barbara County
- 5. ST Management Group LLC | Santa Barbara County, CA
- 6. Ironworks Collective, Inc. | Los Angeles, CA
- 7. Strategic Green Partners | Palm Desert
- 8. CV Wellness, LLC dba Stiiizy Modesto | Modesto, CA
- 9. Olive Drive Enterprises, LLC dba Stiiizy | Davis, CA

Founding Investor

- KSHB Publically traded marijuana bottling and packing company.
- BuildingConnected, Inc. A commercial construction technology company, acquired by Auto Desk in 2019.
- · BigRentz.com The Uber of equipment rental.

Education

B.A., Economics, University of California, Davis

Brian Mitchell Page 2 of 2

JOSE PECHO, COMMUNITY OUTREACH DIRECTOR

Live Scan

STATE OF CALIFORNIA	DEPARTMEN	OF AUTICE
REQUEST FOR	LIVE SCAN SERVICE	
pplicant Submission		
1300 RI (Code assigned by DOJ)	Cannabia Authorized Applicant Type	
pe of License/Certification/Permit OR Working Title (Machinum 30 chair	ractors - If essigned by DOJ, use exact the essigned)	
ontributing Agency Information:		
MARINA POLICE DEPARTMENT gency Authorized to Receive Criminal Record Information	00422	
11 HILLCREST AVE treet Address or P.O. Box	Mail Code (five-digit code assigned by DOJ) MARIA ESPARZA Contact Name (mandatory for all school submissions)	
MARINA CA 93933 Bity State ZIP Code	(831) 884-1293 Contact Yelephone Number	
pplicant Information:	Zie A soc	sr.
ast Name NA	First Name Middle Initial	Suffix
ther Name (KA or Alias) Last	First CA DL# N6183236	Suffix
Sex Male Female	Driver's License Number	
5/8" 160 lbs Brown Black eight Weight Eve Color Hair Color	Billing	
eight Weight Eve Color Plair Color	Number (Agency Billing Number)	
lace of Birth (State or Country) Social Security Number	_ Misc. Number	
	_ Misc.	
ome Street Address or P.O. Box HOW LONG AT RESIDENCE 3 Years	_ Misc.	ode
ome Idress Street Address or P.O. Box HOW LONG AT RESIDENCE 3 Years	City PHONE # State ZIP Co	ode
ome didress Street Address or P.O. Box HOW LONG AT RESIDENCE 3 Years	City PHONE # State ZIP Co	ode
ome didness Street Address or P.O. Box HOW LONG AT RESIDENCE 3 Years our Number: OCA Number (Agency Identifying Number)	City PHONE # State ZIP Co	ode
ome didness Street Address or P.O. Box HOW LONG AT RESIDENCE 3 Years our Number: OCA Number (Agency Identifying Number) re-submission, list original ATI number:	City PHONE # State ZIP Co	ode
ome ddress Street Address or P.O. Box HOW LONG AT RESIDENCE 3 Years our Number:	City PHONE # State ZIP Co	ode
ome didress Street Address or P.O. Box HOW LONG AT RESIDENCE 3 Years our Number: OCA Number (Agency Identifying Number) re-submission, list original ATI number: flust provide proof of rejection)	City PHONE # State ZIP Co	ode
ome didness Street Address or P.O. Box HOW LONG AT RESIDENCE 3 Years our Number: OCA Number (Agency Identifying Number) re-submission, list original ATI number: flust provide proof of rejection) mployer (Additional response for agencies specified by statu	City PHONE Level of Service: DOJ FBI Original ATI Number	ode
Street Address or P.O. Box HOW LONG AT RESIDENCE 3 Years our Number: OCA Number (Agency Identifying Number) re-submission, list original ATI number: Must provide proof of rejection) mployer (Additional response for agencies specified by statumployer Name	City PHONE Level of Service: DOJ FBI Original ATI Number	ode
Street Address or P.O. Box HOW LONG AT RESIDENCE 3 Years OUR Number: OCA Number (Agency Identifying Number) re-submission, list original ATI number: Aust provide proof of rejection) Imployer (Additional response for agencies specified by statumployer Name rect Address or P.O. Box ty State ZIP Code	Misc. Number City PHONE Level of Service: DOJ FBI Original ATI Number Inte): Mall Code (five digit code assigned by DOJ)	ode
Street Address or P.O. Box HOW LONG AT RESIDENCE 3 Years our Number: OCA Number (Agency Identifying Number) re-submission, list original ATI number: Must provide proof of rejection) mployer (Additional response for agencies specified by statumployer Name rect Address or P.O. Box	Misc. Number City PHONE Level of Service: DOJ FBI Original ATI Number Inte): Mall Code (five digit code assigned by DOJ)	ode
Street Address or P.O. Box HOW LONG AT RESIDENCE 3 Years OUR Number: OCA Number (Agency Identifying Number) re-submission, list original ATI number: Aust provide proof of rejection) Imployer (Additional response for agencies specified by statumployer Name rect Address or P.O. Box ty State ZIP Code	Misc. Number City PHONE Level of Service: DOJ FBI Original ATI Number Inte): Mall Code (five digit code assigned by DOJ)	ode
Street Address or P.O. Box HOW LONG AT RESIDENCE 3 Years OUR Number: OCA Number (Agency Identifying Number) Tre-submission, list original ATI number: Must provide proof of rejection) Imployer (Additional response for agencies specified by statumployer Name Treet Address or P.O. Box Ity State ZIP Code Ve Scan Transaction Completed By:	City PHONE # State ZIP Co Level of Service: ☑ DOJ ☐ FBI Original ATI Number Ute): Mall Code (five digit code assigned by DOJ) Telephone Number (optional)	ode

Live Scan Receipt



Background Application

DocuSign Envelope ID: 07DC3C8E-F7D0-4AEA-96C4-84CDCEBFCF68



City of Marina

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

		CAN	NABIS BU	SINESS	INFORMA	TION				
NNABIS BUSINESS NAME/	DBA		TIADIS DO		THE BUSINESS,		: (CHOOSE	ONE)	BAD	GE ID REQUEST
hryne Group, Ind		iiizy		250				822		
					Owner/Pr	incipal X	Employee			ID Request
SINESS ADDRESS, CITY, ST. 170-3174 Del Mor		Marina C	4 93933				STATE BU	JSINESS	LICENSE	NUMBER (if known)
110 3171 501 1101	ice biva,	Hai ma, c	. 33333							
			APPLICAN	NT INFO	RMATION	J				
Social Security N	umber	-	ON SOCIAL SECURI	TY CARD	FIRST NAME O	N SOCIAL SECU	RITYCARD	279602	NAME O	N SOCIAL SECURITY CA
I.		Pecho			Jose			Α		
	1/5+-+-	LAST NAM	ME ON DRIVER'S LI	CENSE	FIRST NAME	ON DRIVER'S	LICENSE	MIDE	DLE NAME	ON DRIVER'S LICENSE
Driver's License #	f/State	Pecho			Jose			Asis	s	
					V/					
SEX	AGE 59		RTH	RACE Asia	n 5'8"	150	lbs.	Bla	air ack	EYES Brown
	DDDEEC CITY	ZID CODE (NO B	D BOYES ALLON	VED)					CEI	L PHONE #
	HAVE EVER US	SED (Maiden, Mar		. 10		IRTH COUNT	RY/STATE	E		AGES SPOKEN sh, Tagalog
T ANY OTHER NAMES YOU N/A		SED (Maiden, Mar	CRIM	INAL H	ISTORY					
N/A	<u>List a</u>	all arrests or c	CRIM convictions ot	INAL H her thar	ISTORY infractions	for traffic	violation	<u>s.</u>	Englis	sh, Tagalog
ADDITIONAL SPACE	List of IS NEEDED, DING STATE	all arrests or co	CRIMI convictions of TRA SHEETS DMISSIONS C	INAL H her thar	ISTORY infractions APPLICATIO	for traffic	violation SE READ	<u>s.</u> THE A	Englis APPLICA	sh, Tagalog
ADDITIONAL SPACE NY FALSE OR MISLEA PPLICATION, SHALL B	List of IS NEEDED, DING STATE	, ATTACH EXTEMENTS, OR C	CRIMI convictions of TRA SHEETS DMISSIONS C LLIFICATION.	INAL H her than TO THIS ON THIS	ISTORY infractions APPLICATIO APPLICATIO	for traffic	violation SE READ	<u>s.</u> THE A	Englis APPLICA	sh, Tagalog
ADDITIONAL SPACE BY FALSE OR MISLEA PLICATION, SHALL B ARREST DATE	List of IS NEEDED, DING STATE	ARRESTING AGE	CRIMI convictions of TRA SHEETS DMISSIONS C LLIFICATION.	INAL H her than TO THIS ON THIS	ISTORY infractions APPLICATIO APPLICATIO	for traffic DN. PLEA: N OR ON	violation SE READ	s. THE A	Englis APPLICA CIAL CA	th, Tagalog TION CAREFUL NNABIS BUSINE
ADDITIONAL SPACE BY FALSE OR MISLEA PLICATION, SHALL B ARREST DATE N/A	List a IS NEEDED, DING STATE E GROUNDS	ATTACH EXTEMENTS, OR COS FOR DISQUA	CRIMI convictions of TRA SHEETS DMISSIONS C LIFICATION.	INAL H her than TO THIS ON THIS	ISTORY Infractions APPLICATIO APPLICATIO	FEASON F	violation SE READ THE COM	S. THE A	APPLICACIAL CA	th, Tagalog TION CAREFUL NNABIS BUSINE
ADDITIONAL SPACE NY FALSE OR MISLEA PPLICATION, SHALL B ARREST DATE	List a IS NEEDED, DING STATE E GROUNDS	ATTACH EXTEMENTS, OR COS FOR DISQUA	CRIMI convictions of TRA SHEETS DMISSIONS C LIFICATION.	INAL H her than TO THIS ON THIS	ISTORY Infractions APPLICATIO APPLICATIO	FEASON F	violation SE READ THE COM	S. THE A	APPLICACIAL CA	sh, Tagalog TION CAREFULI NNABIS BUSINE
ADDITIONAL SPACE BY FALSE OR MISLEA PLICATION, SHALL B ARREST DATE N/A DISPOSITION (WHAT W.	List a IS NEEDED, DING STATE E GROUNDS	ATTACH EXTEMENTS, OR COS FOR DISQUA	CRIMI convictions of TRA SHEETS DMISSIONS C LLIFICATION. NCY / LOCATION	INAL H her than TO THIS ON THIS // COURT I	APPLICATION NAME	for traffic ON. PLEA: N OR ON REASON F N/A y a fine? Pro	violation SE READ THE COM	S. THE A IMERC / VIOLA ole? Etc.	APPLICACIAL CA	SH, TAGATOG STION CAREFUL NNABIS BUSINE
ADDITIONAL SPACE IY FALSE OR MISLEA PLICATION, SHALL B ARREST DATE N/A DISPOSITION (WHAT W. N/A ARREST DATE N/A	List a IS NEEDED, DING STATE E GROUNDS	ATTACH EXTEMENTS, OR COS FOR DISQUARRESTING AGEIN/A	CRIMI convictions of TRA SHEETS DMISSIONS C LLIFICATION. NCY / LOCATION	INAL H her than TO THIS ON THIS // COURT I	APPLICATION NAME	for traffic ON. PLEA: N OR ON REASON F N/A y a fine? Pro	violation SE READ THE COM OR ARREST bation? Pare	S. THE A IMERC / VIOLA ole? Etc.	APPLICACIAL CA	SH, TAGATOG STION CAREFUL NNABIS BUSINE
ADDITIONAL SPACE BY FALSE OR MISLEA PPLICATION, SHALL B ARREST DATE N/A DISPOSITION (WHAT W. N/A ARREST DATE N/A DISPOSITION (WHAT W.	List a IS NEEDED, DING STATE E GROUNDS AS THE OUTCO	ARRESTING AGEI	CRIMI convictions of TRA SHEETS DMISSIONS C LIFICATION. NCY/LOCATION Were you sente	INAL H her than TO THIS ON THIS / COURT I	ISTORY infractions APPLICATIO APPLICATIO NAME you have to pa	FEASON F N/A REASON F N/A REASON F N/A	violation SE READ THE COM DR ARREST Dation? Par	S. THE A IMERO / VIOLA / VIOLA	APPLICACIAL CA	SH, TAGATOG STION CAREFUL NNABIS BUSINE
ADDITIONAL SPACE BY FALSE OR MISLEA PPLICATION, SHALL B ARREST DATE N/A DISPOSITION (WHAT W N/A ARREST DATE N/A	List a IS NEEDED, DING STATE E GROUNDS AS THE OUTCO	ARRESTING AGEI	CRIMI convictions of TRA SHEETS DMISSIONS C LIFICATION. NCY/LOCATION Were you sente	INAL H her than TO THIS ON THIS / COURT I	ISTORY infractions APPLICATIO APPLICATIO NAME you have to pa	FEASON F N/A REASON F N/A REASON F N/A	violation SE READ THE COM DR ARREST Dation? Par	S. THE A IMERO / VIOLA / VIOLA	APPLICACIAL CA	SH, TAGATOG STION CAREFUL NNABIS BUSINE
ADDITIONAL SPACE BY FALSE OR MISLEA PLICATION, SHALL B ARREST DATE N/A DISPOSITION (WHAT W. N/A ARREST DATE N/A DISPOSITION (WHAT W. N/A	List of IS NEEDED, DING STATE E GROUNDS AS THE OUTCO	ATTACH EXTEMENTS, OR COST FOR DISQUAL ARRESTING AGEIN/A ME OF THE CASE: ARRESTING AGEIN/A ME OF THE CASE:	CRIMI convictions of TRA SHEETS DMISSIONS C LLIFICATION. NCY / LOCATION Were you sente NCY / LOCATION	INAL H her than TO THIS ON THIS / COURT I / COURT I / COURT I	ISTORY infractions APPLICATIO APPLICATIO NAME you have to pa	REASON F N/A y a fine? Pro	violation SE READ THE COM DR ARREST Dation? Para	S. THE A IMERO / VIOLA / VIOLA	APPLICACIAL CA	TION CAREFUL NNABIS BUSINE
ADDITIONAL SPACE IY FALSE OR MISLEA PLICATION, SHALL B ARREST DATE N/A DISPOSITION (WHAT W. N/A ARREST DATE N/A DISPOSITION (WHAT W.	List of IS NEEDED, DING STATE E GROUNDS AS THE OUTCO	ARRESTING AGEI	CRIMI convictions of TRA SHEETS DMISSIONS C LLIFICATION. NCY / LOCATION Were you sente NCY / LOCATION	INAL H her than TO THIS ON THIS // COURT I	ISTORY Infractions APPLICATIO APPLICATIO NAME Iyou have to pa	FEASON F N/A REASON F N/A REASON F N/A	violation SE READ THE COM DR ARREST Dation? Para	S. THE A IMERO / VIOLA / VIOLA	APPLICACIAL CA	SH, TAGATOG STION CAREFUL NNABIS BUSINE

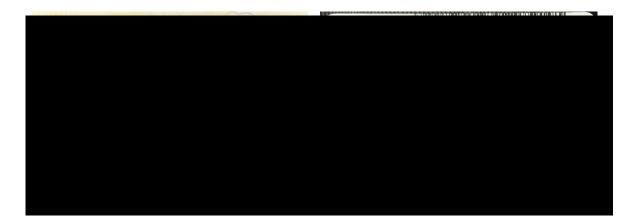
			CRIMINAL HI	STORY (cont.)				
	ARREST DATE	150000000000	AGENCY / LOCATION / COL	JRT NAME	000000000000000000000000000000000000000	OR ARREST	/ VIOLATION CODE	
3	N/A	N/A			N/A			
J	DISPOSITION (WHAT WAS THE OUTCO	OME OF THE	CASE: Were you sentenced	d? Did you have to pay	a fine? Pr	obation? Pa	role? Etc.)	
	ARREST DATE	ARRESTING .	AGENCY / LOCATION / COL	JRT NAME	REASON F	OR ARREST	/ VIOLATION CODE	
4	N/A	N/A			N/A			
4	DISPOSITION (WHAT WAS THE OUTCO	OME OF THE	CASE: Were you sentenced	d? Did you have to pay	a fine? Pr	obation? Pa	role? Etc.)	
	ARREST DATE	ARRESTING	AGENCY / LOCATION / COL	JRT NAME		OR ARREST	/ VIOLATION CODE	
_	N/A	N/A			N/A			
5	DISPOSITION (WHAT WAS THE OUTCO	OME OF THE	CASE: Were you sentenced	d? Did you have to pay	a fine? Pr	obation? Pa	role? Etc.)	
		PRI	OR REGULATED C	ANNABIS EMP	LOYER	S		
	NESS NAME	CITY / STATE		PHONE	STAI	RT DATE	END DATE	
	OK, Inc. dba La Corona llness	San Fr	ancisco, CA	(415)926-59	82 2/	15/2015	Present	
N	I/A	N/A		N/A	N/	'A	N/A	
			STATEMENT	OF PERJURY				
	CLARE UNDER THE PENALTY OF PERJUR	RY, UNDER T			IE FOREGO	ING IS TRUE	AND CORRECT TO THE BEST OF MY	
INO	APPLICANT SIGNATURE	Ī	JOB TITLE (POSITIO	ON ON THE APPLICATION	ON)		DATE	
	Jose Pedio		Community Outreach Director					
•	3EE138366A4240D CRIMINA	L BACKG	DOLLNID & CDEDI					
			ROUND & CREDIT	HISTORYINV	ESTIGA	TION RE	LEASE	
То	Whom It May Concern:		ROUND & CREDI	HISTORYINV	ESTIGA	TION RE	ELEASE	
I ar of inf ob	alectes of each to	mmercial Ca her agents ne purpose	innabis Business in the , employee or lawful i of conducting a crimin	City of Marina. I de representative(s) to al background chec	esire and take m k to verif	request the y photogra y that I me	e City Manager, or Chief of Poli oph and fingerprints or use the the qualifications required	
I an of inf ob Sta	Whom It May Concern: m an applicant/employee of a Cor the City of Marina, and/or his/ ormation in this application for the tain a Commercial Cannabis Busir	mmercial Ca her agents ne purpose ness Permit	nnabis Business in the , employee or lawful of of conducting a crimina to operate or to be en r deemed necessary to	City of Marina. I de representative(s) to al background chec nployed with such l provide to the State	esire and take m k to verif ousiness a	request the y photogra y that I me as required ornia Depal	e City Manager, or Chief of Poli oph and fingerprints or use the eet the qualifications required I by the City Municipal Code ar tment of Justice and the Feder	
l ai of inf ob Sta I ai Bu I ui the ma	Whom It May Concern: m an applicant/employee of a Cor the City of Marina, and/or his/ ormation in this application for the tain a Commercial Cannabis Busin the Law. gree to provide any information re	mmercial Ca her agents ne purpose ness Permit equested o r law enforc se any reco s, or lawfull fingerprint	ennabis Business in the properties of conducting a criminate or to be endeduced in the comparate or to be endeduced of arrests to which I have delegated representates or forwarding them to	City of Marina. I de representative(s) to al background chec apployed with such la provide to the State party consultant authors, harmless from to the appropriate	esire and of take mile to verifications and of Californized best that real any actic law enfo	request the y photogray y that I me as required ornia Depai by the City esulted in co on(s) or dai rcement ag	e City Manager, or Chief of Poli- iph and fingerprints or use the et the qualifications required by the City Municipal Code ar thment of Justice and the Feder Manager or Chief of Police. ponviction. I further agree to ho mages whatsoever or at all whice gency for a record check and/	
I ai of inf ob Sta I ai Bu I ui the ma ob Em	Whom It May Concern: m an applicant/employee of a Cor the City of Marina, and/or his/ ormation in this application for th tain a Commercial Cannabis Busin ate Law. gree to provide any information re reau of Investigation, or any other understand this will serve to disclose the City of Marina its officers, agents ary result from the taking of such taining access to any other docu	mmercial Ca her agents ne purpose ness Permit equested or r law enforce se any recoi se, or lawfull fingerprint umentation	innabis Business in the properties of conducting a criminato operate or to be endeduced by the conducting a criminato operate or to be endeduced by the conduction of the cond	City of Marina. I de representative(s) to al background chech ployed with such la provide to the State party consultant aurave been the subjectives, harmless from to the appropriate eting the qualificat	esire and of take mile to take mile to verification of calification of the call that read any acticular enfocion for a	request the y photogra y that I me as required ornia Depai by the City esulted in con(s) or dai reement ai Commercents, employ	e City Manager, or Chief of Police of the qualifications required by the City Municipal Code artment of Justice and the Feder Manager or Chief of Police. Donviction. I further agree to homages whatsoever or at all whice gency for a record check and/ial Cannabis Business Permit	
I an of inf ob Sta I an Bu I un the ma ob Em Fun ob By an	Whom It May Concern: m an applicant/employee of a Cor the City of Marina, and/or his/ ormation in this application for th tain a Commercial Cannabis Busin ate Law. gree to provide any information re reau of Investigation, or any other nderstand this will serve to disclose to City of Marina its officers, agents ary result from the taking of such taining access to any other docu- inployee Permit.	mmercial Ca her agents ne purpose ness Permit equested or r law enforce se any recons s, or lawfull- fingerprint jumentation City Mana dit report ar and agree t	innabis Business in the properties of conducting a criminato operate or to be endeduced by the compart of the c	City of Marina. I de representative(s) to al background chech ployed with such la provide to the State party consultant au have been the subjectives, harmless from to the appropriate eting the qualificat the City and/or his elated information ponditions and terms	esire and of take milk to verificusiness of Califor thorized been any actic law enforion for a softher agerpertainings of this as	request the y photogray that I me as required or the City esulted in con(s) or dail commercement approximate, employ g to me.	e City Manager, or Chief of Policeph and fingerprints or use the the qualifications required by the City Municipal Code and the Feder Manager or Chief of Police. Conviction. I further agree to homages whatsoever or at all white gency for a record check and/ial Cannabis Business Permit also understand that falsifying a laso understand that falsifying part of the police.	
I an of inf obox State I an the man obox Em Fundo By and Man	Whom It May Concern: m an applicant/employee of a Corthe City of Marina, and/or his/ormation in this application for the tain a Commercial Cannabis Busing te Law. gree to provide any information receased of Investigation, or any other anderstand this will serve to disclose the City of Marina its officers, agents by result from the taking of such taining access to any other documents of the comployee Permit. Thermore, I hereby authorize the tain and review my consumer creating any information on the comployee of the complex	mmercial Ca her agents ne purpose ness Permit equested or r law enforce se any recons s, or lawfull- fingerprint jumentation City Mana dit report ar and agree t	innabis Business in the properties of conducting a criminato operate or to be endeduced by the compart of the c	City of Marina. I de representative(s) to al background chech ployed with such I provide to the State party consultant authors from the appropriate eting the qualificate the City and/or his elated information produitions and terms redenial of a permit	esire and of take milk to verificusiness of Califor thorized been any actic law enforion for a softher agerpertainings of this as	request the y photogray that I me as required or the City esulted in con(s) or dail commercement approximate, employ g to me.	e City Manager, or Chief of Policeph and fingerprints or use the the qualifications required by the City Municipal Code and the Feder Manager or Chief of Police. Conviction. I further agree to homages whatsoever or at all white gency for a record check and/ial Cannabis Business Permit also understand that falsifying a laso understand that falsifying part of the police.	



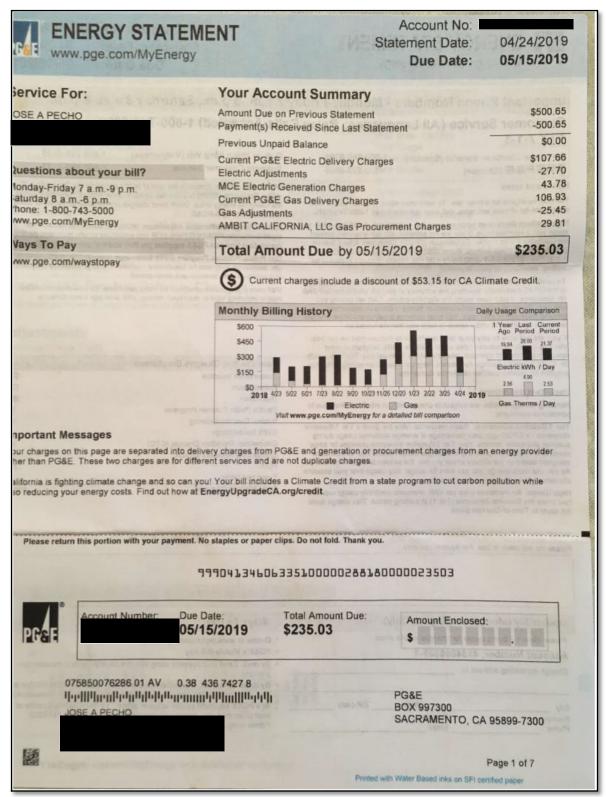




Driver's License



Proof of Current Address



Resume



Jose Pecho

Community Outreach Director



Overview

Jose Pecho is a US Army Veteran and was stationed at Fort Ord in 1977 - 1979.

He brings extensive joint venture capital experience with expertise in cannabis real estate acquisitions, operations, management, dispositions, as well as debt placement for investment grade and income producing cannabis commercial real estate.

Cannabis Relevant Skills and Knowledge

Chief Real Estate Officer: Shryne Group, Inc. (formerly Northstar Equities, Inc.)

Responsible for identifying compliant cannabis commercial real estate opportunities across the state for the company's diverse needs. Jose's experience in understanding of local and state regulations and the essential role that real estate plays, whether identified properties are used for cultivation, manufacturing, distribution or for retail sales, allows the company to move quickly on opportunities and to work with stakeholders for the greatest social and economic impact.

Community Outreach Director - La Corona Wellness and Authentic 415

Jose is a part owner of La Corona Wellness and Authentic 415 Cannabis retail brands in San Francisco. Jose serves as the community outreach and government relations officer.

Cannabis Advocacy

As a cannabis advocate, Jose serves on the Cannabis Working Group Committee's for the California Hispanic Chamber of Commerce and the CalAsian Chamber of Commerce, helping stakeholders statewide understand and create programs and business opportunities under "Social Equity" initiatives.

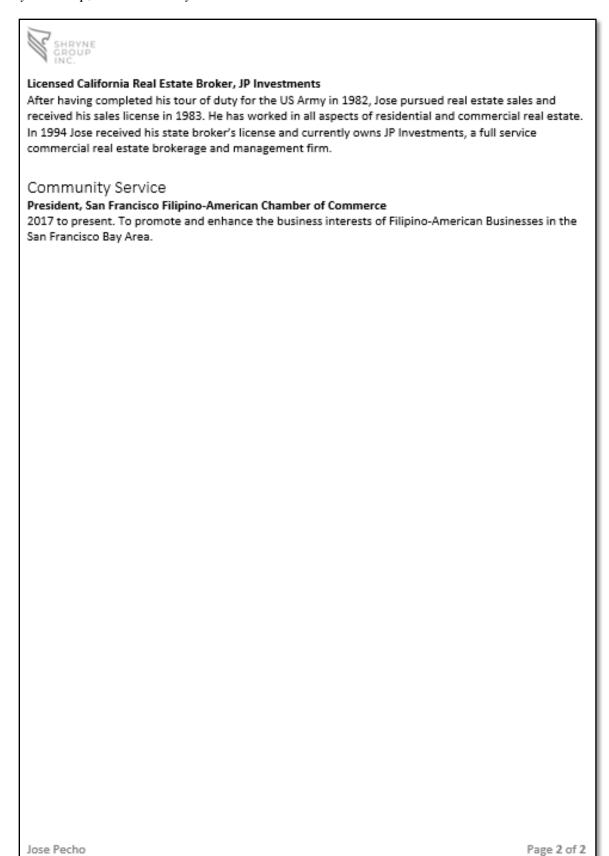
Jose is passionate about helping others. He volunteers as a community advocate across the state and has done so for the past 28 years for the underserved communities of color, the LGBTQ, Disabled Veterans, Senjors, Youth and others on a host of various issues, including social justice, economic and political empowerment. He has a unique perspective interweaving the company's corporate and social responsibility toward a holistic approach for inclusive diversity and growth for the greatest and beneficial impact for all stakeholders in the ever growing cannabis industry.

Jose has had several brain injuries stemming from the removal of a sizeable brain tumor. He benefitted from the use of cannabis and CBD replacing very strong prescribed seizure and pain medications allowing normalcy in his day to day life.

US Army, Sargent E-5

Wheeled Vehicle Mechanic, 1977 – 1983. Served in Fort Ord, 7th Infantry Division and Europe and stationed in Frankfurt Germany for the 3rd Armored Division.

Jose Pecho Page 1 of 2



Jose Pecho

Shryne Group, Inc. dba Stiiizy

CITY REQUESTED DOCUMENTS

Limitations on City's Liability and Certifications, Assurances and Warranties
Financial Responsibility, Indemnity and Consent to Inspection
Terms

TABLE OF CONTENTS

Limitations on City's Liability and Certifications, Assurances and Warranties	3
Brian Mitchell	3
Jose Pecho	5
Financial Responsibility, Indemnity and Consent to Inspection Terms	7

LIMITATIONS ON CITY'S LIABILITY AND CERTIFICATIONS, ASSURANCES AND WARRANTIES

Brian Mitchell

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

(Must be completed by all applicants)

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

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

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

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

c. AGREEMENT TO INDEMNIFY CITY OF MARINA

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

d. CERTIFICATION OF LIVE SCAN/BACKGROUND CHECK

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

Limitations on City's Liability

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.

7	Brian Mitchell CEO
Applicant Signature	Printed Name and Title
5/20/19 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.

	California					
City of	_ ORAN					
				e on this <u>20</u> proved to me on		, 20_19, by evidence to be
the pers	on(s) who ap	peared befo	re me.			
(Seal)	Signature	J.K	5		****	
			Contract of the Contract of th	J. KEARNE	<u>~ 1</u>	

NOTARY PUBLIC • CALIFORNIA DALAMEDA COUNTY
My Commission Expires
DECEMBER 14, 2021

Limitations on City's Liability

Jose Pecho

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

(Must be completed by all applicants)

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

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

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

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

c. AGREEMENT TO INDEMNIFY CITY OF MARINA

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

d. CERTIFICATION OF LIVE SCAN/BACKGROUND CHECK

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

Limitations on City's Liability

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.

City Ordinance Section 15.02.020 and an	Community
Clar	JOSE A. PECHO, OUTRIACH DIRECTOR
Applicant Signature	Printed Name and Title
May 29,2019	
Date	

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

State of California
City of Montare

Subscribed and sworn to (or affirmed) before me on this 28 day of May 2019 by

1050 Asrs Pecho Sr - proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal) Signature REVIN JOSEPH BECKMAN

Notary Public - California

Monterey County
Commission # 2215535
Comm Expires Oct 16, 2021

Limitations on City's Liability

FINANCIAL RESPONSIBILITY, INDEMNITY AND CONSENT TO INSPECTION TERMS

DocuSign Envelope ID: 5FD274A5-D54A-4EE7-80CC-A5A688FBC773

CITY OF MARINA

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

Dated: JUNE 5 , 2019

I hereby agree to the following terms:

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

Indemnification Agreement

DocuSign Envelope ID: 5FD274A5-D54A-4EE7-80CC-A5A688FBC773

- The City will promptly notify the Applicants and Owner of any such claim, action, or proceeding that is or may be subject to this Agreement. The City may, within its unlimited discretion, participate in the defense of any such claim, action, or proceeding.
- 6. In the event that any claim, action, or proceeding as described above is filed against the City, I shall within 30 days of the filing make an additional deposit of \$5,000 to the City to cover the costs or expenses involved in City defense. If during the litigation process, actual costs or expenses incurred reach 80% of the amount on deposit, I shall deposit additional funds sufficient to bring the balance up to the amount of \$5,000.
- 7. The City shall have the absolute right to approve any and all counsel employed to defend the City. To the extent the City uses any of its resources to respond to such claim, action or proceeding, or to assist the defense, I will reimburse the City for those costs. Such resources include, but are not limited to, staff time, court costs, City Counsel's time, or any other direct or indirect cost associated with responding to, or assisting in defense of, the claim, action or proceedings.
- 8. I consent and expressly allow, authorize, and permit the City, all its departments, agents, and employees (collectively, "City"), to enter upon and inspect the subject property identified herein, with or without prior notice, for the purposes of inspecting, photographing, and/or processing this application and to inspect for compliance with all laws, regulations, and conditions placed on land use approvals or the permit. No additional permission or consent to enter upon the property is necessary or shall be required. By signing this application I further certify and warrant I am authorized to, and hereby do, consent and allow such inspections on my behalf and on the behalf of each and all Owners of the property and Applicants.
- 9. I understand that all materials submitted in connection with my application are public record subject to inspection and copying by members of the public. By filing an application, I agree that the public may inspect and copy these materials and the information contained therein, and that some or all of the materials may be posted on the City's website. For any materials that may be subject to copyright protection, or which may be subject to sections 5500.1 and 5536.4 of the California Business and Professions Code, by submitting such materials to the City I represent that I have the authority to grant, and hereby grant, the City permission to make the materials available to the public for inspection and copying, whether in hardcopy or electronic format.
- 10. This Agreement shall constitute a separate agreement from any permit approval, and that if the permit, in part or in whole, is revoked, invalidated, rendered null or set aside by a court of competent jurisdiction, I agree to be bound by the terms of this Agreement, which shall survive such invalidation, nullification or setting aside.
- 11. This Agreement shall be construed and enforced in accordance with the laws of the State of California and in any legal action or other proceeding brought by either party to enforce or interpret this Agreement; the appropriate venue is the Monterey County Superior Court.

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

Applicant(s)/Owner(s):	
JOSE PECHO	8
Printed Name	Signature Docustigned by:
Brian Mitchell	Brian Mitchell
Printed Name	Signature
Property Owner(s): (if different) PAYMWS CARDINALE Printed Name	Aly Cerdinale
RAYMOND CARDINALE	Signature Signature
Printed Name	Signat 6 e
Printed Name Printed Name Printed Name	Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/15/2019

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(les) must have ADDITIONAL INSURED provisions or be endorsed.

Express Service Insurance 2085 Van Ness Avenue San Francisco, CA 94109		(415)440-5136	FAX. No 1: (41)	5)440- 5139		
		INSURER(S) AFFORDINGCOVERAGE		NAIC #		
License #: 0G83954			: Kinsale Insurance Compnav			
no	INSURER B	Progressive West Inst	rance Company	11770		
TIC	INSURER C	500 G	- 10 · 10 · 10 · 10 · 10 · 10 · 10 · 10			
	INSURER D		1907			
	INSURER E	29		382.0		
	INSURER F					
COVERAGES CERTIFICATE NUMBER: 00000000-0			-0 REVISION NUMBER: 1			
G ANY REQUIREMENT, TERM OF OR MAY PERTAIN, THE INSURAN	R CONDITION OF ANY CONTI ICE AFFORDED BY THE POLI	RACT OR OTHER DOCUMENT CIES DESCRIBED HEREIN IS	T WITH RESPECT TO W	HICH THIS		
IADDLISUBRI	I POI	ICY EFF POLICY EXP				
FOO	Avenue CA 94109 3954 nc 4603 CERTIFICATE NUMBER POLICIES OF INSURANCE LISTE G ANY REQUIREMENT, TERM OF SUCH POLICIES. LIMITS SHO	AVENUE CA 94109 3954 INSURER A: INSURER B: INSURER C: INSURER D INSURER C: INSURER D INSURER E: INSURER F: CERTIFICATE NUMBER: 0000000-0 POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUE G ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTE OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDU	Avenue CA 94109 3954 INSURER A: Kinsale Insurance C INSURER B: Progressive West Insurance C INSURER C: INSURER	AVENUE AVENUE CA 94109 3954 INSURER A: Kinsale Insurance Company INSURER C: INSURER B: Progressive West Insurance Company INSURER C: INSURER B: INSURER B: INSURER C: INSURER B: INSURER C: INSURER B: INSURER C: INSURER C		

COMMERCIAL GENERAL LIABILITY 10/17/2018 | 10/17/2019 | EACH OCCURRENCE

DAMAGE TO RENTED

DREMISES (Ea COURTENCE) X 0100075135-0 1,000,000 CLAIMS-MADE X OCCUR 100,000 \$ **Excluded** S MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 GENERAL AGGREGATE X POLICY PRO-2,000,000 PRODUCTS - COMP/OP AGG \$ \$ OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY 07632377-0 05/10/2018 05/10/2019 5 1,000,000 ANY AUTO **BODILY (NJURY (Per person)** \$ OWNED SCHEDULED AUTOS NON-OWNED AUTOS ONLY **BODILY INJURY (Per accident)** AUTOS ONLY HIRED PROPERTY DAMAGE (Per accident) \$ AUTOS ONLY \$ UMBRELLA LIAB **EACH OCCURRENCE OCCUR** S EXCESS LIAB CLAIMS-MADE AGGREGATE S DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PER ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE S If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT | \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) **CERTIFICATE HOLDER** CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

> (LAK) @ 1988-2015 ACORD CORPORATION. All lights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/15/2019

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(les) must have ADDITIONAL INSURED provisions or be endorsed.

Express Service Insurance 2085 Van Ness Avenue San Francisco, CA 94109		(415)440-5136	FAX. No 1: (41)	5)440- 5139		
		INSURER(S) AFFORDINGCOVERAGE		NAIC #		
License #: 0G83954			: Kinsale Insurance Compnav			
no	INSURER B	Progressive West Inst	rance Company	11770		
TIC	INSURER C	500 G	- 10 · 10 · 10 · 10 · 10 · 10 · 10 · 10			
	INSURER D		1907			
	INSURER E	29		382.0		
	INSURER F					
COVERAGES CERTIFICATE NUMBER: 00000000-0			REVISION NUMBER: 1			
G ANY REQUIREMENT, TERM OF OR MAY PERTAIN, THE INSURAN	R CONDITION OF ANY CONTI ICE AFFORDED BY THE POLI	RACT OR OTHER DOCUMENT CIES DESCRIBED HEREIN IS	T WITH RESPECT TO W	HICH THIS		
IADDLISUBRI	I POI	ICY EFF POLICY EXP				
FOO	Avenue CA 94109 3954 nc 4603 CERTIFICATE NUMBER POLICIES OF INSURANCE LISTE G ANY REQUIREMENT, TERM OF SUCH POLICIES. LIMITS SHO	AVENUE CA 94109 3954 INSURER A: INSURER B: INSURER C: INSURER D INSURER C: INSURER D INSURER E: INSURER F: CERTIFICATE NUMBER: 0000000-0 POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUE G ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTE OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDU	Avenue CA 94109 3954 INSURER A: Kinsale Insurance C INSURER B: Progressive West Insurance C INSURER C: INSURER	AVENUE AVENUE CA 94109 3954 INSURER A: Kinsale Insurance Company INSURER C: INSURER B: Progressive West Insurance Company INSURER C: INSURER B: INSURER B: INSURER C: INSURER B: INSURER C: INSURER B: INSURER C: INSURER C		

COMMERCIAL GENERAL LIABILITY 10/17/2018 | 10/17/2019 | EACH OCCURRENCE

DAMAGE TO RENTED

DREMISES (Ea COURTENCE) X 0100075135-0 1,000,000 CLAIMS-MADE X OCCUR 100,000 \$ **Excluded** S MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 GENERAL AGGREGATE X POLICY PRO-2,000,000 PRODUCTS - COMP/OP AGG \$ \$ OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY 07632377-0 05/10/2018 05/10/2019 5 1,000,000 ANY AUTO **BODILY (NJURY (Per person)** \$ OWNED SCHEDULED AUTOS NON-OWNED AUTOS ONLY **BODILY INJURY (Per accident)** AUTOS ONLY HIRED PROPERTY DAMAGE (Per accident) \$ AUTOS ONLY \$ UMBRELLA LIAB **EACH OCCURRENCE OCCUR** S EXCESS LIAB CLAIMS-MADE AGGREGATE S DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PER ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE S If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT | \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) **CERTIFICATE HOLDER** CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

> (LAK) @ 1988-2015 ACORD CORPORATION. All lights reserved.

EXHIBIT 1

ARTICLES OF INCORPORATION OF A GENERAL STOCK CORPORATION

These Articles of Incorporation of a General Stock Corporation are submitted for filing for the purpose of creating and incorporating a general stock corporation pursuant to the applicable provisions of the General Corporation Law of California.

Article 1: Corporate Name

The name of the corporation is Shryne Group, Inc. (the "Corporation").

FILED W Secretary of State State of California

MAR 2 2 2019 //

IPC

Article 2: Corporate Purpose

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

Article 3: Service of Process

The name and address of the initial agent for service of process of the Corporation is Brian Mitchell, 1545 S Harbor Blvd #53 Fullerton, CA 92832.

Article 4: Corporate Address

The initial street address of the Corporation is 1545 S Harbor Blvd #53 Fullerton, CA 92832.

Article 5: Authorized Shares

The Corporation is authorized to issue only one class of common shares. The total number of common shares the Corporation is authorized to issue is 50,000,000 shares.

Article 6: Director Liability

The liability of the directors of the Corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

Article 7: Indemnification of Agents

The Corporation is authorized to indemnify its agents (as defined in Section 317 of the California Corporations Code (the "Code") for breach of duty to the Corporation and its shareholders, in excess of the indemnification expressly permitted by Section 317 of the Code, subject to the exceptions for limitation of liability set forth in Section 204 of the Code, the prohibitions on indemnification set forth in Section 317 of the Code, and other applicable prohibitions and exceptions set forth in the Code.

4255627

Article 8: Effective Date

These Articles of Incorporation become effective when they are filed by the Secretary of State of California.

IN WITNESS WHEREOF, the incorporator has signed these Articles of Incorporation this 22nd day of March, 2019:

Signature of Incorporator

Jonathan Avidor, Esq.

ACTION BY WRITTEN CONSENT IN LIEU OF THE ORGANIZATIONAL MEETING OF THE BOARD OF DIRECTORS OF SHRYNE GROUP, INC.

The undersigned, constituting the all of the members of the Board of Directors of Shryne Group, Inc. a California corporation (the "Company"), pursuant to Section 307(8)(b) of the California General Corporation Law and the Bylaws of the Company, hereby adopts the following resolutions by unanimous written consent, effective as of March 23, 2019:

1. <u>Certificate of Incorporation</u>.

RESOLVED, that the Certificate of Incorporation of the Company filed with the California Secretary of State on March 22, 2019 be, and it hereby is, ratified and affirmed.

2. Adoption of Bylaws; Board Size.

RESOLVED, that the Bylaws attached hereto as <u>Exhibit A</u> be, and the same hereby are, adopted as the Bylaws of and for the Company;

RESOLVED FURTHER, that the Secretary of the Company be, and he hereby is, authorized and directed to execute a Certificate of Adoption of the Bylaws, to insert the Bylaws as so certified in the Company's Minute Book and to see that a copy of the Bylaws, similarly certified, is kept at the Company's principal office, as required by law; and

RESOLVED FURTHER, that pursuant to Section 3.1 of Article III of the Bylaws of the Company, the Board of Directors shall consist of three (3) members. The initial member shall be Brian Mitchell and the remaining seats shall remain vacant until such directors are duly elected and qualified.

3. Election of Officers.

RESOLVED, that the following persons be, and he hereby are, appointed as officers of the Company, to serve until the annual meeting or until their successors are duly appointed and have qualified:

Chief Executive Officer & President: Brian Mitchell

Secretary: Brian Mitchell

Treasurer: Brian Mitchell

4. <u>Designation of Depository</u>.

RESOLVED, that the Chief Executive Officer and the Chief Financial Officer of the Company shall be, and hereby are, authorized:

- (a) To designate one or more banks or similar financial institutions as depositories of the funds of the Company;
- (b) To open, maintain and close general and special accounts with any such depositories;
- (c) To cause to be deposited, from time to time, in such accounts with any such depository, such funds of the Company as such officers deem necessary or advisable, and to designate or change the designation of the officer or officers or agent or agents of the Company authorized to make such deposits and to endorse checks, drafts and other instruments for deposit;
- (d) To designate, change or revoke, the designation, from time to time, of the officer or officers or agent or agents of the Company authorized to sign or countersign checks, drafts or other orders for the payment of money issued in the name of the Company against any funds deposited in any of such accounts;
- (e) To authorize the use of facsimile signatures for the signing or countersigning of checks, drafts or other orders for the payment of money, and to enter into such agreements as banks and similar financial institutions customarily require as a condition for permitting the use of facsimile signatures;
- (f) To make such general and special rules and regulations with respect to such accounts as they may deem necessary or advisable and to complete, execute and certify any customary printed blank signature card forms in order to exercise conveniently the authority granted by this resolution; any resolutions printed on such cards are deemed adopted as a part of this resolution;

RESOLVED FURTHER, that all form resolutions required by any such depository be, and they hereby are, adopted in such form used by such depository, and that the Secretary be, and she hereby is, authorized to certify such resolutions as having been adopted and that the Secretary be, and she hereby is, directed to insert a copy of any such form resolutions in the Minute Book; and

RESOLVED FURTHER, that any such depository to which a certified copy of these resolutions has been delivered by the Secretary of the Company be, and it hereby is, authorized and entitled to rely upon such resolutions for all purposes until it shall have received written notice of the revocation or amendment of these resolutions adopted by the Board of Directors of the Company.

5. Fiscal Year.

RESOLVED, that the fiscal year of the Company shall end each year on the 31st day of the month of December.

6. <u>Principal Office</u>.

RESOLVED, that the principal executive office of the Company shall initially be at:

575 Anton Blvd., Suite 800, Costa Mesa, CA 92656

7. Ratification of Actions.

RESOLVED, that the prior acts made on behalf of the Company by the sole incorporator be, and the same hereby are, ratified and approved as acts of the Company.

8. Management Powers.

RESOLVED, that the officers of the Company be, and they hereby are, authorized to sign and execute in the name and on behalf of the Company all applications, contracts, leases and other deeds and documents or instruments in writing of whatsoever nature as may be required in the ordinary course of business of the Company and as may be necessary to secure for operation of the corporate affairs, governmental permits and licenses for, and incidental to, the lawful operation of the business of the Company, and to do such acts and things as such officers deem necessary or advisable to fulfill such legal requirements as are applicable to the Company and its business.

RESOLVED FURTHER, that the proper Officers and Directors of the Company be, and each of them hereby is, authorized and directed, for and on behalf of the Company, to take such further action and execute such documents as each may deem necessary or appropriate to carry out the purposes of the above resolutions.

9. Incorporation Expenses.

RESOLVED, that the officers of the Company be, and they hereby are, authorized and directed to pay the expenses relating to the incorporation and organization of this Company.

10. Omnibus Resolutions.

RESOLVED, that the officers of the Company are, and each of them hereby is, authorized and empowered to take any and all such further action, to execute and deliver any and all such further agreements, instruments, documents and certificates and to pay such expenses, in the name and on behalf of the Company or such officer, as any such officer may deem necessary or advisable to effectuate the purposes and intent of the resolutions hereby adopted,

the taking of such actions, the execution and delivery of such agreements, instruments, documents and certificates and the payment of such expenses by any such officer to be conclusive evidence of his or her authorization hereunder and the approval thereof; and

RESOLVED FURTHER, that any and all actions taken by the officers of the Company to carry out the purposes and intent of the foregoing resolutions prior to their adoption are approved, ratified and confirmed.

IN WITNESS WHEREOF, the undersigned has executed this Action by Written Consent as of the date set forth above.

Directors:

Brian Mitchell

EXHIBIT 2