

Commercial Cannabis Business – Retail Application [SGI Marina LLC dba Stiiizy]

**CONTACT INFORMATION:** 

BRIAN MITCHELL (415)336-0374

brian@shrynegroup.com

Submitted November 2019





November 10, 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. Through obtaining both Medical and Adult-Use licenses, we feel that we can better serve the entire Marina community; through our community outreach program we would aim to reach new cannabis customers, since we feel there is a large untapped market of locals that have not been educated on the wide-range of benefits of cannabis. If we are able to serve both patients and recreational users, we can ensure optimal sale numbers, community togetherness, and longevity in the City, with beneficial tax dollars serving much needed City programs.

SGI Marina, LLC is a partnership formed between Shryne Group, Inc. and Elemental Beachside Inc. It is a partnership forged by two groups that are both 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. Throughout this application we highlight our capabilities and dedication to industry best practices and legal compliance with local and state regulating bodies. We also outline a robust staffing and community benefits plan, as well as our attention to mitigating any hardship or nuisance to our neighbors.

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.

Commercial Cannabis Business – Retail, Adult-Use and Medicinal *SGI Marina, LLC,. dba Stiiizy* 

With much appreciation,

Brian Mitchell

CEO

Jose Pecho Community Outreach Director

Joseph LoMonaco General Manager Daniel Fried General Manager

Harmony D'Angelo Community Outreach Manager Amado Magistrado Community Outreach Assistant Manager



# 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**

DISI LINSA			WITH AFFEICATION	
APPLICANT (BUSINESS) LEGAL	NAME:	LC.		
DBA: Stiiizy				
Proposed Address/Location: 3	L70 Del Monte Blvd,	Marina, CA 93	933	
Assessor's Parcel Number (APN				
PRIMARY CONTACT:  CEO, Owner  Title:	tchell			
Address:				
Phone:		Email:		
24-Hour Contact Information:				
PROPERTY OWNER NAME: Ray	/mond н. Cardinale			
Address:				
Phone:		Email:	oes not have one	
Commercial Cannabis Busines category, indicate whether you type of license you are applying	are applying for Adult of for per the State's licer Adult-Use and Medicinal Storefron Retailer Type:	-Use ("A") or Me nse types. <sup>t</sup> □ Testing Lab □ Distribution	dicinal ("M"), and, when  (A/M)  (A/M)	applicable, which
For details about the information Marina Municipal Code Chapter 2 can be found online at:				

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.

Brian Mitchell

Name:		·····
Title: CEO, Owner		
Home Address:		
Phone:	DecuSigned by:	
Signature:	Brian Mitchell	Date: 6/6/2019
	DC22789F41784BA	
application and th	at the information contained herein is tracept the Safety and Security Plan and contained; may number(s) which can be redacted, may	ersonal knowledge of the information stated in this rue. I also understand that the information provided in ertain confidential information such as Driver's License by be public information and subject to disclosure under
Name: Jose Pec	ho	
Title: Community	Outreach Director	
Home Address:		
Phone:	DocuSigned by:	
Signature:	3EE138366A4240D	Date: 6/6/2019
application and the this application, examples and Social Security the California Publication.  Name: N/A  Title: N/A	at the information contained herein is tracept the Safety and Security Plan and configuration and configuration which can be redacted, may ic Records Act.	ersonal knowledge of the information stated in this rue. I also understand that the information provided in ertain confidential information such as Driver's License by be public information and subject to disclosure under
Home Address: N/A	/A	
Phone: N/A		N/A
Signature: N/A		Date: N/A

and Social Security number(s) which can be redacted, may be public information and subject to disclosure under the California Public Records Act. Title: Home Address: Phone: \_\_\_\_\_\_Date: <u>5//3//9</u> Signature: Under penalty of perjury, I acknowledge that I have personal knowledge of the information stated in this application and that the information contained herein is true. I also understand that the information provided in this application, except the Safety and Security Plan and certain confidential information such as Driver's License and Social Security number(s) which can be redacted, may be public information and subject to disclosure under the California Public Records Act. Name: Title: Home Address: Phone: Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Under penalty of perjury, I acknowledge that I have personal knowledge of the information stated in this application and that the information contained herein is true. I also understand that the information provided in this application, except the Safety and Security Plan and certain confidential information such as Driver's License and Social Security number(s) which can be redacted, may be public information and subject to disclosure under the California Public Records Act. Home Address: Signature: Date: \_\_\_\_\_

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

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:

DANIEL FRIED

Title: MANAGING MEMBER	
Home Address:	
Phone:	
Signature:	Date: <u>5-21-19</u>
application and that the information contained herei this application, except the Safety and Security Plan	ave personal knowledge of the information stated in this n is true. I also understand that the information provided in and certain confidential information such as Driver's License d, may be public information and subject to disclosure under
Name:	
Title:	
Home Address:	
Phone:	
Under penalty of perjury, I acknowledge that I has application and that the information contained hereithis application, except the Safety and Security Plan and Social Security number(s) which can be redacted	
Under penalty of perjury, I acknowledge that I has application and that the information contained hereithis application, except the Safety and Security Plan and Social Security number(s) which can be redacted the California Public Records Act.	Date:  ave personal knowledge of the information stated in this n is true. I also understand that the information provided in and certain confidential information such as Driver's License
Under penalty of perjury, I acknowledge that I has application and that the information contained hereisthis application, except the Safety and Security Plan and Social Security number(s) which can be redacted the California Public Records Act.  Name:	Date:  ave personal knowledge of the information stated in this n is true. I also understand that the information provided in and certain confidential information such as Driver's License
Under penalty of perjury, I acknowledge that I has application and that the information contained hereisthis application, except the Safety and Security Plan and Social Security number(s) which can be redacted the California Public Records Act.  Name:  Title:	Date:
Signature:  Under penalty of perjury, I acknowledge that I had application and that the information contained hereithis application, except the Safety and Security Plan	Date:

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

Name: Harmony D'Angelo

Title:	Member/ owner
Home Address	:
Phone:	
Signature:	Than O'Agelo Date: 05/30/19
application and this application and Social Sec	of perjury, I acknowledge that I have personal knowledge of the information stated in this d that the information contained herein is true. I also understand that the information provided in n, except the Safety and Security Plan and certain confidential information such as Driver's License urity number(s) which can be redacted, may be public information and subject to disclosure under Public Records Act.
Name:	
Title:	
Home Address	:
	Date:
Signature: Under penalty application and this application	of perjury, I acknowledge that I have personal knowledge of the information stated in this distance that the information contained herein is true. I also understand that the information provided in n, except the Safety and Security Plan and certain confidential information such as Driver's License
Signature: Under penalty application and this application	of perjury, I acknowledge that I have personal knowledge of the information stated in this d that the information contained herein is true. I also understand that the information provided in n, except the Safety and Security Plan and certain confidential information such as Driver's License urity number(s) which can be redacted, may be public information and subject to disclosure under
Under penalty application and this application and Social Sective California I	of perjury, I acknowledge that I have personal knowledge of the information stated in this d that the information contained herein is true. I also understand that the information provided in n, except the Safety and Security Plan and certain confidential information such as Driver's License urity number(s) which can be redacted, may be public information and subject to disclosure under
Under penalty application and Social Secthe California I	of perjury, I acknowledge that I have personal knowledge of the information stated in this d that the information contained herein is true. I also understand that the information provided in n, except the Safety and Security Plan and certain confidential information such as Driver's License urity number(s) which can be redacted, may be public information and subject to disclosure under
Under penalty application and Social Secthe California I	of perjury, I acknowledge that I have personal knowledge of the information stated in this d that the information contained herein is true. I also understand that the information provided in n, except the Safety and Security Plan and certain confidential information such as Driver's License urity number(s) which can be redacted, may be public information and subject to disclosure under Public Records Act.

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

Amado Ferdinand Magistrado

	Amado Ferdinand Magistr	-auo	
Title:	Owner		
Home Address:			
Phone:			
Signature:		Date:	05-28-2019
application and that the this application, except	ury, I acknowledge that I have per e information contained herein is tru the Safety and Security Plan and cer nber(s) which can be redacted, may b cords Act.	e. I also understand that rtain confidential informa	the information provided in tion such as Driver's License
Name:			
Title:			
Home Address:			
Phone:			
Signature:		Date:	
-			
application and that the this application, except	ury, I acknowledge that I have per e information contained herein is tru the Safety and Security Plan and cer nber(s) which can be redacted, may b cords Act.	e. I also understand that rtain confidential informa	the information provided in tion such as Driver's License
application and that the this application, except and Social Security num the California Public Rec	e information contained herein is tru the Safety and Security Plan and cen nber(s) which can be redacted, may b	e. I also understand that rtain confidential informa	the information provided in tion such as Driver's License
application and that the this application, except and Social Security num the California Public Rec	e information contained herein is tru the Safety and Security Plan and cen nber(s) which can be redacted, may b	e. I also understand that rtain confidential informa	the information provided in tion such as Driver's License
application and that the this application, except and Social Security num the California Public Reconstruction Name:	e information contained herein is tru the Safety and Security Plan and cen nber(s) which can be redacted, may b cords Act.	e. I also understand that rtain confidential informa	the information provided in tion such as Driver's License
application and that the this application, except and Social Security num the California Public Reconstruction   Name:  Title:	e information contained herein is tru the Safety and Security Plan and cen ber(s) which can be redacted, may b cords Act.	e. I also understand that rtain confidential informa	the information provided in tion such as Driver's License

#### **ADDITIONAL INFORMATION**

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 fo 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)
oxtimes Yes (include the letter in your application) $oxtimes$ 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.

List whether the applicant(s) has other licenses and/or permits issued to and/or revoked from the applicant in the

#### APPLICATION SUBMITTAL CHECKLIST

A complete application will consist of the following items:

- ☐ Property Owner Consent (page 5 of the CCB Application) possible as our Community Outreach
- Application filing fee(s)
- □ Limitations on City's Liability waiver
- 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

## Commercial Cannabis Business – Retail, Adult-Use and Medicinal *SGI Marina, LLC. dba Stiiizy*

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.

Elemental Beachside Inc. does not own or have any control of any cannabis licenses, nor has it had any such ownership or control since its formation. Elemental Beachside Inc, has not had any permits revoked.

The current owner Joseph LoMonaco of Elemental Beachside Inc., and resulting General Manager of SGI Marina, LLC, has control over the below attached licenses for EWC esources, Inc. in the City of San Jose. Mr. LoMonaco is not personally an owner of these licenses; instead he has control as the company's Chief Executive Officer.

Microbusiness License C12-18-0000188-TEMP

Manufacturing License CDPH-T00002327

The below license with the City of San Jose does not have a license number to reference. It is active and has been in good standing since issuance in 2010.





# NOTICE OF COMPLETED REGISTRATION MEDICAL & NON-MEDICAL CANNABIS

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

EWC RESOURCES, INC.
DBA "ELEMENTAL WELLNESS CENTER"

985 TIMOTHY DR., SAN JOSE, CA 95133

Effective Date: DECEMBER 15, 2018

Expiration Date: DECEMBER 14, 2019

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

\* Retail

Delivery

\* Distribution

\* Cultivation

\* Manufacturing:

\* Mechanical Extraction

\* Packaging

Leland Wilcox, Chief of Staff Office of the City Manager

# TABLE OF CONTENTS

#### TAB 1: PROPOSED LOCATION

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

Cita Diana

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

Joseph LoMonaco, Owner

Daniel Fried. Owner

Harmony D'Angelo, Owner

Amado Magistrado, Owner

#### 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

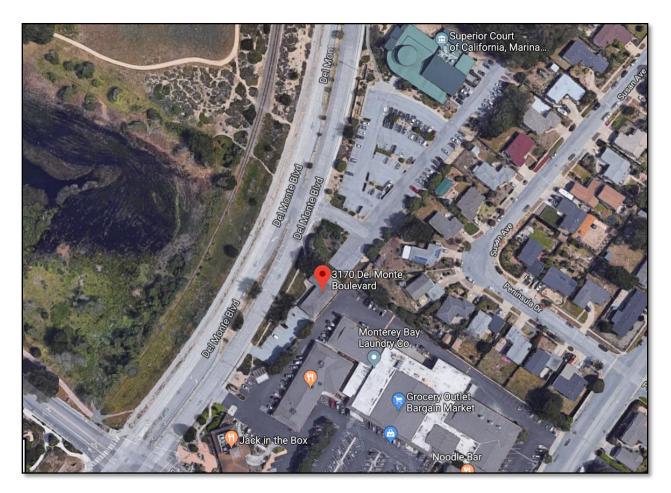
### TABLE OF CONTENTS

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

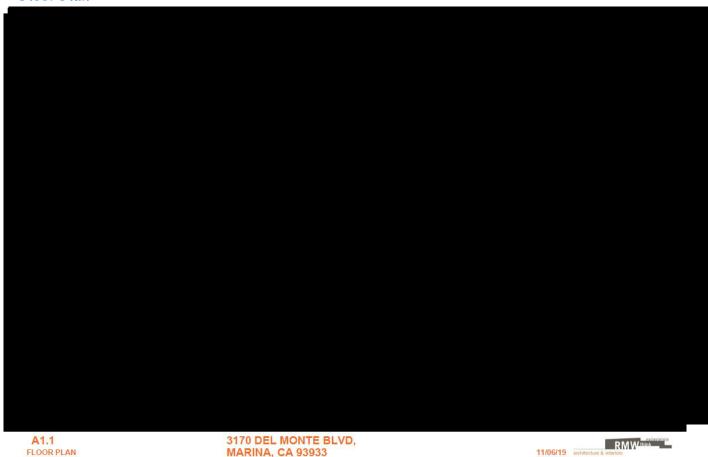
#### PROPOSED LOCATION

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.



#### Floor Plan



### 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:
	<ul> <li>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</li> <li>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.</li> <li>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.</li> </ul>
	Property Owner Signature: Date: 5/25/19

	10
	out cope t
CALIFORNIA ALL-PURPOSE ACKNOW!	LEDGMENT CIVIL CODE § 1
	ATTEMPORED TO ESCAPE TOWN DECISION OF THE PERSON OF THE PE
A notary public or other officer completing this document to which this certificate is attached, an	certificate verifies only the identity of the Individual who signed the ad not the truthfulness, accuracy, or validity of that document.
State of California	1
County of Manterey	)
0	V. 1. 10 to 12 happy
On May 28, 2019 before me,	Here Insert Name and Title of the Officer
personally appeared Pa	want Cardinal
personally appeared	Name(s) of Signer(s)
subscribed to the within instrument and ac	I certify under PENALTY OF PERJURY under the la of the State of California that the foregoing paragra
subscribed to the within instrument and ac his/her/their authorized capacity(les), and the	cknowledged to me that he/she/they executed the same at by his/her/their signature(s) on the instrument the person n(s) acted, executed the instrument.  I certify under PENALTY OF PERJURY under the la
subscribed to the within instrument and achis/her/their authorized capacity(les), and the or the entity upon behalf of which the person the entity upon behalf of which the person hater. Public Public Value hater, Public Colorada Management	cknowledged to me that he/she/they executed the same at by his/her/their signature(s) on the instrument the person n(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.
subscribed to the within instrument and achis/her/their authorized capacity(les), and the or the entity upon behalf of which the person the entity upon behalf of which the person hater. Public Public Value hater, Public Colorada Management	cknowledged to me that he/she/they executed the same at by his/her/their signature(s) on the instrument the person in(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.
subscribed to the within instrument and achis/her/their authorized capacity(les), and the or the entity upon behalf of which the person the entity upon behalf of which the person hater. Public Public Value hater, Public Colorada Management	cknowledged to me that he/she/they executed the same at by his/her/their signature(s) on the instrument the person n(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
subscribed to the within instrument and achis/her/their authorized capacity(les), and the or the entity upon behalf of which the person the entity upon behalf of which the person hater. Public Public Value hater, Public Colorada Management	cknowledged to me that he/she/they executed the same at by his/her/their signature(s) on the instrument the person n(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
subscribed to the within instrument and achis/her/their authorized capacity(les), and the or the entity upon behalf of which the person the entity upon behalf of which the person hater. Public Public Value hater, Public Colorada Management	cknowledged to me that he/she/they executed the same at by his/her/their signature(s) on the instrument the person n(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
subscribed to the within instrument and achis/her/their authorized capacity(les), and the or the entity upon behalf of which the person the entity upon behalf of which the person hater. Public Public Value hater, Public Colorada Management	cknowledged to me that he/she/they executed the same at by his/her/their signature(s) on the instrument the person n(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
subscribed to the within instrument and achis/her/their authorized capacity(les), and the or the entity upon behalf of which the person the entity upon behalf of which the person to the entity upon behalf of which the person to the entity upon behalf of which the person to the control of th	cknowledged to me that he/she/they executed the same at by his/her/their signature(s) on the instrument the person n(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
subscribed to the within instrument and achis/her/their authorized capacity(les), and the or the entity upon behalf of which the person the entity upon behalf of which the person which the person which the person which is considered. Though this section is optional, completing fraudulent resitachment of	cknowledged to me that he/she/they executed the same at by his/her/their signature(s) on the instrument the person n(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
Place Notary Seal Above  Though this section is optional, completing fraudulent restachment of Description of Attached Document.	cknowledged to me that he/she/they executed the same at by his/her/their signature(s) on the instrument the personn(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  of this information can deter alteration of the document or of this form to an unintended document.
Place Notary Seal Above  Though this section is optional, completing fraudulent reattachment of Description of Attached Document Title or Type of Document: Prepare of Document: Prepare of Description of Pages:Signer(s) Other	cknowledged to me that he/she/they executed the same at by his/her/their signature(s) on the instrument the person n(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 Signature of Notary Public  OPTIONAL  of this information can deter alteration of the document or of this form to an unintended document.  Certified Document Date: \$\frac{128}{19}\$  Than Named Above:
Place Notary Seal Above  Though this section is optional, completing fraudulent reattachment of Description of Attached Document Title or Type of Document: Property owners Number of Pages: Signer(s) Other Capacity(ies) Claimed by Signer(s)	cknowledged to me that he/she/they executed the same at by his/her/their signature(s) on the instrument the person n(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  of this information can deter alteration of the document or of this form to an unintended document.  Certifical accomment Date: 5/28/19  Then Named Above:
Place Notary Seal Above  Though this section is optional, completing fraudulent reattachment of Description of Attached Document Title or Type of Document: Preparty owners Number of Pages: Signer(s) Other Capacity(ies) Claimed by Signer(s)  Signer's Name: Corporate Officer — Title(s):	cknowledged to me that he/she/they executed the same at by his/her/their signature(s) on the instrument the person n(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  This information can deter alteration of the document or of this form to an unintended document.  Certifical accordance of Notary Public Than Named Above:  Signary's Name:  Corporate Officer — Title(s):
Place Notary Seal Above  Though this section is optional, completing fraudulent reattachment of Description of Attached Document Title or Type of Document: Property own.  Number of Pages:	cknowledged to me that he/she/they executed the same at by his/her/their signature(s) on the instrument the personn(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  Othis information can deter alteration of the document or of this form to an unintended document.  Certifical Document Date: 5/28/19  Than Named Above:  Signer's Name:  Corporate Officer — Title(s):  Partner — Ulmited Ceneral Individual Attorney in Fact
Place Notary Seal Above  Though this section is optional, completing fraudulent reattachment of Description of Attached Document Title or Type of Document: Preparty owners Number of Pages: Signer(s) Other Capacity(ies) Claimed by Signer(s)  Signer's Name: Corporate Officer — Title(s):	cknowledged to me that he/she/they executed the same at by his/her/their signature(s) on the instrument the personn(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  Othis information can deter alteration of the document or of this form to an unintended document.  Certifical Document Date: 5/28/19  Than Named Above:  Signer's Name:  Corporate Officer — Title(s):  Partner — Ulmited General  Individual Attorney in Fact
Place Notary Seal Above  Though this section is optional, completing fraudulent reattachment of Description of Attached Document Title or Type of Document: Property own.  Number of Pages:	cknowledged to me that he/she/they executed the same at by his/her/their signature(s) on the instrument the personn(s) acted, 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  OPTIONAL  I this information can deter alteration of the document or of this form to an unintended document.  Certifical Document Date: \$\frac{128}{9}\frac{19}{9}\$  Then Named Above:  Signer's Name:  Corporate Officer — Title(s):  Partner — Climited Climited Conservator  Cother:  Guardian or Conservator

#### 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:

(f)

### CANNABIS ZONING VERIFICATION LETTER

City of Marin	а	City of Marina 211 HILLCREST AVENUE MARINA, CA 93933 831-884-1278; FAX 831-384-9148 www.cityofmarina.org				
CANN	IABIS Z	ONIN	IG VERIFICATION LETTER 2019-07			
Applicant:	Northstar Equities, Inc. 032-055-017-000					
APN:						
Situs Address:	3170	.70 Del Monte Boulevard Marina, CA 93933				
Property Owner:	Raymond H Cardinale					
Proposed Land Use:	×	Adult Cannabis Dispensary				
	×	Medical Cannabis Dispensary				
Zoning District:			Airport District (AP-2/3)			
375-11.100.D-11.11.11.11.11.11.11.11.11.11.11.11.11.			Business Park (BP)			
		9	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	Indoor Cultivation			
Zoning District:			Airport District (AP-2/3)			
5			Business Park (BP)			
			Business Park Small Lot Combining District (BP/P)			
			Transitional Zoning District (T-B-5)			
Proposed Land Use:		Mixe	Mixed 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)			

roposed Land Use:		Distribution	
Zoning District:			Airport District (AP-2/3)
100 All (740 All (1740 All			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
roposed Land Use:		Manufacturing	
Zoning District:			Airport District (AP-2/3)
			Business Park (BP)
			Business Park Small Lot Combining District (BP/P)
			Retail Business District (C-1)
			General Commercial (C-2)
			Planned Commercial (PC)
			Transitional Zoning District (T-B-5)
roposed Land Use:		Testi	ng
Zoning District:			Airport District (AP-2/3)
40.0703-0313 (1994-1973-1973-1073-1073-1073-1073-1073-1073-1073-10			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)

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.
- 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.

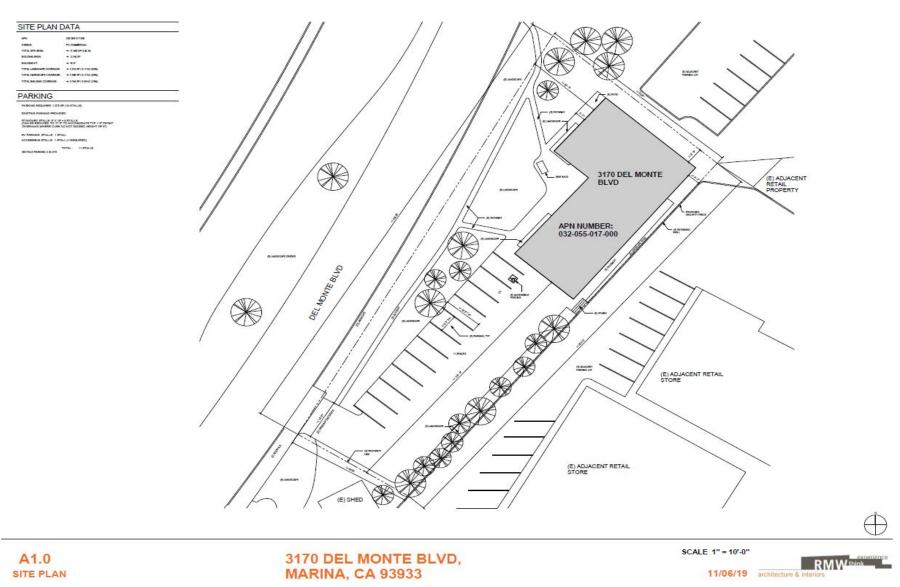
Issued by: Alec Barton, Assistant Planner AB Date: May 15, 2019

Enclosures: Site Distance Map

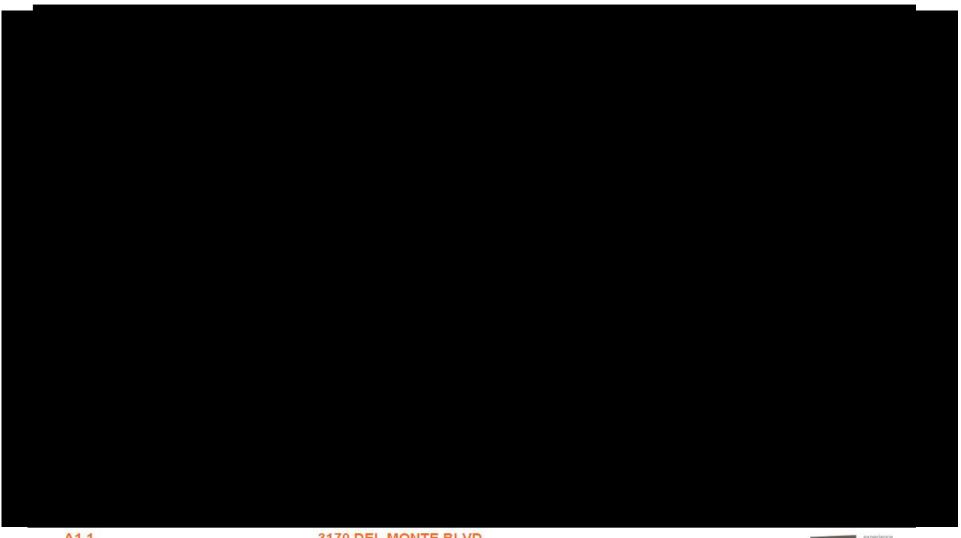


# Regulatory Safety Permit Application SGI 740 Palm, LLC dba Stiiizy

### SITE PLAN



#### FLOOR PLAN



SGI Marina, LLC, 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

# Commercial Cannabis Business – Retail, Adult-Use and Medicinal *SGI Marina, LLC, dba Stiiizy*

### TABLE OF CONTENTS

Business Plan	
Introduction	3
Our Experience	4
Locations	6
Owners / Operators	
Cannabis Business Licenses	
Day-to-Day Operations	
Conform to Local and State Law	
Inventory Tracking and Monitoring	38
Schedule	39
Budget	41
Sources and Uses of Capital	42
Proof of Capitalization	44
Pro Forma	46
Sales Projections	48
Market Study	48
Appendix	51

Commercial Cannabis Business – Retail, Adult-Use and Medicinal *SGI Marina, LLC, dba Stiiizy* 

#### **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.

Shryne Group, Inc. was given the opportunity to continue the competitive process in hopes of being granted permission to operate a retail store in the City of Marina. A partnership with another vertically integrated operator that has an excellent track record and reputation is an obvious advantage to combine two powerhouse teams of business executives and operators to build and run a successful, profitable retail store. A partnership that will directly benefit the community of Marina because both groups bring the necessary experience, knowledge, expertise, funding, and commitment to the community that the residents will quickly see for themselves. Our mission, values, and vision remain the same, and are enhanced by our partnership with Elemental Beachside Inc., dba *Elemental Wellness*.

#### 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.

Commercial Cannabis Business – Retail, Adult-Use and Medicinal *SGI Marina, LLC, dba Stiiizy* 

• *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 ever-evolving industry, and it is because of this focus, that we have 5-star ratings on both Weedmaps and Google reviews.

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

*Joseph LoMonaco* is a seasoned hotelier that has successfully run the Elemental Wellness San Jose Microbusiness for the past few years, maintaining consistent annual revenue of \$15 Million. He has a knack for taking otherwise flailing hotels and turning them around 180 degrees to success.

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

*Harmony D'Angelo*, is a Monterey County resident, Marina business owner, and horticulture specialist, and has contributed to the Marina community along with her husband for the past 14 years. She has dealt with over a decade of customers, inventory, sales, and the ups and downs of business as regulations have changed and affected markets.

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

### The Elemental Wellness principles offer:

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

#### Locations

#### **Elemental Wellness**

# **AWARDS & RECOGNITION**

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

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

- SAN JOSE, CA
- "Elemental Wellness Center"
- 1566 S. 7<sup>th</sup> Street
  - o Temporary Cultivation/Manufacturing License # CDPH-T 00002327
- 985 Timothy Drive
  - o Microbusiness Temporary License # C12-18-0000188-TEMP
    - Cultivation
    - Manufacturing
    - Delivery
    - Nursery
    - Retail
    - Distribution

Elemental Wellness Center operates from two facilities in San Jose.

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

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

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

In addition to our experience operating successful cannabis retail operations, we have sufficient funding to capitalize the Marina facility for at least our first year of operations.

## PREMIER CALIFORNIA DISPENSARY

#### Elemental Wellness Center Overview

**Location:** San Jose, CA **Founded:** 2009

Members: 45,000
Revenue \$17.0 million

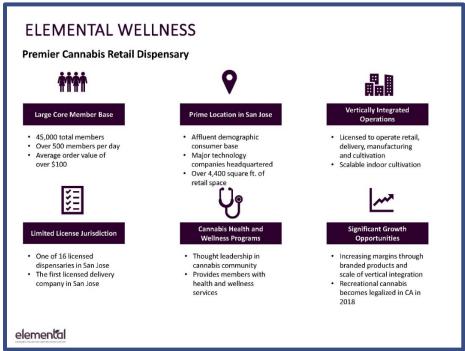
#### **Key Highlights**

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

## elemental







#### Shryne Group, Inc.

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, indoor cultivation, and retail 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. The retail portion of the facility is 8,000 SF of the 70,000 SF facility. The remaining square footage of the property is used for cultivation, manufacturing, distribution, and office spaces. The Stiiizy DTLA location opened at the end of August 2019 and has appeared in many articles and maintains high reviews on Google and Weedmaps.

*San Francisco:* Operating in San Francisco since mid-2018, Stiiizy Mission (formerly known as 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.

*Davis:* Recently opened on Olive Dr. just off the highway, Stiiizy Davis is our northern-most retail location.

*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 ranked #1 is currently in the CUP process. Images to the architecture concept can be found in Appendix B.

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.

*Riverside Wellness & La Corona Wellness:* These cannabis dispensaries are obtaining licenses and permits from the State and County. 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.

# Owners / Operators

## Shryne Group, Inc.

#### 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.

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.

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.

### **Elemental Wellness**

## Joseph LoMonaco – General Manager

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

Joe has helped direct Elemental's loyal following in San Jose, and has increased member per day transactions from 240 per day to an average 475 per day. Elemental is registered with the City of

San Jose and the State of California to legally cultivate, manufacture, and dispense medicinal and recreational cannabis in a very tightly regulated environment.

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

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

#### Retail:

- Sets direction and team expectations for the Retail Operations teams. Coordinates and communicates operational, retail, and merchandise functions.
- Develops and executes plans to maximize capacity and sales at peak times, and delivers a seamless experience by providing fast and efficient guest circulation throughout the retail space.
- Executes plan to drive labor productivity while delivering best-in-class customer service.
- Responsible for monitoring inventory levels to keep "out-of-stocks" to minimum.
- Oversees staff selection and training, and is constantly instilling best cannabis industry practices into the daily functionality of the operations.

#### Financial:

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

#### Store Manager-on-Duty (MOD):

- Deliver a high level of consumer engagement and meet sales goals while maintaining and elevating brand reputation.
- MOD is responsible for overall satisfaction, safety and security of all customers and employees.

- MOD is also responsible for ensuring adequate staffing to meet the needs of the business; this includes adjusting schedules to ensure appropriate coverage within budget and monitoring employee performance.
- MOD monitors guest volume and flow throughout the facility and ensures a maximized guest experience; this includes making critical decisions about line management; parking lot operations; and redeployment of staff to manage business peaks and valleys.
- MOD monitors employees to ensure excellent customer service.

## Daniel Fried - General Manager

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

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

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

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

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

#### Harmony D'Angelo- Community Outreach Manager

Harmony D'Angelo is a local Monterey County resident, a Marina business owner, and an integral part of the Elemental Wellness team at 3170 Del Monte Blvd. She brings her depth of knowledge and experience running a Marina based horticulture business to the Stiiizy team. Her knowledge of the local market, connections to neighboring business owners, city representatives,

and community involvement, are all imperative assets that will ensure a smooth and beneficial transition of Stiiizy into the minds and hearts of the Marina family.

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

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

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

When Proposition 64 passed, regulating the Medicinal and Adult use of Cannabis, Monterey County banned outdoor cultivation. For the first time in over 10 years, her family business took a huge hit as sales dropped by over 50 percent. Struggling to make ends meet, Harmony and a handful of like-minded individuals founded *The Big Sur Farmers Association*, a volunteer based Mutual Benefit Non-Profit advocating for more inclusive local cannabis policies and pathways to compliance.

Monterey Bay Horticulture Supply store is the first Hydroponics and Organics specialty grow store in the area, with one of the largest inventories. Harmony has many responsibilities as a partner running the store. She has been the Assistant Manager overseeing Special Orders, Drop

Shipping, Payroll and Accounting for approximately 10 years. She is dedicated to a personal, one on one customer service and consulting approach, getting to know each client and their particular needs. She handles point of sale system management, updating the inventory database, running reports and overall business regulatory compliance. She is intimately familiar with the challenges that come along with running a retail operation, such as staffing, inventory, quality control, and customer service. She currently handles the roll out of over 8,000 items in the store's inventory, with additional products added frequently. She understands the market and the competition cannabis businesses face with gaining a hold of their niche market, contracting with product suppliers, price control, and distribution.

## Amado Magistrado – Community Outreach Assistant Manager

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

## 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	

Elemental Beachside Inc. does not own or have any control of any cannabis licenses, nor has it had any such ownership or control since its formation. Elemental Beachside Inc, has not had any permits/licenses revoked.

The current owner Joseph LoMonaco of Elemental Beachside Inc., and resulting General Manager of SGI Marina, LLC, has control over the below licenses for EWC Resources, Inc. in the City of San Jose. Mr. LoMonaco is not personally an owner of these licenses; instead he has control as the company's Chief Executive Officer.

Microbusiness License C12-18-0000188-TEMP

Manufacturing License CDPH-T00002327

## **DAY-TO-DAY OPERATIONS**

*Hours of Operation:* Stiiizy will be open for business Monday through Sunday from 9 a.m. to 10 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.





Page 19 of 58



#### **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.





*Temperature:* The temperature of the dispensary floor is to be kept between 65 to 69 degrees Fahrenheit. Refrigeration will be maintained at 41 degrees Fahrenheit which will be provided in the inventory room for cannabis products that are intended for human consumption. The humidity within the inventory room will be kept at 55%. This is monitored by the thermostat within the inventory room and on the dispensary floor.





*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	<b>~</b>	~	<b>&gt;</b>
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			<b>✓</b>
JULY 1, 2018			
Category I Residual Solvents and Processing Chemicals Testing		~	<b>~</b>
Category II Residual Pesticides Testing	~	~	~
Foreign Material Testing	~	~	~
DECEMBER 31, 2018			
Terpenoids Testing	<b>~</b>	~	<b>~</b>
Mycotoxins Testing	~	~	~
Heavy Metals Testing	~	~	~
Water Activity Testing of Solid or Semi-Solid Edibles	~		<b>~</b>
Bureau of Cannabis Control 1625 North Market Boulevard, Suite Sacramento, CA 95834 (800) 952-5210		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.





## 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

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.

#### Customers



## 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

Pursuant to MMC Chapter 19.02.100(D) loitering on the premises is prohibited. Any persons found to be in violation of this statement will be required to vacate. More on Chapter 19.02.100 can be found in the Neighborhood Compatibility section.





# Delivery Service Operation









## 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



### 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 Treez.

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.



Page 40 of 58

# BUDGET

REAL ESTATE AND ADMINISTRATIVE EXPENSES	TO	TALS
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	TOT	ΓALS
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	TO	TALS
Reserve for Contingencies	\$	94,500.00
Security Cameras	\$	25,000.00
Other	\$	15,000.00
Totals	\$	134,500.00

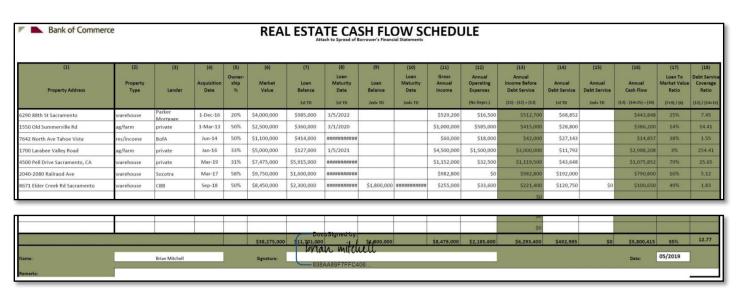
ESTIMATE TOTALS FOR INITIAL INVESTMENT	\$1,044,280.00
--	----------------

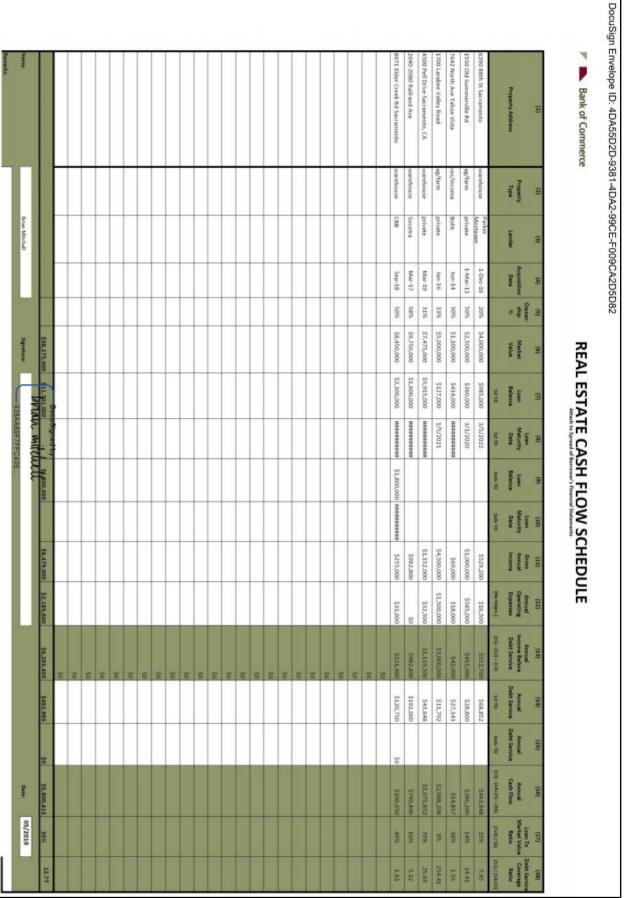
## SOURCES AND USES OF CAPITAL

Initial Investments				
LINE ITEM	<b>AMOUNT</b>			
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.

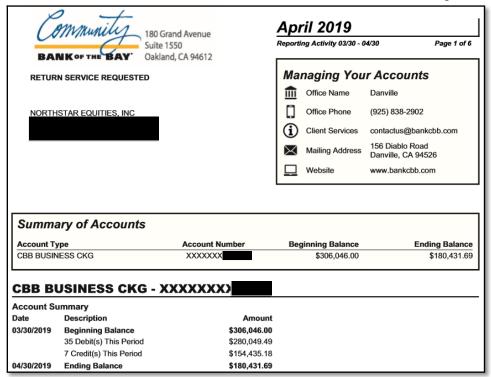
Here is a zoomed in view of the document stating the Real Estate Cash Flow. Please see the following page for the official page.

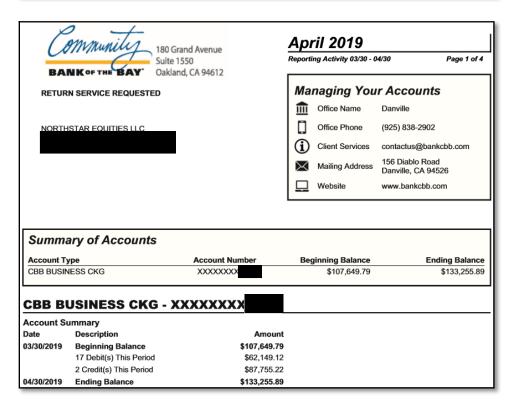


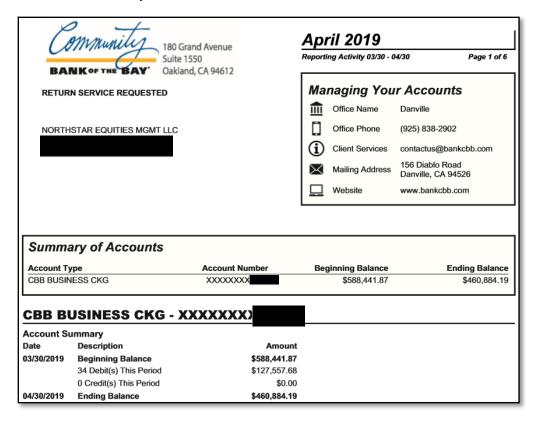


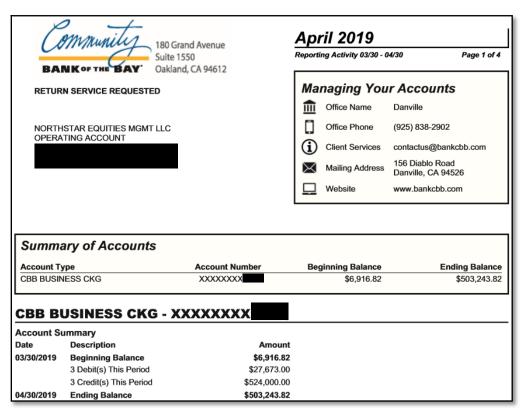
## PROOF OF CAPITALIZATION

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.







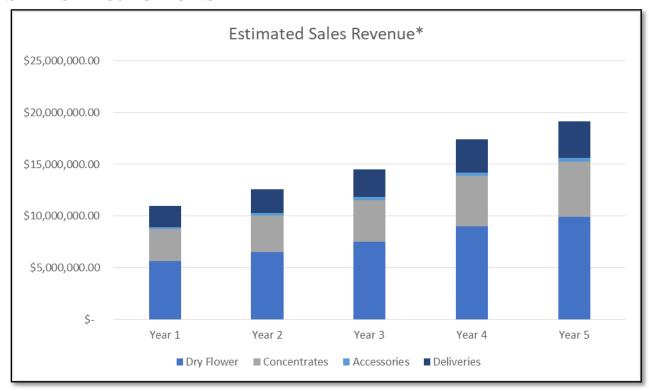


# PRO FORMA

TROTORIVIA							
STIIIZY 3 YEAR PRO-FORMA							
REVENUES	Year 1	Year 2	Year 3	1st Year Only 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			
	1 +,,	4-1,000	1 4 - 2 , 2 . 2 , 2 . 2 . 2	,			
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			
ODED ATING EVDENCES	Voor 1	Voor 2	Voor 2	Day Day			
OPERATING EXPENSES	Year 1	Year 2	Year 3	Per Day			
Advertising and Promotion	\$ 180,000.00	\$ 289,918.89	\$ 333,406.73	\$ 500.00			
Advertising and Promotion Automobile/Transportation				·			
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	\$ 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 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			
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	\$ 289,918.89 \$ 31,574.94 \$ 143,806.65 \$ 215,709.97 \$ 57,000.00 \$ 81,933.60 \$ 12,504.93	\$ 333,406.73 \$ 36,311.18 \$ 165,377.65 \$ 248,066.47 \$ 57,000.00 \$ 94,223.64 \$ 14,380.66	\$ 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	\$ 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 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	\$ 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	\$ 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	\$ 500.00 \$ 54.45 \$ 248.01 \$ 372.02 \$ 158.33 \$ 197.91 \$ 21.57 \$ 29.65 \$ 51.22			
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	\$ 180,000.00 \$ 19,603.72 \$ 89,284.27 \$ 133,926.41 \$ 57,000.00 <b>\$ 71,246.61</b> \$ 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 <b>\$ 197.91</b> \$ 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 \$ 3,595.17	\$ 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 <b>\$ 71,246.61</b> \$ 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 <b>\$ 197.91</b> \$ 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 <b>\$ 197.91</b> \$ 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
	· · · · · · · · · · · · · · · · · · ·	•	•	·
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.

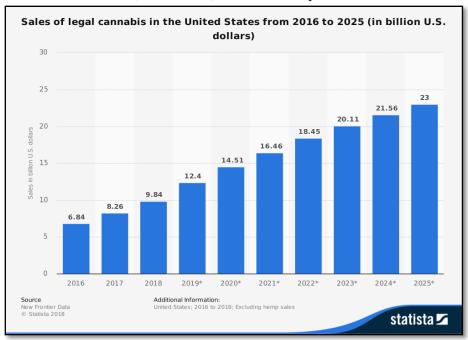
#### Target Market

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

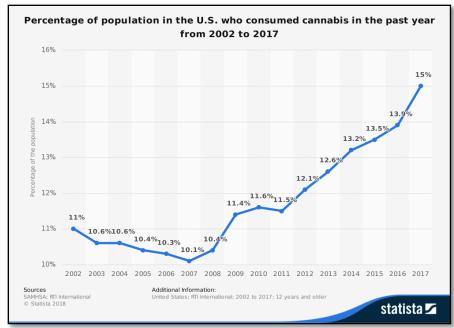
As one can see in the following chart, sales for cannabis and cannabis products (other than hemp) are expected to increase by roughly 20% each year. It will only increase as more and more

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.



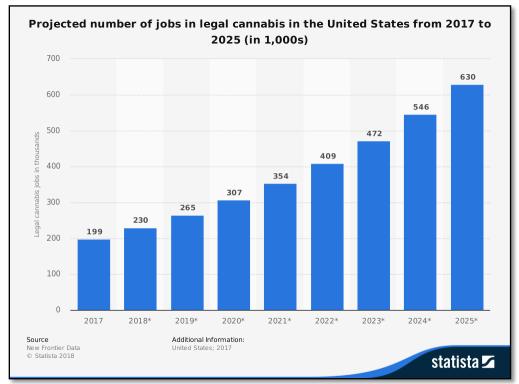
#### Consumption Trends

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.

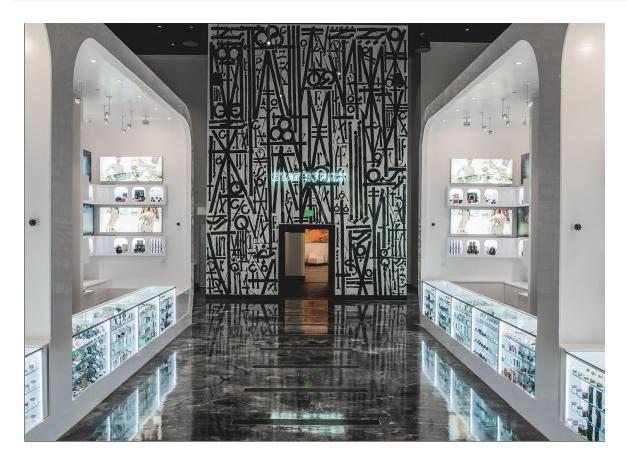


# **APPENDIX**

# Appendix A: Ironworks Collective dba Stiiizy

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







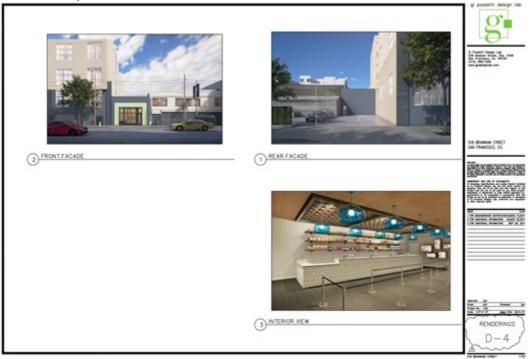
# Appendix B: Authentic 707

160 East N Street, Benicia, CA dba Authentic 707



# Appendix C: Authentic 415

518 Brannan Street, San Francisco dba Authentic 415

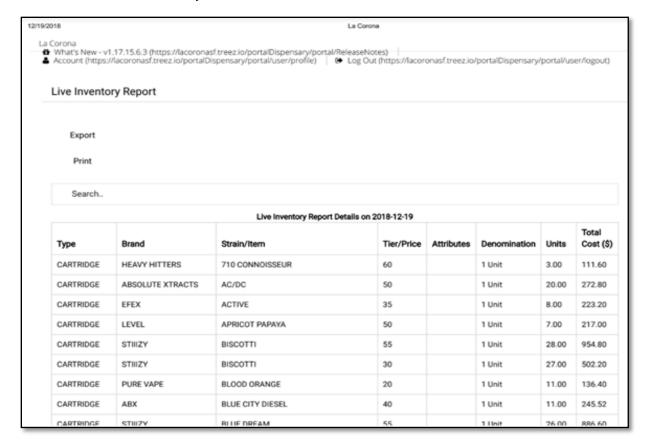


# Appendix D: Treez.io

Treez on La Corona Wellness Website



Example of Inventory Record



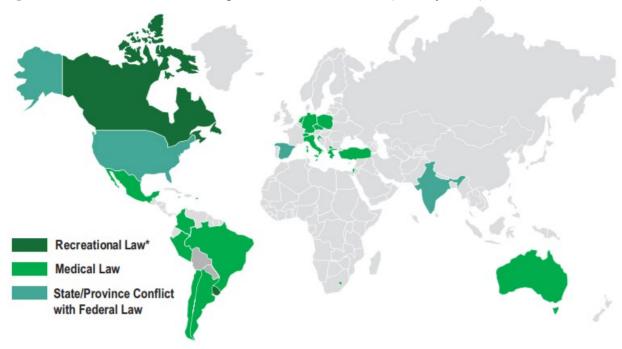
#### **Example of Customer Receipt**



## 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)

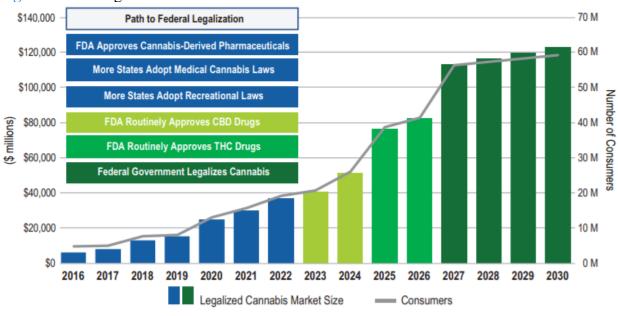


<sup>\*</sup>Canada currently has a medical law. Assumes Canada enacts a proposed recreational law in mid-2018.



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.

## Appendix F: Additional Evidence of Industry Experience and Recognition



This technology will not be utilized at the SGI Marina retail store at this time. If we decide to implement smart displays and independent product handling, we will ensure our procedures and packaging comply with all City and State regulations to ensure the safety and security of all cannabis dispensed at our location.

## New Technology Disrupts the Retail Cannabis Industry The Peak Beyond's interactive smart displays educate and guide buyers at Southern California's new "smart" dispensary.

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

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

The Peak Beyond's technology frees customers from long lines, allowing them to roam the store and handle products. The smart display responds to the shopper's actions, providing real-time, in-depth product information about any item sold at the dispensary. This smart-store revolutionizes the cannabis shopping experience, sparking what could become a major retail technology trend. "I designed my entire store around The Peak Beyond displays because the concept is smart, novel, and intuitive," said Daniel Fried, general manager of 805 Beach Breaks. "I know this technology is the future of retail." "The cannabis industry has shown itself to be a source of innovation, and The Peak Beyond is bringing pioneering technology to everyday shopping." said Jeff LaPenna, CEO of The Peak Beyond. "We are changing the way consumers interact with products, thereby changing the nature of shopping. The cannabis industry is a perfect proving ground for our technology, and this approach to retail could provide value to a host of industries."



## **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.

RODUC			0011	ificate holder in lieu of su	CONTACT	<u>(s).</u>	**************************************	
	Express Service Insurance 2085 Van Ness Avenue	)			NAME:	5)440-5136	FAX (A/C, No ): (415)	140-5139
	San Francisco, CA 941 License #: 0G83954	09		1		NSURER(S) AFFO	RDINGCOVERAGE	NAIC #
	Annual Company of the			INSURER A : Kin	nce Compnay			
NSURE	Shryne Group, Inc				INSURER B Pro	<u>aressive Wes</u>	st Insurance Company	11770
	Baia			ļ	INSURER C:			ļ
	1 31			ł	INSURER D			
	<b>0</b> k <b>l</b> 4603				INSURER E :			-0.
COVE	RAGES CER	TIFIC	CATE	NUMBER: 00000000-0	INSURERF		REVISION NUMBER: 1	-
CER	IS TO CERTIFY THAT THE POLICIES ( CATED. NOTWITHSTANDING ANY REI TIFICATE MAY BE ISSUED OR MAY PE LUSIONS AND CONDITIONS OF SUCH	QUIRE	MEN N, TH	T, TERM OR CONDITION OF E INSURANCE AFFORDED B	ANY CONTRACT ( BY THE POLICIES D BEEN REDUCED B	OR OTHER DOO DESCRIBED HEI Y PAID CLAIMS	CUMENT WITH RESPECT TO WHI REIN IS SUBJECT TO ALL THE TE	CH THIS
ISR TR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS	
A	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR		5	0100075135-0	10/17/2018		EACH OCCURRENCE \$ DAMAGE TO RENTED DREUICES (Ea COURAGE) \$	1,000,000 100,000
-	SEX.IIIIS IIII E A SOCIA				200		MED EXP (Any one person) \$	Excluded
							PERSONAL & ADV INJURY \$	1,000,000
GI	EN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$	2,000,000
X	POLICY PRO-						PRODUCTS - COMP/OP AGG   \$	2,000,000
B AL	OTHER: JTOMOBILE LIABILITY			07632377-0	05/10/2018	3 05/10/2019	COMBINED SINGLE LIMIT (Ea accident)	1,000,000
	ANY AUTO				1 1		BODILY (NJURY (Per person) \$	
	OWNED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY				-3		BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	P-2 119%
	UMBRELLA LIAB OCCUR	-			<del></del>		EACH OCCURRENCE \$	
	EXCESS LIAB CLAIMS-MADE				1 1		AGGREGATE \$	
	DED RETENTION\$		ECON PETA		i	Water and the same of the same	s	
	ORKERS COMPENSATION ID EMPLOYERS' LIABILITY						PER OTH-	
IAN	Y PROPRIETOR/PARTNER/EXECUTIVE FICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT S	
(Ma	andatory in NH) es, describe under						E.L. DISEASE - EA EMPLOYEE S	
	SCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$	
					1 1	1	1	
					1		1	

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Printed by LAK on January 15, 2019 at 12:28PM

© 1988-2015 ACORD CORPORATION. All lights reserved.

SGI Marina, LLC dba Stiiizy

# SECURITY PLAN







SGI Marina, LLC. dba Stiiizy

# SAFETY PLAN

## SGI MARINA, LLC

## **SAFETY & FIRE PREVENTION PLAN**

### MEDICAL AND ADULT-USE STORE FRONT RETAIL DISPENSARY

#### Prepared by:

Michael E Gazsi
Fire Protection Specialist
Innersec
23785 El Toro Rd #172
Lake Forest CA 92630

#### Reviewed by:

Scott Jacobs NICET Level 4
Principal – Code & Fire Life Safety
ISC Electronic Systems, Inc
CA License #635904



This report has been provided for the purpose of outlining facility and occupational safety and fire prevention measures, HVAC, odor control, building code compliance for application approval for dispensary retail use located in MARINA, CA. This report is intended for licensing only and a full review is necessary prior to any building permit, construction, or occupancy can take place.

Sincerely,

Michael E Gazsi

Fire Protection Specialist Innersec

23785 El Toro Rd #172

Lake Forest CA 92630

#### **DISCLAIMER**

This safety plan outlines the fire prevention, fire suppression, HVAC system, and alarm system the facility will have in place, as well as Operating Policy/Procedure (OP) to provide guidance relative to any threat to safety or unforeseen incident. Each person whose area of responsibility is affected by this OP will devise job procedures and/or other appropriate methods for carrying out the instructions contained herein. Local Law Enforcement is available to provide employees with additional guidance.

#### FIRE SAFETY

The facility's fire suppression system is augmented with human procedures and training to assure that employees are prepared for a fire outbreak emergency. In accordance with its safety goals, The Company will be establishing and implementing the following fire prevention and suppression policies for its facility:

**Fire Prevention Standards.** The facility conforms to all local and state building and fire codes and fire suppression regulations. High standards for fire safety will be developed to ensure that the facility has the ability to prevent and mitigate emergencies. Developing these standards will involve:

- 1) Carrying out an assessment to identify possible dangers and risks;
- 2) Thinking about who might be particularly at risk, such as disabled employees;
- 3) Providing a plan for emergencies;
- 4) Conducting a follow-up fire risk assessment and requiring regular periodic review of this assessment by all employees; and
- 5) Keeping records regarding all potential fire related incidents and assessments.

**Electrical Safety.** The Company will minimize workplace electrical hazards by specifying electrical equipment and designing electrical systems as required by the National Electrical Code.

**No Open Flames.** The Company has a strict "no smoking" policy to mitigate the risk of any open flames.

**Minimizing Risks.** To limit the risk of fires, The Company intends to implement the following procedures:

- 1) No storage of combustible materials or liquids;
- 2) Ensure doors, hallways, stairs, and other exits are kept free of obstruction;
- 4) Not rely on extension cords if wiring improvements are needed; and
- 5) Not overload circuits with multiple pieces of equipment.

**Training.** The Company will train all its employees on safety procedures and policies in the event of any fire-related emergency as follows:

- 1) Employees will be made aware of the locations of circuit breakers and boxes; emergency phones; panic buttons; alarms; fire extinguishers; first aid kits, and the appropriate procedures for using these devices;
- 2) Management will periodically test employees on their knowledge of fire safety matters within the Facility;
- All employees are required to participate in fire drills to test their knowledge in practice. Random drills conducted at least twice per year will give employees the opportunity to practice protocols and allow The Company to assess the effectiveness of the training;
- 4) In the case that an employee does not implement emergency procedures properly, the employee will be required to review procedures and attend additional training and drill exercises

**General Evacuation.** All employees will receive instruction on the general evacuation procedures to be followed in case of a fire:

- 1) How and where to assemble;
- 2) Whom to report to; and
- 3) How to evacuate disabled persons.

#### FIRE SECURITY PROCEDURES

The facility will comply with all local fire code requirements. Fire Prevention is a vital aspect of dispensing safely. As part of The Company's commitment to the safety of our employees, we have developed a comprehensive Fire Plan to address how fires will be prevented and managed/contained if they do occur. Knowing that people are our most valuable resources, all employees will be trained and required to conduct themselves with consistent due diligence to prevent fires from occurring.

#### **Procedure**

#### **Recognizing Fire Hazards**

Housekeeping is an essential component of fire safety in our facility. Our facility will have the following policies in place:

- Work areas must be kept as clean as work allows.
- Space should be evaluated for fire hazards
- Unused combustible items, such as unused boxes, paper, and other flammable items must remain clear of workspace.
- Items being stored inside each building should not block access to fire extinguishers or other safety equipment. The Company will equip all buildings with a Fire Extinguisher and Fire Alarm Pull Station.

#### When Fire Is Identified

The Company recognizes that fires can be very dangerous. We will adopt and train to the policy below in regard to our associates. When a fire is discovered, employees should do the following:

First, assist any person in immediate danger to safety, if it can be accomplished without risk to yourself.

Second, activate the building fire alarm system or notify the fire department by dialing 911 (or designating someone else to notify them for you). When you activate the building fire alarm system, some, but not all, will automatically notify the fire department and get help on the way.

Only after having done these two things, if the fire is small, you may attempt to use an extinguisher to put it out. You should always be certain that you will not endanger yourself or others when attempting to put out a fire.

#### **Never Attempt to Extinguish a Fire if:**

You don't know what is burning. If you don't know what is burning, you don't know what type of extinguisher to use. Even if you have an extinguisher, there may be something in the fire which is going to explode or produce highly toxic smoke.

The fire is spreading rapidly beyond the spot where it started. The time to use an extinguisher is in the incipient, or beginning, stages of a fire. If the fire is already spreading quickly, it is best to simply evacuate the building, closing doors and windows behind you as you leave.

You don't have adequate or appropriate equipment. If you don't have the correct type or large enough extinguisher, it is best not to try to fight the fire.

#### What to do if:

If your clothes catch on fire, the best thing to do is to find a safety shower.

If a safety shower is available, then immediately remove your outer clothing and use the shower long enough to remove any contaminating material and to cool the skin.

If there isn't a safety shower nearby, then stop where you are, drop and roll on the floor, covering your face with your hands and roll back and forth to extinguish the flames.

#### **Fire Extinguishers**

All personnel will be adequately trained in the use of fire extinguishers and know where the closest fire extinguishers are located. Extinguishers should not be blocked access or covered up. Below is the methods that will be taught to employees regarding fire extinguisher use:

**Pull The Pin:** This will allow you to discharge the extinguisher.

**Aim At The Base Of The Fire:** If you aim at the flames (which is frequently the temptation), the extinguishing agent will fly right through and do no good. You want to hit the fuel.

**Squeeze The Top Handle Or Lever:** This depresses a button that releases the pressurized extinguishing agent in the extinguisher.

**Sweep From Side To Side:** Start using the extinguisher from a safe distance away, then move forward. Once the fire is out, keep an eye on the area in case it re-ignites.

#### **Emergency Egress**

The Security Agent will regularly inspect the facility to ensure that all emergency exits are clear. Additionally, the facility will have the appropriate lighting and directions placed in a clear location to safely evacuate the building in case of a fire. Employees will be trained on the following policies:

- Aisles need to remain clear so that there is a clear path of egress to emergency exits.
- Do not wedge or block doors in the event of a fire.
- Make sure you are familiar with your building's evacuation plan and know where exits are located and learn all of the escape routes from your facility area
- Leave immediately if the fire alarm sounds. Don't ever assume it is just a fire drill.
- Ensure you take any personal belongings.

- Close all doors and windows on the way out.
- Make sure everyone in your area has been accounted for. Your manager may want to designate an assembly area outside to meet in the event of an evacuation.
- Do not reenter the building unless authorized to do so.

#### **Door Placards**

Door placards provide critical emergency information to firefighters or other emergency personnel who need to enter the lab.

The Company will ensure that door placards are updated a least once a year (or more frequently if the information changes).

This information will be available to the fire department in the event of a fire or other emergency.

#### **HVAC**

#### Ventilation and Inhalation Issues

The Company will utilize a new AC unit configured for this space, with the addition of high grade HEPA Filters added to the system for purification of the inside air.

#### **HVAC Systems**

The facility will be equipped with Energy Star HVAC technology which allows an energy efficient means of controlling the facility's climate, and the facilitation of proper ventilation to prevent the spread of unwanted odors. HVAC equipment will provide the following:

- 1. Installation of vent dampers;
- 2. Analysis of systems and replacement of inefficient components;
- 3. Use of programmable thermostats and controls; and
- 4. Sealing and insulation of ducts and hot water pipes.

#### **Special Requirements On Use And Occupancy**

The following section analysis addresses the specific hazards that are typically associated with the production and sale of cannabis and cannabis products and that are applicable to this project.

#### Combustible Fibers

Combustible fibers are defined by the CFC as "Readily ignitable and free- burning materials in a fibrous or shredded form, such as cocoa fiber, cloth, cotton, excelsior, hay, hemp, henequen, istle, jute, kapok, oakum, rags, sisal, Spanish moss, straw, tow, wastepaper, certain synthetic fibers or other materials. This definition does not include densely packed cotton." The cannabis retail products, which includes parts of the plant, can be considered a combustible fiber. However, combustible fibers are only considered hazardous if manufactured, generated or used in concentrations and conditions that create a fire or explosion hazard. There will be no loosely stored combustible fibers, and all material is stored in approved packaging. There will be no volatile manufacturing or processing of cannabis products and only ethanol extraction methods will be used in the manufacturing facility; in the retail facility, the display for resale conditions do not create a fire or explosion hazard that would require a Group H occupancy classification.

#### Odor Control

All appropriate ventilation and filtration systems will be designed and installed to control noxious odors and so that odors from cannabis are not detectable from the outside of the building. The first part of the system is a recirculatory inline filter and fan combo which draws air in and channels the filtered air to the Reception room. This constant recirculation will be very effective at eliminating odor and runs 24 hours a day throughout the premise. The second part of the system involves roof top mounted exhaust fans that are coupled to in-line carbon filters. Air is drawn into the carbon filters where odors are trapped by the activated charcoal and is discharged to the exterior. This continuous drawing of air into the filters creates a negative pressure or vacuum in the space in relation to the outside barometric pressure. That means rather than air escaping from the building interior through small cracks, around doors, etc., it draws in make-up air through any crack or void that may exist. This means that odors are kept from escaping and air is constantly being scrubbed and replaced by outside air.

#### FIRE SUPPRESSION

**Fire Extinguishers.** Fire extinguishers are a necessary tool in controlling fires prior to the arrival of emergency personnel. The Company shall install fire extinguishers in each room, and additional extinguishers as determined by the engineer and fire consultant. These extinguishers will be inspected annually and certified by a licensed company.

**Fire Evacuation Plan.** The Company recognizes that the safe, orderly, and prompt evacuation of its employees, vendors, and any other building occupants depends upon the establishment of a safe and efficient emergency evacuation plan. Every employee will be trained in carrying out the safe and effective evacuation when the fire alarm sounds or when directed by a public authority or management representative. The fire evacuation plan consists of the following:

- 1) The Company is a firm believer that emergency preparedness can mitigate the risk of various emergencies, especially fire. Accordingly, The Company will ensure the following pre-planning activities are conducted:
- 2) Exits will be checked routinely to ensure there are always at least two unobstructed pathways;
- 3) Periodic fire drills conducted to ensure employee and vendor familiarity; and
- 4) Evacuation diagrams will be posted throughout the building.

**Evacuation Process.** The Company will implement the following general policies relative to an evacuation process (these are subject to change in accordance with the emergency conditions and circumstances, and preservation of life shall always be the dictating determination for evacuation procedures):

- 1) Upon discovery of fire or smoke condition, an employee shall immediately sound the alarm by activating the nearest pull station;
- 2) Employees must leave immediately and never assume the alarm is a drill;
- 3) Employees will be trained to help others, but only if he/she can do so safely; and
- 4) Once outside, employees will meet at the designated assembly spot where the acting manager will conduct a head count and report to authorities accordingly.

#### **Sprinkler System**

The building will be fully sprinklered and sprinkler head relocation based on the new floor plan will be submitted for approval to the local jurisdiction having authority. The primary purpose of the Fire Sprinklers is to protect employees, plants, equipment and the building in the event of a fire. The fire sprinkler system is monitored per code by a fire alarm system and with 24-7 central station monitoring. There are duct detectors located on the HVAC units and will provide a supervisory alarm to the central station and will shut down the AC units and any air movement in the building on alarm.

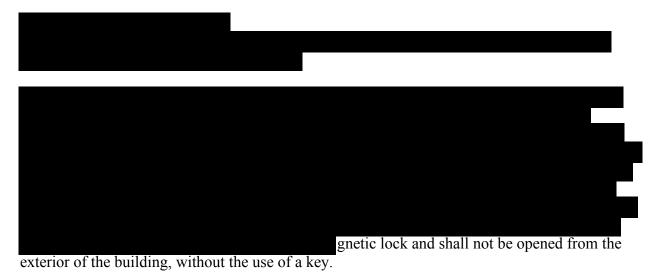
#### **Portable Fire Extinguishers**

Approved portable fire extinguishers will be supplied at the Facility to give employees and management the means to suppress a fire during its initial or incipient stage. The company will ensure that all portable fire extinguishers are located where they are readily visible and accessible at all times. Proper maintenance of the installed portable fire extinguishers is the responsibility of the General Manager and will be included in their monthly checklist for the operations of the site.

#### **Electrical: Wiring and Main Room**

In accordance with Section 605 of the IFC:

Doors into electrical control panel rooms will be marked with a sign stating ELECTRICAL ROOM. The means for turning off electrical power to each electrical service and each individual electrical circuit must be clearly and legibly marked.



#### **Exits And Exit Signage**

The number of exits at the Facility shall be in accordance with Table 1006.2.1 and Table 1006.3.2(2) and Section 1017.2 of the International Fire Code (IFC). Accordingly:

- All exits will be clearly illuminated by EXIT signage on the roof of the Facility signs will be clearly visible from both directions
- A Fire Exit Plan will be printed and appropriately displayed on the walls of the Facility
- Egress doors will be installed and required to swing in the direction of egress
- All staff will be briefed on Fire Safety procedures and a Fire Safety Exercise shall be conducted at least twice a year. ALARM SYSTEM







#### **EMERGENCY PREPAREDNESS**

The Company understands and subscribes to the belief that preparedness is best thought of as a process, that is, a continual sequence of analysis, plan development, and the acquisition of skills through training, drills, exercises, and critiques. The Company will build the framework for responding to emergencies, crimes, and disasters, and ensure each employee is prepared to respond and properly trained to handle circumstances of duress. But just having a framework does not equate to prepared under duress; there must be actual training and drills, as well as open discussion and forum of potential dangers and disasters.

The Company has established procedures for addressing emergencies and incidents including natural disasters, fire, unauthorized facility access, theft of cannabis products, or release of confidential information.

The Security Manager is assigned responsibility for confirming the occurrence of an incident requiring the execution of this protocol and for ensuring the response protocol is followed. The Security Manager will notify appropriate law enforcement authorities within twenty-four (24) hours after the discovery of a reportable incident. All incident response and emergency activities will be documented. All documentation related to a reportable incident will be maintained for no

less than seven years and made available, upon request, to local authorities, state authorities, and to law enforcement authorities acting within their lawful jurisdiction.

**Primary Objective of Emergency Procedures.** The primary emphasis of activities described within this protocol is the return to a normalized (secure) state as quickly as possible, while minimizing adverse impacts to the facility. The Company's plan addresses incident identification, response protocols, containment activities, and corrective measures.

**Types of Emergencies and Incidents.** Types of incidents include, but are not limited to:

- 1) Theft or physical loss of cannabis products or confidential records;
- 2) Burglary or unauthorized entry to the Facility;
- 3) Threats of violence to the facility, personnel or visitors; or
- 4) Other miscellaneous incidents.

**Incident Training Required.** All employees must be required to receive incident management training upon hiring and annually in accordance with the staffing and training policies of The Company. The Retail Director shall ensure the adequate training of employees. Third-party trainers may be utilized as necessary to ensure The Company's employees are ready for any situation.

**Roles & Responsibilities.** The Company's goal is to ensure the safety of its employees, vendors, and the surrounding community. Accordingly, each of its employees will have the following responsibilities:

- 1) Each employee must be familiar with the contents of this plan and must know the location of alarms, utility cabinets, fire extinguishers, emergency exits and first aid supplies.
- 2) Receiving training in using a fire extinguisher;
- 3) If a management-level employee is not available to make an evacuation decision, all employees shall make a determination with the health and safety of employees and visitors as the primary consideration.
- 4) Do not re-enter the building or allow others to re-enter during an emergency. Stay with vendors, authorized visitors, and other evacuated employees until directed by the Retail Director.
- 5) The Company shall maintain and visibly post a current emergency contact list and evacuation plan. All employees should save emergency contact numbers in their personal cell phones.
- 6) Every employee must know the evacuation route and the location of the map.
- 7) Regular review of the facility floor plans and evacuation plan maps must be completed by the Retail Director and updated as necessary.

**Management Responsibilities.** To ensure an appropriate and timely execution of the proper incident response, all executive employees and management-level employees must ensure The Company does the following:

1) Develops and maintains this Safety Plan continuously. Identify potential hazards, develop mitigation strategies and improve the response protocols accordingly;

- 2) Update management employees and training programs as needed. The building must be stocked with an emergency preparation kit including provisions for sequestration in the building if required;
- 3) Maintains an updated emergency notification contact list and maintains an internal contact list and employee notification system via email and text messaging;
- 4) Visibly posts all evacuation routes and ensures all environmental detectors and alarms, emergency lighting and exit signs are operational;
- 5) Confirms the occurrence of an incident requiring the execution of this protocol;
- 6) Secures all products following any instance of diversion, theft, or loss of cannabis and conducts an assessment to determine whether additional safeguards are necessary;
- 7) Collects any evidence supportive of the event (unless law enforcement is required and collects evidence);
- 8) Supervises and direct the consistent, timely, and appropriate response to an incident;
- 9) Provides appropriate communication to parties having a vested interest in the incident:
- Offers support to employees, customers, or other interested parties as appropriate until the incident is resolved; and
- 11) Conducts a post-incident review and report making any necessary adjustments to security measures and procedures.

**Incident Reports.** Reports of emergencies and incidents may come from outside parties, employees, news sources, direct observation, or other sources. The primary objective for all employees is to determine if the problem being reported is an incident. In most instances, the problem being reported will not constitute an incident as defined within The Company's protocols. However, protocols can be a good guideline for dealing with other minor issues. No set of protocols will address every circumstance and all employees must in good faith take all necessary and responsible actions.

**Receiving External Reports.** All employees are accountable for asking necessary questions about an incident, making a reasonable attempt at determining if an incident has occurred, recording facts and responses to questions, and forwarding pertinent information to a management-level employee or Retail Director immediately. If the employee cannot reach the managers, an executive employee must be contacted. Employees' duties include, but are not limited to:

- 1) Familiarity with applicable protocols and the appropriate procedures.
- 2) Individuals reporting problems and/or incidents to an employee should be informed as to the reason for the questions and all individuals should be encouraged to openly discuss the problem being reported.
- Any information provided by an individual that helps in the determination is of considerable value; the individual's cooperation is critical, greatly appreciated and should be recognized by the employee receiving the report.

**Discovery and Internal Reporting.** If the situation indicates that an incident may have occurred, employees should assume that an incident has actually occurred and perform the following activities:

- 1) Obtain and record the contact information for the individual reporting the problem (name, telephone numbers, and email address);
- 2) Record relevant information about the incident (e.g., time/date of suspected occurrence, type of information compromised, location of the compromise) in the Incident Report Log;
- 3) Inform the individual to expect contact from a member of management;
- 4) Request the individual to treat the incident as a confidential matter; and
- 5) Notify the Management Employee immediately of the incident.

**Assessment and Escalation.** Except in the case of an emergency needing immediate attention, the Retail Director will determine the category and severity of the incident and undertake discussions and activities to best determine the best course of action. All discussions, decisions, and activities are to be documented as described herein. The Retail Director is responsible for making an early determination if an incident has occurred or might be indicated.

**Notification and Communication.** The Retail Director will take action to notify the appropriate internal and external parties as necessary.

**Containment.** The Retail Director, if available, will determine and cause to be executed and the appropriate activities and processes required to quickly contain and minimize the immediate impact to personal safety, the building, vendors, and other affected parties. Containment activities are designed to:

- 1) Minimize harm to individuals.
- 2) Counteract the immediate threat.
- 3) Prevent propagation or expansion of the incident.
- 4) Minimize actual and potential damage.
- 5) Restrict knowledge of the incident to authorized personnel.
- 6) Preserve information relevant to the incident.

**Corrective Measures.** The Retail Director will determine and cause to be executed necessary activities in order to quickly restore circumstances to a normalized and secure state of operation. Corrective measures should be designed to:

- 1) Secure the environment; and
- 2) Restore the environment to its normalized state.

**Notification Required.** Any employee with knowledge or a reasonable suspicion of an incident (i.e. theft or diversion) is required to make an immediate report to the Retail Director and record the incident in the incident report log. All incident activities, from receipt of the initial report through post-incident review, are to be documented by the Retail Director.

Containment Activities



**General Protocols for Natural Disasters.** The Company will implement policies in anticipation of natural disasters. In general, these policies will include the following:

- 1) Determine the extent of the disaster and need for evacuation or sequestration.
- 2) Follow any direction given by local officials or law enforcement.
- 3) Terminate all non-essential work functions and post necessary closure notices.
- 4) Take precautions to secure all cannabis products from the environment or possible looting.

**Earthquake.** In the event of an earthquake, The Company will have in place the following protocols:

- 1) If an earthquake should occur, and you are indoors, stay indoors and take cover under sturdy furniture or in a supported doorway;
- 2) Be sure to stay near the center of the building and away from glass windows, doors, display cabinets, and book cases;
- 3) Do not run for the exit;
- 4) If safe to do so, extinguish any fires with a fire extinguisher (do not put yourself in jeopardy of personal harm and do not allow the fire to come between you and the exit). Once the shaking has stopped, if in a safe place, remain there in the event there are aftershocks or sequential quakes;
- 5) Do not light or use candles, matches, or other open flames as there could be gas leaks:
- 6) Once safe to do so, assist and direct vendors and authorized visitors on the premises out of the building; and
- 7) If outside of the premises during the earthquake, move to an open, clear space away from buildings, utility lines and poles, trees, and other free standing objects that could topple or fall.

Chemical Spill/Gas Leak. Gas leaks in the building require an immediate evacuation until the fire department clears the facility. Any employee discovering a gas leak should shut off the gas source immediately and notify the Management Employee to begin evacuation procedures. Employees should follow the direction of local officials in the case of an external spill impacting operations.



**Utility Failure/Outage.** In the event of power outage or utility failure, employees will be instructed to remain calm and stay put; open all available blinds or shades to allow in natural light. If employees are in an unlit area, The Company will instruct them cautiously proceed to an area with emergency lights (or natural lighting) and call and report the outage; wait for further instructions from the authorities and/or managers. If directed to evacuate, assist authorized visitors, vendors, and others as necessary.

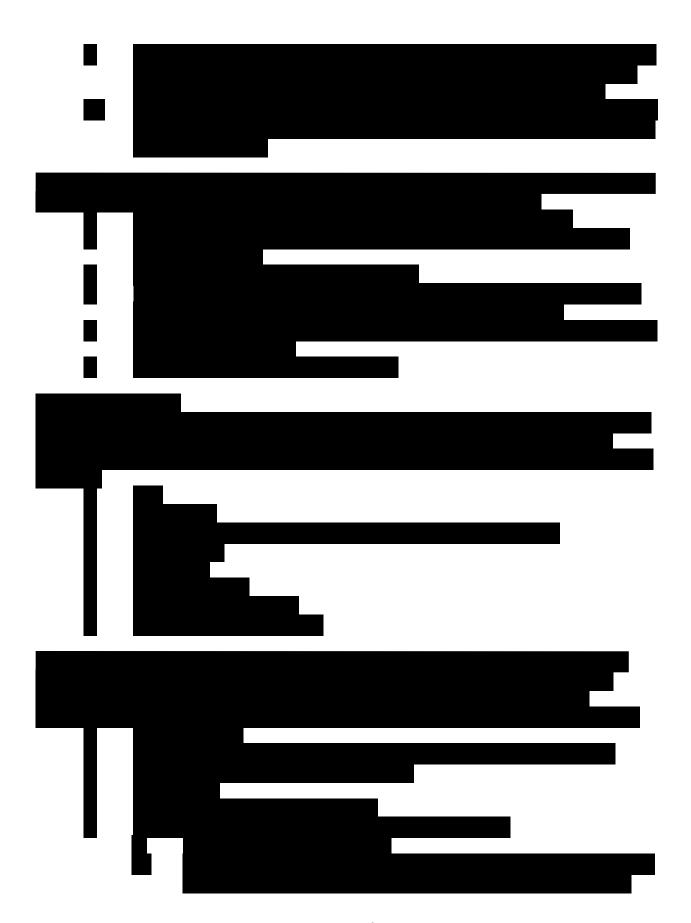
**Civil Disorder and Unrest.** In the event of civil disorder or other civil unrest in the area of the workplace, The Company will have in place the following protocols:

- 1) Notify the authorities immediately and any information received, factual or rumored, of a demonstration or other form of civil disorder which is planned or in progress in the vicinity of the building.
- 2) Follow the instructions of the Retail Director (or on-site security guard). If directed to, and will not put you at risk of personal harm, assist with protecting objects and product.
- 3) If an explosion occurs, take cover immediately and anticipate additional explosions. Notify the authorities of any potential or actual hazards, including fire or bomb threats or rioting. Stay indoors and away from windows and doors unless directed to evacuate by authorities or the Retail Director.

- 4) Evacuate when directed and assist others as necessary.
- 5) If released from work, follow instructions of the authorities or Retail Director, and do not remain in the vicinity of the unrest or disturbance.



Page 17 of 24



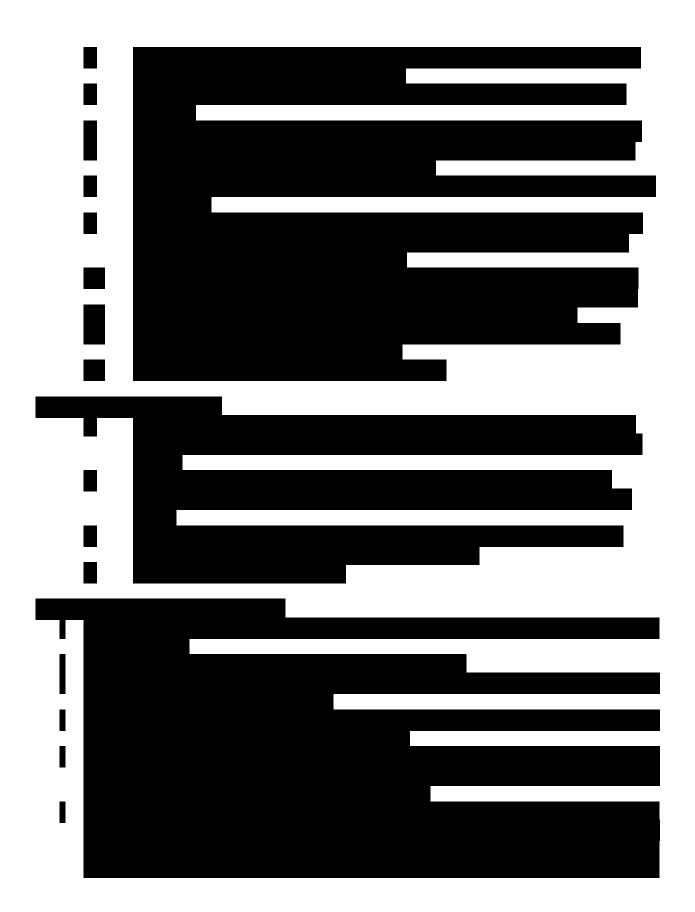
Page 18 of 24

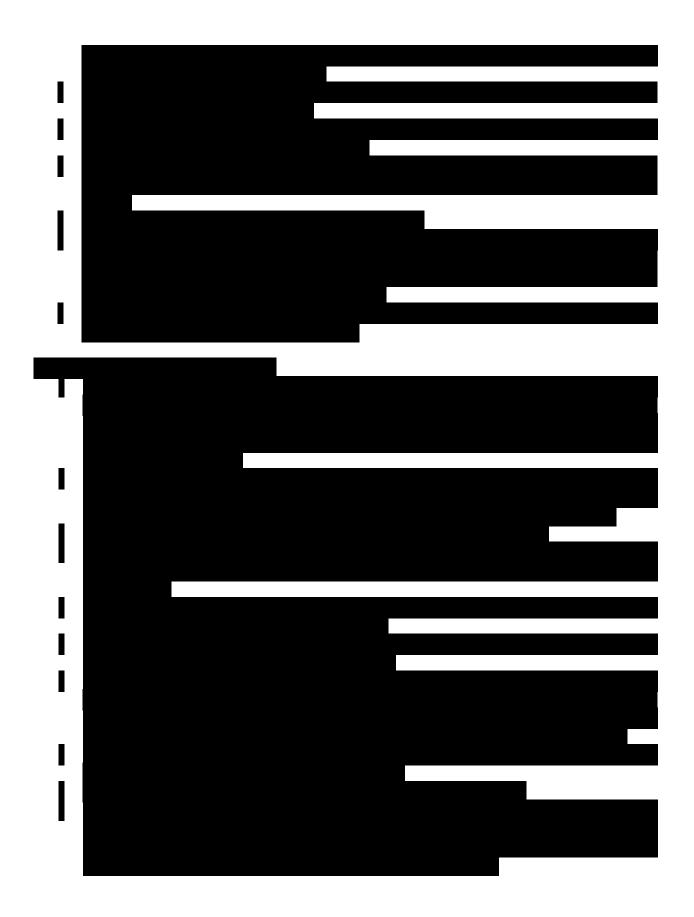
**Potential Workplace Violence.** Intuitive managers and coworkers may notice characteristics of potentially violent behavior in an employee or colleague. The Company will make sure that any employee noticing such odd behavior immediately alert the Retail Director. Employees typically do not just "snap," but display indicators of potentially violent behavior over time. If these behaviors are recognized, they can often be managed and treated. Potentially violent behaviors by an employee/coworker may include one or more of the following (this list of behaviors is not comprehensive, nor is it intended as a mechanism for diagnosing violent tendencies):

- 1) Increased use of alcohol and/or illegal drugs;
- 2) Unexplained increase in absenteeism; vague physical complaints;
- 3) Noticeable decrease in attention to appearance and hygiene;
- 4) Depression/withdrawal;
- 5) Resistance and overreaction to changes in policy and procedures;
- 6) Repeated violations of Company policies;
- 7) Increased severe mood swings;
- 8) Noticeably unstable, emotional responses;
- 9) Explosive outbursts of anger or rage without provocation;
- 10) Suicidal; comments about "putting things in order";
- 11) Behavior which is suspect of paranoia (i.e., "everybody is against me");
- 12) Increasingly talks of problems at home;
- Escalation of domestic problems into the workplace, talk of severe financial problems;
- 14) Talk of previous incidents of violence;
- 15) Empathy with individuals committing violence; and
- 16) Increase in unsolicited comments about firearms, other dangerous weapons, and violent crimes.

**Versatile Preparation.** The Company recognizes that no two emergencies are identical, therefore, no single plan of action can anticipate and address every possible circumstance. The instructions and guidelines in this plan are intended to serve as guidelines, and for planning, preparation, and awareness purposes. These instructions may not be appropriate in all situations. At no time should you risk your personal safety in complying with any of its provisions. Emergency preparedness is a continuous process requiring the seamless integration of planning and response efforts, and should be seen as a continual training, not a three-ring binder on a shelf.



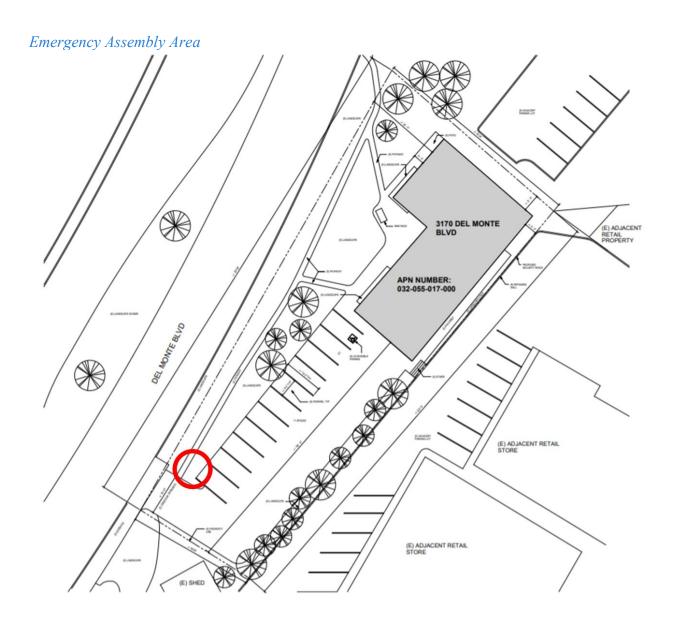


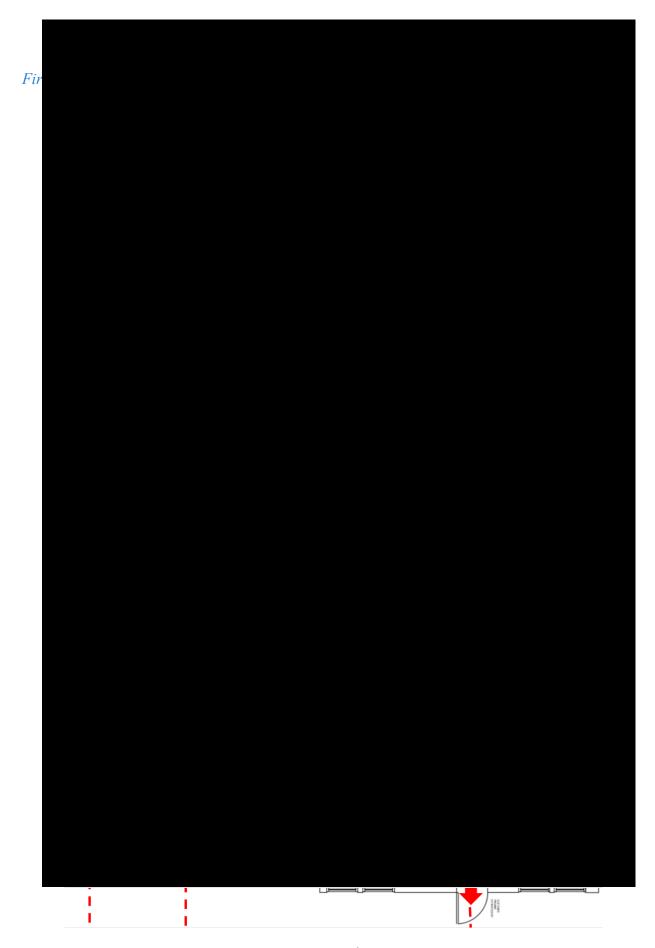


Page **21** of **24** 

Safety Diagrams







Page **24** of **24** 

SGI Marina, LLC. dba Stiiizy

LOCAL IMPACT

Local Enterprise
Neighborhood Compatibility
Community Benefits

# TABLE OF CONTENTS

Local Impact	1
Local Enterprise	3
UFCW 5	3
Local Contractors	4
Partnering with Local Artists	4
Neighborhood Compatibility	4
On-Site Community Relations Staff Person	5
On-Site Managers & Twenty-Four-Hour On-Call Manager	5
Nuisances	6
Graffiti	6
Neighborhood Enhancement	6
Air Quality/Odor Control	7
Surrounding Property Owners' Signatures	8
Community Benefits	14
Veteran's Transition Center	
Community Homeless Solutions	15
Marina Chamber of Commerce	15
STIIIZY FUND Program	15
Community Education Sessions	16
Supporting Water Remediation and Combating Sea Level Rise	17
Water Conservation	17
Previous Philanthropy	18
Conclusion	18
Appendix 1: Proof of Employment Contracts	19
Appendix 2: Labor Peace Agreement	20

# LOCAL ENTERPRISE

The SGI Marina, LLC partnership will combine the best of both the Shryne Group and Elemental Wellness efforts to work alongside the community of Marina to create jobs, gets involved with local causes, and bring funding back to the residents and City infrastructure.

We will hire locally within the City of Marina, and only if necessary, hire 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.

Elemental Wellness has partnered with locals **Harmony D'Angelo** and **Amado Magistrado**. Harmony and Amado own 50% of the ownership interest in Elemental Beachside Inc. With the new SGI Marina, LLC partnership, Harmony and Amado will continue to work alongside the principals from Shryne Group. They both will be instrumental in creating relationships with the community to boost enterprise, appeal to local residents' needs and wants, and handle any concerns that may arise during the course of business. Harmony has owned and operated a Marina horticulture store for the past 14 years, and her business acumen and ties to the Marina community will be invaluable in ensuring top quality products are offered on our shelves at all times.

SGI Marina, LLC is dedicated to ensuring that a majority of its employees reside in the city of Marina. We will take the necessary measures to advertise and interview local residents through a number of media platforms including the Chamber of Commerce website, Craigslist, local newspapers, and hiring programs supporting the placement of veterans. We have already put in place contracts with three (3) Marina residents to fill Sales Associate positions (Budtender or similar role). We have also contracted with two (2) local businesses to provide landscaping and security guard services for our facility. We have also signed up as a committed member of the City of Marina Chamber of Commerce. Since we value the local communities in which we operate, evidenced in the community benefits section of this application as well, we will work diligently with city officials and leaders to determine which sectors of the City need our help the most. These may be local charity organizations, youth programs, non-profits for the homeless or other social program. SGI Marina, LLC will identify the needs of the City, and will appropriately give monetary donations as well as staff volunteer time. *Please see Appendix 1 for evidence of employment contracts*.

### UFCW 5

We recognize the importance of labor relations. Stiiizy intends to provide working conditions that not only meet but exceed labor law standards, and we will collaborate with employees to develop a labor peace agreement that further ensures their specific needs are met. United Food & Commercial Workers (UFCW) 5-Golden State represents a growing number of workers in the marijuana industry across California. The union is making a commitment to be present wherever cannabis workers are employed. Stiiizy is committed to working with UFCW 5-Golden State and its national and local Sections in advocating for competitive wages for cannabis workers. Stiiizy agrees to remain neutral. Neutrality means that Stiiizy and its agents will not oppose union representation or hinder union organizing efforts.

Please see the full Labor Peace Agreement attached as Appendix 2.

### **Local Contractors**

SGI Marina, LLC will also guarantee that at least 50% of its contracted service companies and vendors are located within the Marina City limits. This includes not only cannabis sources and cannabis business partners, but other third-party contractors such as electricians, building contractors, plumbers, landscapers, cleaning services, storage and packaging suppliers, or other professional services providers such as accountants, lawyers, consultants, and farmers.

As SGI Marina, LLC continues to build relationships with cannabis product suppliers, we will secure relationships with local cultivators, manufacturers, and distributors to procure and transport products to our retail location. SGI Marina, LLC has already formed some meaningful relationships with local providers.

# 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.





# 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.

During the first year of operation, the Owner, Manager, and community relations contact from SGI Marina will attend regular meetings with the City Manager and other interested parties as deemed appropriate by the City Manager, to discuss costs, benefits, and other community issues. After the first year of operation, the Owner, Manager, and community relations contact from Stiiizy shall meet with the City Manager when and as requested by the City Manager.

# 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.

### Retail Floor and Secure Safe Room

It is critical the atmosphere in the retail floor remain odor free as to allow customers the opportunity to perform proper organoleptic testing. This includes smell tests of sample products to determine if the appropriate terpene profile has been chosen and identified. Maintaining an odor-free dispensary will allow customers to properly inspect samples of cannabis and related products. All airstreams and atmosphere in the dispensing area will be scrubbed at a rate of once every three to five minutes. Because cannabis will be present in the secure safe room, it is imperative to install enough carbon filters and fans to effectively scrub the atmosphere contained in the room once every 60 seconds.

### **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

ш	OWNED	TVDE	CUDDADTO
#	OWNER CM	TYPE	SUPPORTS
1	City of Marina	Public	*No
		Facility	
2	State of California	Courthouse	*No
3	Patricia Littlefield &	Commercial	No
	Michael Kent Trust		
4	Clifford Barker & Patricia	Residential	No
	Macleod		
5	Christopher and Denise	Residential	Yes
	Dinner		
6	Michael & Penny Patton	Residential	Yes
	. ,		
7	Bernard Cullen Trust, by	Residential	Yes
'	Kathleen Franklin Trustee	1 Condonium	105
	Teatmeen Frankfin Frastee		

~				
	8	Maria Dorantes	Residential	No
		1110110 2 0101100	110510,01101001	110
	9	Charles and Brenda	Residential	Yes
		Stringer		
		Bumger		

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.

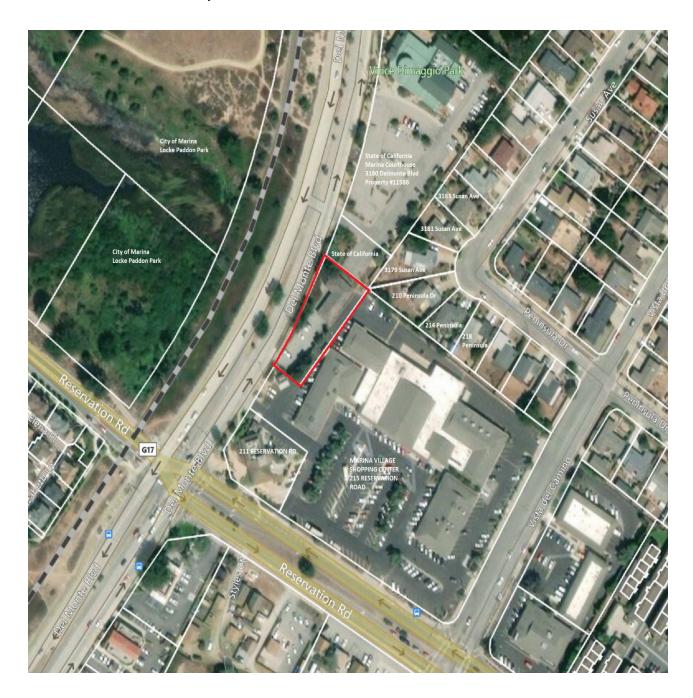
# There are 12 parcels and 9 different property owners within 250' of the proposed location.

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.

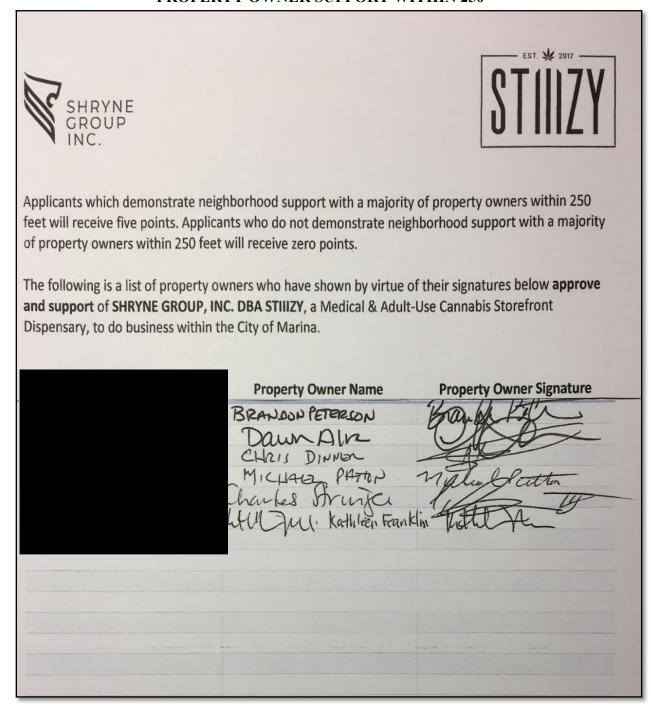
**PROPERTY OWNERS WITHIN 250'** 



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 SGI Marina, LLC.

SGI Marina 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.

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

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

- 1) <u>Local Law Enforcement</u> SGI Marina plans to establish an active line of communication with local law enforcement leaders. It is committed to maintaining a close working relationship with local law enforcement to enhance its ability to provide a secure and positive experience for its employees, authorized visitors, vendors, and the community.
- 2) <u>Chamber of Commerce</u> SGI Marina has joined the Chamber of Commerce and recognizes that the area's economic well-being directly relates to the caliber of the work done by this organization that serves as the voice of local businesses to provide jobs, generate tax revenue, build infrastructure, and provide services for the City. As an organization that has a strong desire to improve the community, SGI Marina's decision to join the Chamber of Commerce is an easy one.

3) <u>Local Firefighters</u>— SGI Marina intends to build a relationship with the citizens who bravely dedicate their time and their talent to the City Fire Department. SGI Marina is dedicated to supporting the needs of both the Fire Department and the community.

### Veteran's Transition Center

Stiiizy is excited to announce discussions have begun in partnering with the Veterans Transition Center (VTC) of Monterey County located 220 12<sup>th</sup> 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. We are eager to assist the brave Veterans who gave so much to serve our country transition comfortably with appropriate housing and jobs.

Based on our sales projections and intent to donate funding to more than one community organization, we can commit to donating \$15,000 annually to the Veteran Transition Center, either on a quarterly or monthly basis.

# **Community Homeless Solutions**

SGI Marina, LLC knows that homelessness can be a challenge for any community. We have committed to an initial annual contribution of \$250 to the Community Homeless Solutions which is located in Marina (see receipt below). This annual contribution will be increased to \$3,000 a year minimum and 30 community service hours once awarded licensure. https://www.communityhomelesssolutions.org/

### Marina Chamber of Commerce

Elemental Wellness has signed up with the Marina Chamber of Commerce, paying all dues and beginning the process of an online and print listing. Amado Magistrado will be attending the next scheduled meetings to begin creating a relationship with the local Chamber. Attached is the payment receipt to join the City Chamber of Commerce. We will continue this relationship as we grow and integrate into the Marina community.

# STIIIZY FUND Program

SGI Marina, LLC will be an active supporter of the community of Marina by launching our STIIIZY FUND program. This is a program that creates a structure and budget to offer education sessions, youth groups, women and veteran services, and clean-up programs. Stiiizy has budgeted \$12,000 for the first year of operations to be used for all community benefits programs and the STIIIZY FUND budget. We will double this budget in year two and three of operation.

Young people are increasingly exposed to alcohol and drugs at an early age – we want to be an active participant in ensuring that these youth receive the appropriate level of information on the dangers of substance abuse at an early age so that they are better informed and more capable of decision making as they develop and mature. We believe that this program will have positive flow on effects for some of the most pressing and critical social issues effecting Marina – neighborhood crime prevention, substance abuse and creating safer and cleaner parks and recreation facilities.

STIIIZY FUND will partner with community leaders to establish guidelines for volunteer efforts and donation of funds.

STIIIZY FUND has committed to providing 30 hours by providing its employees paid time off to participate in volunteer activities.

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 STIIIZY 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.

# **Community Education Sessions**

SGI Marina proposes developing a Community Outreach Program that will be held 4 times a year.

At SGI Marina we believe that education and community outreach can change the way cannabis is viewed and help people understand its benefits. To have a successful cannabis program, we believe that there needs to be an active relationship between the community, research, physicians and customers.

To enact such a program, we will be recruiting a panel of specialists and experts onto our team which will help us conduct the outreach program. We would envision each event having 3 specialists conduct 15-minute lectures with a 30-minute question and answer session at each event.

Each event would run for approximately 90-minutes and focus on:

- Myths and Facts of Cannabis
- Customer Treatment Options
- The History of Cannabis
- Latest Research and Adult-use and medical Findings for Cannabis
- Responsible Use and Management of Cannabis

Our goal is to provide consumers with the facts and information they need to be educated and make informed decisions. It is our goal to educate the community so that they can make the best decisions for themselves and their health.

All sessions will be provided at zero cost to the attendees. We will schedule a free shuttle bus for attendees that want to attend the session but may not have transport options.

# Supporting Water Remediation and Combating Sea Level Rise

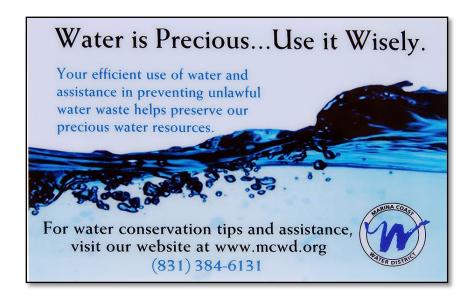
With water contamination issues from Monterey Bay, Marina needs a partner in water remediation efforts. We commit to sponsoring local non-profits and city-driven initiatives focused on remediating contaminated water and removing pollutants to protect and enhance Marina's natural resources. At the same 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. SGI Marina 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, SGI Marina 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.



# Previous Philanthropy

Elemental Wellness in San Jose has been committed to community service since its inception. The leaders of the Marina retail location will continue the commitment to staying involved in local programs and responding to community needs as they arise.

Below is a list of community service programs the Elemental Wellness team has participated in in the past few years.

### Community

- Silicon Valley Pride, 2017, 2018
- Coyote Creek Clean Up, 2018
- Music in the Park, 2016, 2017, 2018
- Women and Wellness Celebration, 2019
- Love & Second Chances Dog Adoption Event, 2018
- Blood Centers of the Pacific Blood Drive, 2017, 2018
- Voter Registration Drive, 2016, 2017, 2018
- SoFA Street Fair, 2016, 2017, 2018

### Charity

- Second Harvest Food Bank, 2015, 2016, 2017, 2018
- One Warm Coat Drive benefitting Homesafe, 2018
- Toys for Tots, 2018
- Back-pack to School, 2018
- SF AIDs Walk, 2016, 2017, 2018
- Red Cross Blood Drive, 2015, 2016, 2017, 2018
- Lake County Fire Victims Fund, 2015, 2016, 2017, 2018
- Breast Cancer Emergency Fund & Woman Care, 2015, 2016, 2017, 2018

# Conclusion

In summation SGI Marina is committed to local enterprise and becoming an active member of the community through:

- 1. Local Owner and operator Harmony D'Angelo.
- 2. Local Owner and operator Amado Magistrado.
- 3. Local hire Bruce Leleua.
- 4. Local hire Ciara Murry.
- 5. Local hire Naureece Dixon.
- 6. A paid and contributing member of the Marina Chamber of Commerce.
- 7. Annual donation of \$15,000 to the Veteran Transition Center.
- 8. Preferential hiring through VTC hiring program.
- 9. Annual donation of ~\$3,000 to Community Homeless Solutions.
- 10. Using local business All Things Green for landscaping services.
- 11. Using local business Peninsula Security for its guard services.

Appendix 1: Proof of Employment Contracts

### SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made, entered into and effective as of this 5th day of June \_\_\_\_\_\_, 2019 ("Effective Date") by and among All Things Green Landscape Services ("Service Provider") and Elemental Beachside Inc. ("Company"). Service Provider and Company may be individually referred to herein as "party" or collectively as "parties" as the context may require.

#### RECITALS

WHEREAS, Service Provider operates a landscaping and related services business; and

WHEREAS, Company desires to have Service Provider provide services for its benefit; and

WHEREAS, Service Provider desires to provide services to Company.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

### 1. ENGAGEMENT

- a. <u>Engagement of Service Provider</u>. Company hereby engages Service Provider to provide services which includes the landscaping and related services ("Services").
- b. Service Provider agrees to be the sole and exclusive provider of the Services to be provided to or on behalf of Company provided Company receives all necessary licenses, permits and approvals to operate a commercial cannabis business.
- c. Service Provider will provide Services on a daily basis in accordance with applicable rules and regulations of any agency as well as Company's requirements.

### 2. DUTIES AND RESPONSIBILITIES OF SERVICE PROVIDER

- 2.1 <u>General Responsibilities</u>. During the Term, Service Provider shall provide all such Services as are necessary and appropriate on a daily basis in a manner consistent with good business practice, including without limitation:
  - a. <u>Contractors</u>. To the extend necessary and with Company's prior approval, Service Provider may contract with third-party contractors that Service Provider, in its sole an absolute discretion, deems reasonably necessary to provide and who will be obligated to comply with the terms of this Agreement. Such Contractors shall be under the direction, supervision, and control of Service Provider and compensation of such Contractors shall be an obligation of Company payable from Company's accounts. z
  - b. <u>Insurance</u>. Service Provider shall maintain all necessary insurance coverage under applicable local and state laws and regulations specific to Company's business.

### 3. RELATIONSHIP OF THE PARTIES

a. <u>Relationship of the Parties</u>. Nothing contained herein shall be construed as creating a partnership, trustee, fiduciary joint venture, or employment relationship between Service Provider and

Company. In performing all Services required hereunder, Service Provider shall be in the relation of an outside vendor or independent contractor to Company.

### 4. RESPONSIBILITIES OF COMPANY

- a. <u>Compensation</u>. Upon Company's receipt of the necessary licenses, permits and approvals, Company and Service Provider will enter into a Scope of Work ("SOW") detailing the services and compensation. The quote received on June 5, 2019 will be used as the basis of fees. Specific duties and responsibilities to be determined upon signing the SOW.
- b. <u>Exclusivity</u>. During the term of this Agreement, Service Provider shall serve as Company's sole and exclusive Service Provider and provider of the Services.
- **5. ASSUMPTION OF OBLIGATIONS.** Service Provider assumes and indemnifies Company against all liability or responsibility arising out of its provision of Services.

### 6. TERM AND TERMINATION

6.1 <u>Term.</u> This Agreement shall commence as of the Effective Date and continue in full force and effect for a period of five (5) years (the "Initial Term"), unless terminated as provided herein (the "Term").

### 6.2 Termination.

- a. Company may terminate this Agreement in the event of Service Provider's breach of this Agreement that remains uncured for three (3) days; failure to render Services in accordance with Company's requirements and those of any agency; or negligence or willful misconduct.
- b. Service Provider may terminate this Agreement in the event Company has not paid undisputed amounts owed within five (5) days notice of its failure to pay in a timely manner based upon the requirements contained in the SOW.
- 6.3 <u>Termination by Either Party</u>. Either party may terminate this Agreement:
  - a. By mutual written agreement of the parties;
  - b. By either party upon a material breach of a material provision hereof by the other party, which is not cured within the required time frame.
- 6.4 <u>Termination Obligations</u>. In the event of termination, Company shall pay all Service Provider all costs and expenses accrued and owing to Service Provider pursuant up through and including the date of termination.

### 7. INDEMNIFICATION

### a. Indemnification.

(i) <u>Indemnification by Company</u>. Company hereby agrees to indemnify, defend and hold harmless Service Provider, its officers, directors, owners, members, employees, agents, affiliates and subcontractors, from and against any and all claims, damages, liabilities, actions, lawsuits and other proceedings, judgments related to third party claims, whether or not covered by insurance, arising from or relating to any willful misconduct relating to the breach of this Agreement by Company. The

provisions of this Section shall survive termination or expiration of this Agreement. Company shall immediately notify Service Provider of any lawsuits or actions, or any threat thereof, that are known or become known to Company that might adversely affect any interest of Company or Service Provider whatsoever.

(ii) <u>Indemnification by Service Provider</u>. Service Provider hereby agrees to indemnify, defend and hold harmless Company, their respective officers, directors, shareholders, employees and agents from and against any and all claims, damages, demands, liabilities, actions, lawsuits and other proceedings, judgments, fines, assessments, penalties, and awards, whether or not covered by insurance, arising from or relating to (a) any material breach of this Agreement by Service Provider, (b) any acts or omissions by Service Provider and its employees to the extent that such is not paid or covered by the proceeds of insurance. The provisions of this Section shall survive termination or expiration of this Agreement. Service Provider shall immediately notify Company of any lawsuits or actions, or any threat thereof, that are known or become known to Service Provider that might adversely affect any interest of Service Provider or Company whatsoever.

### 8. <u>MISCELLANEOUS</u>

- a. <u>Entire Agreement; Amendment</u>. This Agreement constitutes the entire agreement among the Parties related to the subject matter hereof and supersedes all prior agreements, understandings, and letters of intent relating to the subject matter hereof. This Agreement may be amended or supplemented only by a writing executed by the Parties, which includes any SOW.
- b. <u>Notices</u>. All notices, requests, demands or consents hereunder shall be in writing (email permitted and preferred) or email and shall be deemed given and received when delivered, or in the event of email, the day it is sent.
- c. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which, when taken together, will constitute one and the same instrument.
- d. <u>Governing Law</u>. This Agreement shall be construed and governed in accordance with the laws of the State of California, without reference to conflict of law principles.
- e. <u>Waiver</u>. Waiver of any agreement or obligation set forth in this Agreement by either Party shall not prevent that party from later insisting upon full performance of such agreement or obligation and no course of dealing, partial exercise or any delay or failure on the part of any party hereto in exercising any right, power, privilege, or remedy under this Agreement or any related agreement or instrument shall impair or restrict any such right, power, privilege or remedy or be construed as a waiver therefor. No waiver shall be valid against any party unless made in writing and signed by the party against whom enforcement of such waiver is sought.

<u>Binding Effect</u>. Subject to the provisions set forth in this Agreement, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and upon their respective successors and assigns.

- f. <u>Waiver of Rule of Construction</u>. Each Party has had the opportunity to consult with its own legal counsel in connection with the review, drafting and negotiation of this Agreement. Accordingly, the rule of construction that any ambiguity in this Agreement shall be construed against the drafting party shall not apply.
- g. <u>Severability</u>. If anyone or more of the provisions of this Agreement is adjudged to any extent invalid, unenforceable, or contrary to law by a court of competent jurisdiction, each and all of the remaining

provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

h. <u>Duty to Cooperate</u>. The Parties acknowledge that the Parties' mutual cooperation is critical to the ability of Service Provider and Company to perform successfully and efficiently its duties hereunder. Accordingly, each Party agrees to cooperate fully with the other in formulating and implementing goals and objectives which are in Company' best interests.

[Intentionally Blank – Signature Page Follows]

**IN WITNESS WHEREOF**, the parties agree to the foregoing terms of this Agreement through the execution below by their respective, duly authorized representatives as of the Effective Date.

ELEMENTAL BEACHSIDE INC	ALL THINGS GREEN LANDSCAPING SERVICES SERVICE PROVIDER
BY:	BY: R Boynton
TITLE: CEO	TITLE: Sole proprietor
DATE:	DATE: 6/5/19
	251 Hillcrest Ave Marina, CA 93933

## **Standard Application for Employment**

It is our policy to comply with all applicable state and federal laws prohibiting discrimination in employment based on race, age, color, sex, religion, national origin, disability or other protected classifications.

Please carefully read and answer all questions. You will not be considered for employment if you fail to completely answer all the questions on this application. You may attach a résumé, but all questions must be answered. "Employer" Position applying for Receptionist Associate PERSONAL DATA Name (last, first, middle) Musry, Ciara, Chevenne City Street Address and/or Mailing Address State Zip Home Telephone Number Business Telephone Number iploma or GED? Currently Employed? YA Date you can start work 4/19 POSITION INFORMATION Check all that you are willing to work Full Time Swing Regular 🔯 Status: Part Time Graveyard Weekends Evenings 🔀 Temporary 7 Are you authorized to work in the U.S. on an unrestricted basis? 卤 Have you ever been convicted of a felony? (Convictions will not necessarily disqualify an applicant for employment.) Yes No M Have you been told the essential functions of the job or have you been viewed a copy of the job description listing the essential functions of the job? Can you perform these essential functions of the job with or without reasonable accommodation? QUALIFICATIONS Please list any education or training you feel relates to the position applied for that would help you perform the work, such as schools, colleges, degrees, vocational or technical programs, and military training. School Name Degree Address/City/State School School Other SPECIAL SKILLS List any special skills or experience that you feel would help you in the position that you are applying for (leadership, organizations/teams, etc. • I worked as a shiff Lead Which shows I can take the lead if nosseary, work independly, or us a team. knowledge in inventory. • Knowledge of Cleaning and sanatotion Stills, as well as organized. · Excellent Customer Sorvice Stills. · UP Deat Friendly enthusiasist Personality: REFERENCES Please list three professional references not related to you, with full name, address, phone number, and relationship. If you don't have three

Address/City/State

Relationship

Phone

professional references, then list personal, unrelated references.

Name

Date: 6-3-19

Name: Cioca Mully

Re: Employment Offer

Dear Liol 01

Thank you for expressing an interest in working for Elemental Beachside Inc. and our dispensary. We are pleased to notify you of our offer in having you work at our dispensary in the capacity of 5000. This letter sets forth the terms of the offer, which should you accept, will govern your employment. Your anticipated start date is 500.

As a full-time employee, you will receive the following benefits: one-week paid vacation in your first year; two weeks paid vacation every year thereafter, three paid sick days, five paid holidays, and medical, dental, vision and life insurance benefits after a 90-day probationary period.

Elemental Beachside Inc. is an "at will employer," which means that either you or the company may terminate your employment at any time. This letter is not intended to be a contract for any specified period of time, nor does it otherwise alter your status as an employee "at will."

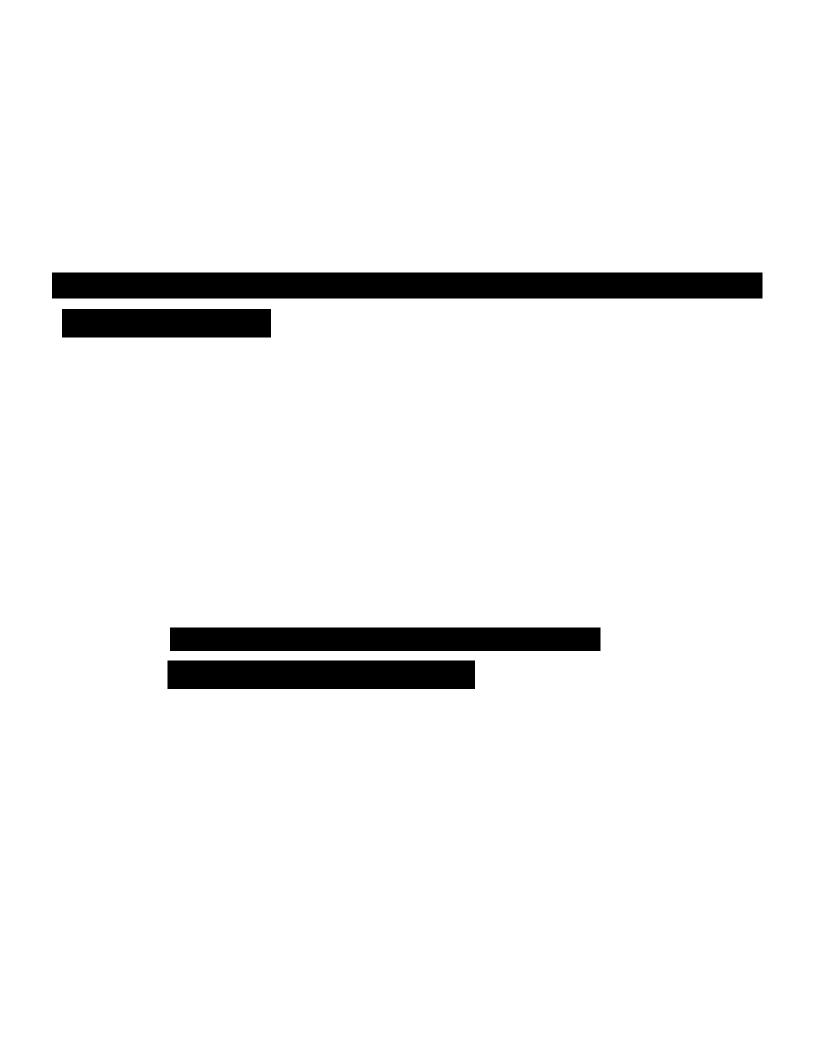
This offer of employment is conditioned upon our receipt of proof of your legal eligibility to work in the United States, the successful completion of all background and reference checks and eligibility in accordance with applicable laws, regulations and ordinances.

Following your acceptance of this offer, you will be given additional information about our Company, including, but not limited to, our policies and procedures, your duties, responsibilities, our expectations for this position. You will be required to comply with our company's policies and procedures, which includes confidentiality, non-disclosure, electronic communications, devices, storage, use and transmission of Company information and those policies and procedures that adhere to applicable cannabis regulations.

By signing below, you accept the terms and conditions of this employment offer
--

Sincerely,

Elemental Beachside Inc.



Date: 6 - 3 - 19

Name: Novreece Dixon

Re: Employment Offer

Dear Novieece

Thank you for expressing an interest in working for Elemental Beachside Inc. and our dispensary. We are pleased to notify you of our offer in having you work at our dispensary in the capacity of \_\_\_\_\_\_\_\_. This letter sets forth the terms of the offer, which should you accept, will govern your employment. Your anticipated start date is \_\_\_\_\_\_\_.

As a full-time employee, you will receive the following benefits: one-week paid vacation in your first year; two weeks paid vacation every year thereafter, three paid sick days, five paid holidays, and medical, dental, vision and life insurance benefits after a 90-day probationary period.

Elemental Beachside Inc. is an "at will employer," which means that either you or the company may terminate your employment at any time. This letter is not intended to be a contract for any specified period of time, nor does it otherwise alter your status as an employee "at will."

This offer of employment is conditioned upon our receipt of proof of your legal eligibility to work in the United States, the successful completion of all background and reference checks and eligibility in accordance with applicable laws, regulations and ordinances.

Following your acceptance of this offer, you will be given additional information about our Company, including, but not limited to, our policies and procedures, your duties, responsibilities, our expectations for this position. You will be required to comply with our company's policies and procedures, which includes confidentiality, non-disclosure, electronic communications, devices, storage, use and transmission of Company information and those policies and procedures that adhere to applicable cannabis regulations.

By signing below, you accept the terms and conditions of this employment offer.

Sincerely,

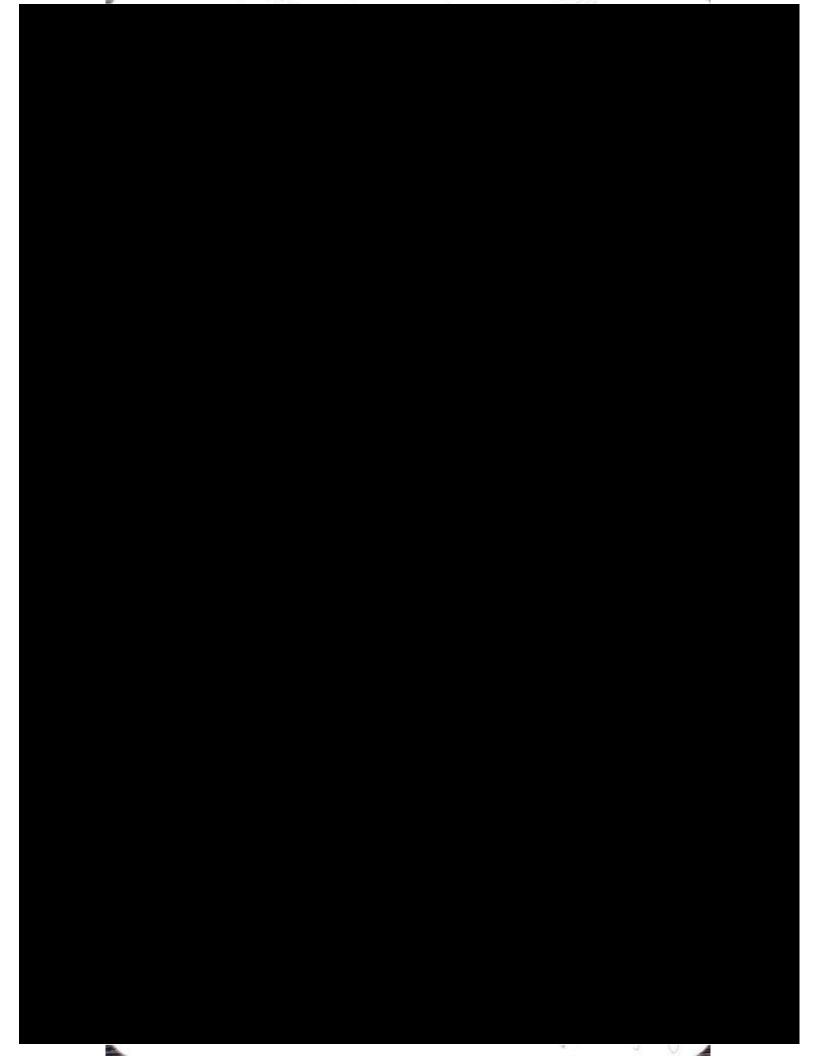
Elemental Beachside Inc.

Employee

Company

0/3/14 Date

Date



## Standard Application for Employment

It is our policy to comply with all applicable state and federal laws prohibiting discrimination in employment based on race, age, color, sex, religion, national origin, disability or other protected classifications.

Please carefully read and answer all questions. You will not be considered for employment if you fail to completely answer all the questions on this application. You may attach a résumé, but all questions must be answered. "Employer" Position applying for Cherron Gras Station Position applying for Cashier PERSONAL DATA Name (last, first, middle) Alexander Brice Lelcus. State Zip Cellular Telephone Number Business Telephone Number Do you have a High School Diploma or GED? Date you can start work Currently Employed? Y/N You No 🗆 ASAP POSITION INFORMATION Check all that you are willing to work Hours: **Full Time** Swing Status: Graveyard Part Time Temporary Weekends Yes Y Are you authorized to work in the U.S. on an unrestricted basis? Have you ever been convicted of a felony? (Convictions will not necessarily disqualify an applicant for employment.) Yes No Have you been told the essential functions of the job or have you been viewed a copy of the job description listing the essential functions of the job? Can you perform these essential functions of the job with or without reasonable accommodation? (1) QUALIFICATIONS Please list any education or training you feel relates to the position applied for that would help you perform the work, such as schools, colleges, degrees, vocational or technical programs, and military training. School Name Degree Address/City/State School School Other SPECIAL SKILLS List any special skills or experience that you feel would help you in the position that you are applying for (leadership, organizations/teams, etc. Microsoft Word. Microsoft Excel, Powerpoint Please list three professional references not related to you, with full name, address, phone number, and relationship. If you don't have three professional references, then list personal, unrelated references. Name Address/City/State Phone Relationship Olden

WORK HISTORY Start with your present or most recent employe	ment and work ba		INCLUDE PAID AND UNPAID POSITIONS)
Job Title #1 Casher	Start Date (mo/	day/yr) 8/2019	End Date (mo/day/yr) Present
Company Name Cherron Gas Station	Supervisor's No	MINISTER RESPONDED TO MINISTER PLANT CONTRACT THE PERSON NAMED IN CONTRACT OF THE PERSON NAMED	Phone Number
City Marina, CA 98933	State		Zip 93933
City Marina, CA 98933  Duties Cashier, Assiting custom duties Cash Handling/Saf	e Drops	m transaction	ns. Customer Service
Reason for Leaving Strill Employed	man au 1909 a' consymerem de person à 1200 a mil ann	Starting Salary	Ending Salary
May we contact your present employer?	Ves 🛂	No 🔲 N/A 🗌	
Job Title #2	Start Date (mo/	day/yr)	End Date (mo/day/yr)
Company Name	Supervisor's N	ame	Phone Number
City	State		Zip
Duties:			
Reason for Leaving		Starting Salary	Ending Salary
Job Title #3	Start Date (mo/	(day/yr)	End Date (mo/day/yr)
Company Name	Supervisor's N	ame	Phone Number
City	State		Zip
Duties:	-		
Reason for Leaving		Starting Salary	Ending Salary
Job Title #4	Start Date (mo.	/day/yr)	End Date (mo/day/yr)
Company Name	Supervisor's N	ame	Phone Number
City	State	Δ.	Zip
Duties:			•
Reason for Leaving		Starting Salary	Ending Salary
I certify that the facts set forth in this Application for En			

set forth in this application and release the Employer from any liability. The employer may contact any listed references on this application.

I acknowledge and understand that the company is an "at will" employer. Therefore, any employee (regular, temporary, or other type of category employee) may resign at any time, just as the employer may terminate the employment relationship with any employee at any time, with or without cause, with or without notice to the other party.

Applicant Signature

June 4. 2019

Date: 6 4-19
Name: Bruce Le Le Va

Re: Employment Offer

Dear DIVCE

Thank you for expressing an interest in working for Elemental Beachside Inc. and our dispensary. We are pleased to notify you of our offer in having you work at our dispensary in the capacity of  $\underline{Sales}$   $\underline{OSSoc}$ . This letter sets forth the terms of the offer, which should you accept, will govern your employment. Your anticipated start date is  $\underline{TDD}$ .

As a full-time employee, you will receive the following benefits: one-week paid vacation in your first year; two weeks paid vacation every year thereafter, three paid sick days, five paid holidays, and medical, dental, vision and life insurance benefits after a 90-day probationary period.

Elemental Beachside Inc. is an "at will employer," which means that either you or the company may terminate your employment at any time. This letter is not intended to be a contract for any specified period of time, nor does it otherwise alter your status as an employee "at will."

This offer of employment is conditioned upon our receipt of proof of your legal eligibility to work in the United States, the successful completion of all background and reference checks and eligibility in accordance with applicable laws, regulations and ordinances.

Following your acceptance of this offer, you will be given additional information about our Company, including, but not limited to, our policies and procedures, your duties, responsibilities, our expectations for this position. You will be required to comply with our company's policies and procedures, which includes confidentiality, non-disclosure, electronic communications, devices, storage, use and transmission of Company information and those policies and procedures that adhere to applicable cannabis regulations.

WORK Job T Compar

City

Duties

Mar

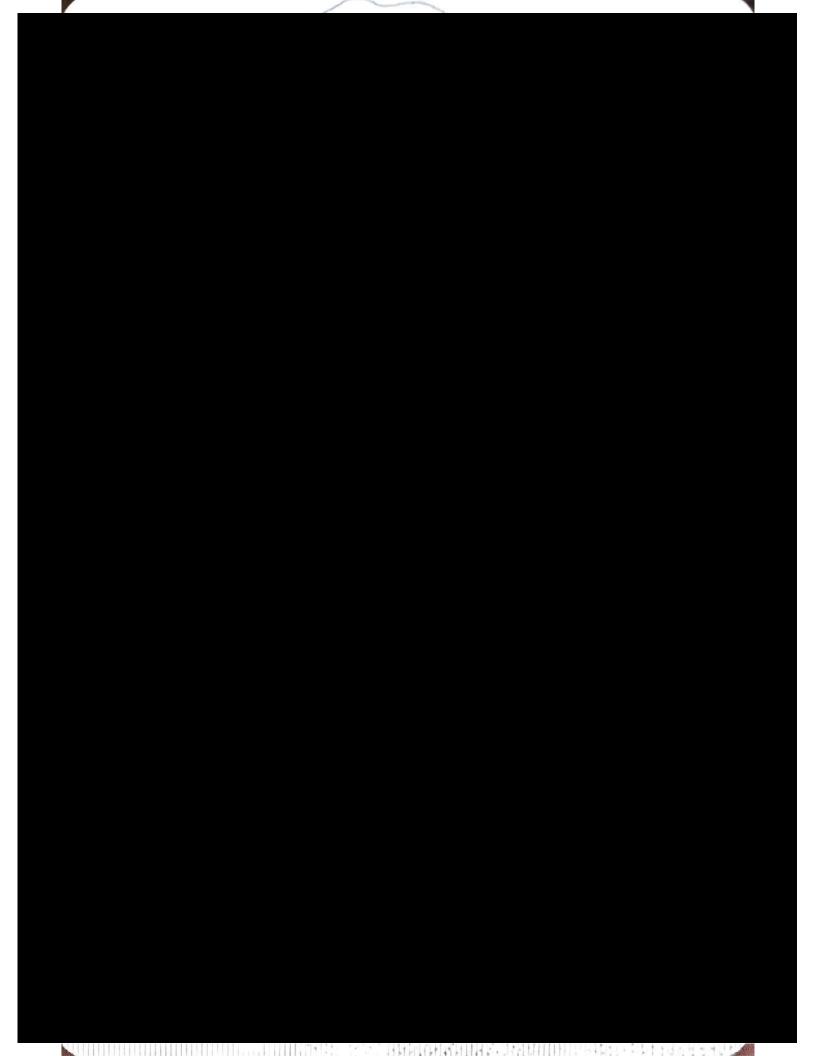
Reas

By signing below, you accept the terms and conditions of this employment offer.

Sincerely,

Elemental Beachside Inc.

Employee



Appendix 2: Labor Peace Agreement



### **John Nunes**

President

### **Jack Landes**

Secretary - Treasurer

#### Main Office:

www.ufcw5.org

United Food & Commercial Workers Union, Local 5 28870 Mission Blvd. Hayward, CA 94544 (510) 889-0870 Fax: (510) 889-6415 Toll Free: (877) 655-FIVE

240 South Market Street San Jose, CA 95113-2382 (408) 998-0428 Fax: (408) 971-8355

208 Miller Avenue So. San Francisco, CA 94080 (650) 871-5730 Fax: (650) 871-3590

4121 Alhambra Ave. Martinez, CA 94553 (925) 228-8800 Fax: (925) 228-8355

1145 North Main St. Salinas, CA 93906 (831) 757-3094 Fax: (831) 757-9115

323 Geary Street, Room 709 San Francisco, CA 94102 (415) 693-0143 Fax: (415) 693-9352

85 Galli Drive, Suite H Novato, CA 94949 (415) 883-6833 Fax: (415) 883-1043

840 E Street, Suite 8 Eureka, CA 95501 (707) 442-1751 Fax: (707) 442-9572 November 11, 2019

Mayor Bruce Carlos Delgado Council Member Frank O'Connell Council Member Gail Morton Council Member Lisa Berkley Council Member Adam Urrutia City of Marina – City Hall 211 Hillcrest Avenue Marina, CA 93933

Re: Shryne Group, Inc. DBA Stiiizy

Dear Honorable Delgado, O'Connell, Morton, Berkley, Urrutia:

We're happy to inform you UFCW 5 has reached a Labor Peace Agreement (attached) with the Shryne Group, Inc. dba Stiiizy. The Company has a cannabis retail application located at 3170 Del Monte Blvd, Marina, CA.

UFCW wholeheartedly supports their application.

For years, the founders of the Shryne Group have been quietly building a portfolio of cannabis assets up and down the Golden State. The Company is singularly focused on creating value for consumers and the communities in which it operates, and having a well-represented workforce is pivotal to that cause. The Company has a track record of community giving, and currently operates eight licensed cannabis facilities from Humboldt County to Los Angeles, including two retail sites; one in San Francisco and one in Los Angeles. The Company is scheduled to open seven more stores before the end of the year representing a sizable workforce in our state.

UFCW 5 has long established a value for workers in other union-represented industries. UFCW members have fought to establish the highest standards in the retail, grocery, pharmacy, and food processing industry. UFCW and local 5 are working hard every day to ensure that workers in the cannabis industry have access to the same wages, benefits, and training programs that will provide for a secure job and career in the cannabis industry. In Shryne Group, we have found a willing and long-term partner.

Stiiizy is to hire 100 percent local residents of Marina and provide a living wage and benefits. For entry-level positions, Stiiizy will provide a wage of \$18 per hour, 50 percent higher than California's \$12 minimum wage. Full-time employees will receive 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.

Professionalizing the cannabis industry and working with partners to lift up all the workers in the industry will bring stability to our communities. We believe Shryne Group is a leader in this regard.

Thanks for your consideration.

Sincerely,

Jim Araby

Director of Strategic Campaigns

Cc: City Clerk
Mariyln Lidyoff, Economic Development Coordinator
Layne Long, City Manager
Matt Mogenson,



SGI Marina, LLC. dba Stiiizy

# APPLICANT BACKGROUND INFORMATION

Brian Mitchell, Owner Joseph LoMonaco, Owner Daniel Fried, Owner Harmony D'Angelo, Owner Amado Magistrado, Owner Jose Pecho, Community Outreach Director

## TABLE OF CONTENTS

Applicant Background Information	1
Brian Mitchell, Owner	4
Live Scan	4
Background Application	6
Photographs	8
Social Security Card	8
Driver's License	8
Proof of Current Address	9
Resume	
Jose Pecho, Community Outreach Director	
Live Scan	
Background Application	14
Photographs	16
Social Security Card	16
Driver's License	16
Proof of Current Address	
Resume	18
Live Scan	20
Background Application	21
Photographs	23
Social Security Card	23
Driver's License	23
Proof of Address	24
Resume	25
Daniel Fried, Owner	27
Live Scan	27
Background Application	28
Photographs	30
Social Security Card	30
Driver's License	30
Proof of Address	31
Resume	32
Harmony D'Angelo, Owner	33

Live Scan	
Background Application	34
Photographs	36
Social Security Card	36
Driver's License	36
Proof of Address	37
Resume	38
Amado Magistrado, Owner	40
Live Scan	40
Background Application	41
Photographs	43
Social Security Card	43
Driver's License	43
Proof of Address	44
Resume	45

### BRIAN MITCHELL, OWNER

### Live Scan

STATE OF CALIFORNIA	DEPARTMENT OF JUSTICE
BCIA 8018 (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 Licenso/Certification/Permit OR Working Title (Maximum 30 characters	- If assigned by DOJ, use exect fife assigned)
Contributing Agency Information:	
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:	2. 11.11.
Last Name	First Name Middle Initial Suffix
	First Marine
Other Name (AKA or Alias) Last	First Suffix
Sex / Male Female	Driver's License Number
Date of Birth	
Height Weight Eye Color Hair Color	Billing Number
	(Agency Billing Number) Misc.
Place of Birth (State or Country) Social Security Number	Number (Other Identification Number)
Home	
Address Street Address or P.O. Box HOW LONG AT RESIDENCE	City PHONE #
HOW BONG AT ABBIDINGS 114	
Your Number:	Level of Service: DOJ Z FBI
OCA Number (Agency Identifying Number)	
If re-submission, list original ATI number: (Must provide proof of rejection)	Original ATI Number
(Must provide proof of rejection)	
Employer (Additional response for agencies specified by statute)	):
•	Dall Code (Fine Bolt and South DO)
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
cmpp 5-14	ATI Number Amount Collected Billed
Transmitting Agency LSID \	All Number Amount Collected/Billed
ORIGINAL - Live Scan Operator SECOND COPY - Ap	plicant THIRD COPY (if needed) - Requesting Agency
Q <sub>1,12</sub> representable a, it is an in	, approximately section of the secti
	and the state of t

### Live Scan Receipts



City of Marina 211 Hillcrest Avenue Marina, CA 93933	
Date: 05/21/2019 Receipt: 2019-0000467C Cashier: Teresa Garcia Received From: Shryne Group Inc DB/ 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	1
Have a nice day!	
Customer Copy	

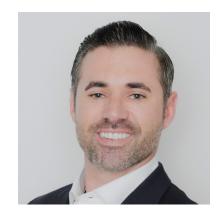
### **Background Application**

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** IN THE BUSINESS, ARE YOU AN: (CHOOSE ONE) BADGE ID REQUEST CANNABIS BUSINESS NAME/DBA Shryne Group, Inc. dba Stiiizy Owner/Principal 🗆 Employee ☐ ID Request STATE BUSINESS LICENSE NUMBER (if known) BUSINESS ADDRESS, CITY, STATE, ZIP CODE 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 WEIGHT 180 lbs. HAIR 5'10" Brown Hazel Male 🗌 Female T YOUR CURRENT HOME ADDRESS, CITY, ZIP CODE (NO P.O. BOXES ALLOWED) 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 N/A N/A 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 DATE / TIME \$ FEE AMOUNT PAID CITY STAFF'S NAME CITY DEPARTMENT Cannabis Business Employee/Owner Background Application 1

DocuSign Envelope ID: B4916BBB-61D2-400D-BA10-1B87A163FCD5 CRIMINAL HISTORY (cont.) ARREST DATE ARRESTING AGENCY / LOCATION / COURT NAME REASON FOR ARREST / VIOLATION CODE N/A N/A N/A DISPOSITION (WHAT WAS THE OUTCOME OF THE CASE: Were you sentenced? Did you have to pay a fine? Probation? Parole? Etc.) N/A ARREST DATE REASON FOR ARREST / VIOLATION CODE ARRESTING AGENCY / LOCATION / COURT NAME N/A N/A N/A 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 N/A N/A N/A DISPOSITION (WHAT WAS THE OUTCOME OF THE CASE: Were you sentenced? Did you have to pay a fine? Probation? Parole? Etc.) N/A PRIOR REGULATED CANNABIS EMPLOYERS BUSINESS NAME CITY / STATE PHONE START DATE END DATE BCOK, Inc. dba La Corona San Francisco, CA (415)926-5982 2/15/2015 Present Wellness N/A N/A N/A N/A N/A STATEMENT OF PERJURY DECLARE UNDER THE PENALTY OF PERJURY, UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE FOREGOING IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. APPLICANT SIGNATURE JOB TITLE (POSITION ON THE APPLICATION) DATE 5/14/2019 Brian Mitchell Owner / Managing Director **CRIMINAL BACKGROUND & CREDIT HISTORY INVESTIGATION RELEASE** To Whom It May Concern: I am an applicant/employee of a Commercial Cannabis Business in the City of Marina. I desire and request the City Manager, or Chief of Police of the City of Marina, and/or his/her agents, employee or lawful representative(s) to take my photograph and fingerprints or use the information in this application for the purpose of conducting a criminal background check to verify that I meet the qualifications required to obtain a Commercial Cannabis Business Permit to operate or to be employed with such business as required by the City Municipal Code and State Law. I agree to provide any information requested or deemed necessary to provide to the State of California Department of Justice and the Federal Bureau of Investigation, or any other law enforcement agency or third-party consultant authorized by the City Manager or Chief of Police. I understand this will serve to disclose any record of arrests to which I have been the subject that resulted in conviction. I further agree to hold the City of Marina its officers, agents, or lawfully delegated representatives, harmless from any action(s) or damages whatsoever or at all which may result from the taking of such fingerprints or forwarding them to the appropriate law enforcement agency for a record check and/or obtaining access to any other documentation which pertains to meeting the qualification for a Commercial Cannabis Business Permit or Employee Permit. Furthermore, I hereby authorize the City Manager or Chief of Police of the City and/or his/her agents, employee or lawful representative(s) to obtain and review my consumer credit report and/or any other credit related information pertaining to me. By signing this form, I acknowledge and agree to comply with all the conditions and terms of this application. I also understand that falsifying and/or omitting any information on this application may be grounds for denial of a permit or is grounds for termination of employment per the Marina Ordinance. APPLICANT SIGNATURE APPLICANT NAME (PRINT) 5/14/2019 Brian Mitchell Brian Mitchell Cannabis Business Employee/Owner Background Application 2

### Photographs





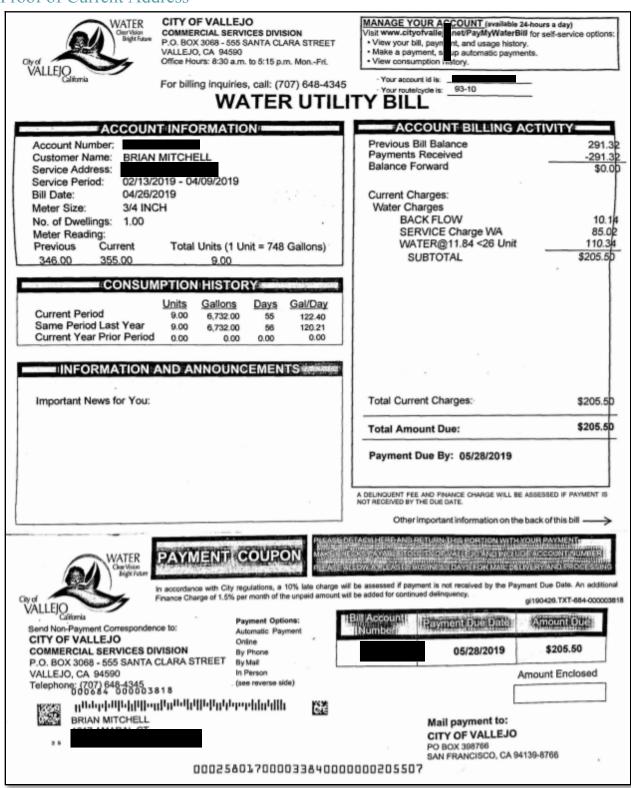
Social Security Card



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.

_	- 1						
_	_			7	t۱	$\sim$	1
$\Gamma$	u	10.0	и	а.		5.2	

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

Brian Mitchell Page 2 of 2

## Jose Pecho, Community Outreach Director Live Scan

STATE OF CALIFORNIA  BOAYSTIS  (xig. 04/2001; rev. 01/2011)	DEPARTIMEN	AT OF ASSIGN
REQUEST FO	R LIVE SCAN SERVICE	
pplicant Submission		
1300 RI (Code assigned by DOJ)	Cannabia Authorized Applicant Type	•
ype of License/Certification/Permit OR Working Title (Madmum 30 cf	haracters - If assigned by DOJ. use exact the antiqued	
contributing Agency Information:		
MARINA POLICE DEPARTMENT	00422	
gency Authorized to Receive Criminal Record Information	Mail Code (five-digit code assigned by DOJ)	
treet Address or P.O. Box	MARIA ESPARZA  Contact Name (mandatory for all school submissions)	
MARINA CA 93933	(831) 884-1293	
State ZIP Code	Contact Yelephone Number	
pplicant Information:	Zie A Sic	sr.
ast Name NA	First Name Middle Initial	Suffix
ther Name	First	Suffix
KA or Alias) Last	First	Sumx
ate of Birth Sex Male Female	Driver's License number	
5/8" 160 lbs Brown Black		
3/0 200 103 BIOMII	Billing	
Fue Color Hair Color	Number (Agency Billing Number)	
Fig. Color Hair Color	Billing Number (Agency Biting Number) Misc. Number	
ace of Birth (State or Country)  Brown  Eas Color  Hair Color  Social Security Number	Number (Agency Billing Number)	
ace of Birth (State or Country)  Social Security Number  Street Address or P.O. Box	Billing Number  (Agency Biting Number)  Misc. Number  (Other Identification Number)  City  State  ZIP Co	ode
ace of Birth (State or Country)  Social Security Number	Billing Number (Agency Biting Number) Misc. Number (Other Identification Number)	ode
lace of Birth (State or Country)  Social Security Number  Street Address or P.O. Box HOW LONG AT RESIDENCE 3 Years	Billing Number  (Agency Biting Number)  Misc. Number  (Other Identification Number)  City  PHONE # State ZIP Co	ode
Race of Birth (State or Country)  Social Security Number  Street Address or P.O. Box HOW LONG AT RESIDENCE 3 Years  our Number:	Billing Number  (Agency Biting Number)  Misc. Number  (Other Identification Number)  City  State  ZIP Co	ode
lace of Birth (State or Country)  Social Security Number  Street Address or P.O. Box HOW LONG AT RESIDENCE 3 Years	Billing Number  (Agency Biting Number)  Misc. Number  (Other Identification Number)  City  PHONE # State ZIP Co	ode
ace of Birth (State or Country)  Social Security Number  Street Address or P.O. Box HOW LONG AT RESIDENCE 3 Years  OUR Number (Agency Identifying Number)	Billing Number  Misc. Number  (Coner identification Number)  City  PHONE #  Level of Service:   DOJ FBI	ode
lace of Birth (State or Country)  Social Security Number  Street Address or P.O. Box HOW LONG AT RESIDENCE 3 Years  OCA Number (Agency Identitying Number)  re-submission, list original ATI number:	Billing Number  (Agency Biting Number)  Misc. Number  (Other Identification Number)  City  PHONE # State ZIP Co	ode
Place of Birth (State or Country)  Social Security Number  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:  //ust provide proof of rejection)	Billing Number  Misc. Number  (Other Identification Number)  City  PHONE # State ZIP Co	ode
Place of Birth (State or Country)  Social Security Number  Street Address or P.O. Box HOW LONG AT RESIDENCE 3 Years	Billing Number  Misc. Number  (Other Identification Number)  City  PHONE # State ZIP Co	ode
Race of Birth (State or Country)  Social Security Number  Street Address or P.O. Box HOW LONG AT RESIDENCE 3 Years  OCA Number (Agency Identifying Number)  Te-submission, list original ATI number:  Must provide proof of rejection)  Imployer (Additional response for agencies specified by state)	Billing Number  Misc. Number  (Other Identification Number)  City  PHONE # State ZIP Co	ode
Place of Birth (State or Country)  Social Security Number  Street Address or P.O. Box HOW LONG AT RESIDENCE 3 Years  OCA Number (Agency Identifying Number)  Te-submission, list original ATI number:  Aust provide proof of rejection)  Imployer (Additional response for agencies specified by sta	Billing Number  Misc. Number  (Other Identification Number)  City PHONE # State ZIP Co  Level of Service: \( \times \) DOJ \( \times \) FBI  Original ATI Number	ode
Hair Color  Hair C	Billing Number  Misc. Number  (Other Identification Number)  City PHONE # State ZIP Co  Level of Service: \( \times \) DOJ \( \times \) FBI  Original ATI Number	ode
lace of Birth (State or Country)  Social Security Number  Street Address or P.O. Box HOW LONG AT RESIDENCE 3 Years  OCA Number (Agency Identitying Number)  re-submission, list original ATI number: flust provide proof of rejection)  mployer (Additional response for agencies specified by stamployer Name	Billing Number  Misc. Number  (Other lidestrication Number)  City PHONE F  Level of Service: DOJ FBI  Original ATT Number  State  Mall Code (five digit code assigned by DOJ)	ode
Fisco Color  Hair	Billing Number  Misc. Number  (Other Identification Number)  City PHONE # State ZIP Co  Level of Service: \( \times \) DOJ \( \times \) FBI  Original ATI Number	ode
Race of Birth (State or Country)  Social Security Number  Street Address or P.O. Box HOW LONG AT RESIDENCE 3 Years  OUR Number:  OCA Number (Agency Identitying Number)  re-submission, list original ATI number:  Must provide proof of rejection)  Imployer (Additional response for agencies specified by state)  Imployer Name  Treet Address or P.O. Box  Ity State ZIP Code	Billing Number  Misc. Number  (Other lidestrication Number)  City PHONE F  Level of Service: DOJ FBI  Original ATT Number  State  Mall Code (five digit code assigned by DOJ)	ode
Place of Birth (State or Country)  Social Security Number  Street Address or P.O. Box HOW LONG AT RESIDENCE 3 Years  OUR Number (Agency Identitying Number)  Tre-submission, list original ATI number:  Must provide proof of rejection)  Imployer (Additional response for agencies specified by state)  Imployer Name  Treet Address or P.O. Box  Ity State ZIP Code	Billing Number  Misc. Number  (Other lidestrication Number)  City PHONE F  Level of Service: DOJ FBI  Original ATT Number  State  Mall Code (five digit code assigned by DOJ)	ode
Place of Birth (State or Country)  Social Security Number  Street Address or P.O. Box HOW LONG AT RESIDENCE 3 Years  OUR Number (Agency Identifying Number)  Tre-submission, list original ATI number: Must provide proof of rejection)  Imployer (Additional response for agencies specified by stample)  Imployer Name  Treet Address or P.O. Box  Ity  State  ZIP Code	Billing Number  Misc. Number  (Other Identification Number)  City  PHONE # State ZIP Co  Level of Service: DOJ   FBI  Original ATT Number  Intute):  Mall Code (five digit code assigned by DOJ)  Telephone Number (eptional)	ode
Place of Birth (State or Country)  Social Security Number  Street Address or P.O. Box HOW LONG AT RESIDENCE 3 Years  OUR Number (Agency Identitying Number)  Tre-submission, list original ATI number:  Must provide proof of rejection)  Imployer (Additional response for agencies specified by state)  Imployer Name  Treet Address or P.O. Box  Ity State ZIP Code	Billing Number  Misc. Number  (Other lidestrication Number)  City PHONE F  Level of Service: DOJ FBI  Original ATT Number  State  Mall Code (five digit code assigned by DOJ)	ode
Street Address or P.O. Box Bour Number:  OCA Number (Agency Identifying Number)  Tre-submission, list original ATI number:  Itust provide proof of rejection)  Imployer (Additional response for agencies specified by stansployer Name  Treet Address or P.O. Box  Street Address or P.O. Box  State  Tip Code	Billing Number  Misc. Number  (Other Identification Number)  City  PHONE # State ZIP Co  Level of Service: DOJ   FBI  Original ATT Number  Intute):  Mall Code (five digit code assigned by DOJ)  Telephone Number (eptional)	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

SEX AGE 59 AGE AS IS    SEX   SAGE	hryne Group, Inc. SINESS ADDRESS, CITY, STATE, 170-3174 Del Monte	ZIP CODE	1		ARE YOU AN	: (CHOOSE (	ONE) BAD	GE ID REQUEST	
APPLICANT INFORMATION  Social Security Number  Social Security Number  LAST NAME ON SOCIAL SECURITY CARD Pech  Pech  JOSe  AGE  MIDDLE NAME ON SOCIAL SECURITY CARD JOSe  LAST NAME ON SOCIAL SECURITY CARD JOSe  LAST NAME ON DRIVER'S LICENSE Pech  LAST NAME ON DRIVER'S LICENSE Pech  JOSe  AS is  SEX  Male   Female   First NAME ON DRIVER'S LICENSE Pech  TANN OTHER NAMES YOU HAVE EVER USED [Maiden, Married, Nicknames, etc.) N/A  CRIMINAL HISTORY  List all arrests or convictions other than infractions for traffic violations.  ADDITIONAL SPACE IS NEEDED, ATTACH EXTRA SHEETS TO THIS APPLICATION. PLEASE READ THE APPLICATION CAREF WY FALSE OR MISLEADING STATEMENTS, OR OMISSIONS ON THIS APPLICATION OR ON THE COMMERCIAL CANNABIS BUS PPLICATION, SHALL BE GROUNDS FOR DISQUALIFICATION.  ARREST DATE N/A  ARRE	SINESS ADDRESS, CITY, STATE, 170–3174 Del Monte	ZIP CODE		Owner/Pr			NE) BADGE ID REQUEST		
APPLICANT INFORMATION  LAST NAME ON SOCIAL SECURITY CARD PICK NAME ON SOCIAL SECURITY CARD JOSE  LAST NAME ON SOCIAL SECURITY CARD JOSE  LAST NAME ON DRIVER'S LICENSE PECHO  LAST NAME ON DRIVER'S LICENSE PECHO  SEX JOSE  AS 15  SEX JOSE  AS 15  AS 15  AS 15  AS 15  AS 15  CELL PHONE #  LANGUAGES SPOKEN English, Tagalo  CRIMINAL HISTORY  List all arrests or convictions other than infractions for traffic violations.  ADDITIONAL SPACE IS NEEDED, ATTACH EXTRA SHEETS TO THIS APPLICATION. PLEASE READ THE APPLICATION CAREFY PLICATION, SHALL BE GROUNDS FOR DISQUALIFICATION.  ARREST DATE  N/A  ARREST DATE  ARREST DATE  N/A  ARREST DATE  AST NAME ON SOCIAL SECURITY CARD  FIRST NAME ON SOCIAL SECURITY CARD  A PICK OF PICK OF A STATEMENTS, OR OMISSIONS ON THIS APPLICATION OR ON THE COMMERCIAL CANNABIS BUS PPLICATION, SHALL BE GROUNDS FOR DISQUALIFICATION.  ARREST DATE  N/A  ARREST DATE  ARRESTING AGENCY / LOCATION / COURT NAME  N/A  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	170-3174 Del Monte			☐ Owner/Principal			e		
Social Security Number    LAST NAME ON SOCIAL SECURITY CARD   JOSE	Social Security Numb		93933			STATE BU	ISINESS LICENSE	NUMBER (if known	
Social Security Number    LAST NAME ON SOCIAL SECURITY CARD JOSE	Social Security Numb		ADDI ICANT INI	ODNANTION	J				
Social Security Number  Pecho  Jose  A  LAST NAME ON DRIVER'S LICENSE Pecho  JOSE  AS is  SEX  MIDDLE NAME ON DRIVER'S LICENSE Pecho  JOSE  AS is  MIDDLE NAME ON DRIVER'S LICENSE AS is  CELL PHONE #  CELL PHONE #  LIST ANY OTHER NAMES YOU HAVE EVER USED (Maiden, Married, Nicknames, etc.)  CRIMINAL HISTORY  List all arrests or convictions other than infractions for traffic violations.  ADDITIONAL SPACE IS NEEDED, ATTACH EXTRA SHEETS TO THIS APPLICATION. PLEASE READ THE APPLICATION CAREF BY FALSE OR MISLEADING STATEMENTS, OR OMISSIONS ON THIS APPLICATION OR ON THE COMMERCIAL CANNABIS BUS PLICATION, SHALL BE GROUNDS FOR DISQUALIFICATION.  ARREST DATE N/A  DISPOSITION (WHAT WAS THE OUTCOME OF THE CASE: Were you sentenced? Did you have to pay a fine? Probation? Parole? Etc.) N/A  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	Social Security Numb	LAST NAME (				IDITY CARD	MIDDLE NAME O	NI SOCIAL SECURITY OF	
SEX AGE 59 AGE AS 1 SOUTH AS 1 AS 1 AGE		Social Security Number				RITYCARD			
SEX AGE SON FOR ARREST / VIOLATION CODE NAME N/A  ARREST DATE N/A  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  CITY STAFF USE ONLY		LAST NAM	LAST NAME ON DRIVER'S LICENSE		FIRST NAME ON DRIVER'S LICENSE		MIDDLE NAME ON DRIVER'S LICENS		
X Male   Female   59	tense #/sta	Pecho		Jose	Jose			Asis	
TANY OTHER NAMES YOU HAVE EVER USED (Maiden, Married, Nicknames, etc.)  CRIMINAL HISTORY  List all arrests or convictions other than infractions for traffic violations.  ADDITIONAL SPACE IS NEEDED, ATTACH EXTRA SHEETS TO THIS APPLICATION. PLEASE READ THE APPLICATION CAREFUL FALSE OR MISLEADING STATEMENTS, OR OMISSIONS ON THIS APPLICATION OR ON THE COMMERCIAL CANNABIS BUSEPLICATION, SHALL BE GROUNDS FOR DISQUALIFICATION.  ARREST DATE  N/A  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  CITY STAFF USE ONLY			BIRTH RAC	E HEIGHT				EYES	
CRIMINAL HISTORY  List all arrests or convictions other than infractions for traffic violations.  ADDITIONAL SPACE IS NEEDED, ATTACH EXTRA SHEETS TO THIS APPLICATION. PLEASE READ THE APPLICATION CARES BY FALSE OR MISLEADING STATEMENTS, OR OMISSIONS ON THIS APPLICATION OR ON THE COMMERCIAL CANNABIS BUS PLICATION, SHALL BE GROUNDS FOR DISQUALIFICATION.  ARREST DATE  N/A  DISPOSITION (WHAT WAS THE OUTCOME OF THE CASE: Were you sentenced? Did you have to pay a fine? Probation? Parole? Etc.)  N/A  DISPOSITION (WHAT WAS THE OUTCOME OF THE CASE: Were you sentenced? Did you have to pay a fine? Probation? Parole? Etc.)  N/A  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	X Male  Female 59	9	Asi	an 5'8"	150	lbs.	Black	Brown	
CRIMINAL HISTORY  List all arrests or convictions other than infractions for traffic violations.  ADDITIONAL SPACE IS NEEDED, ATTACH EXTRA SHEETS TO THIS APPLICATION. PLEASE READ THE APPLICATION CAREF IN FALSE OR MISLEADING STATEMENTS, OR OMISSIONS ON THIS APPLICATION OR ON THE COMMERCIAL CANNABIS BUS PLICATION, SHALL BE GROUNDS FOR DISQUALIFICATION.  ARREST DATE  N/A  DISPOSITION (WHAT WAS THE OUTCOME OF THE CASE: Were you sentenced? Did you have to pay a fine? Probation? Parole? Etc.)  N/A  ARREST DATE  N/A  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	YOUR CURRENT HOME ADDR	ESS. CITY. ZIP CODE (NO.P.O	D. BOXES ALLOWED)	-			CEI	LL PHONE #	
List all arrests or convictions other than infractions for traffic violations.  ADDITIONAL SPACE IS NEEDED, ATTACH EXTRA SHEETS TO THIS APPLICATION. PLEASE READ THE APPLICATION CAREFY FALSE OR MISLEADING STATEMENTS, OR OMISSIONS ON THIS APPLICATION OR ON THE COMMERCIAL CANNABIS BUST PLICATION, SHALL BE GROUNDS FOR DISQUALIFICATION.  ARREST DATE  N/A  DISPOSITION (WHAT WAS THE OUTCOME OF THE CASE: Were you sentenced? Did you have to pay a fine? Probation? Parole? Etc.)  N/A  ARREST DATE  N/A  ARREST DATE  N/A  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	IST ANY OTHER NAMES YOU HAVE EVER USED (Maiden, Married, Nicknames, etc.)  N/A								
ADDITIONAL SPACE IS NEEDED, ATTACH EXTRA SHEETS TO THIS APPLICATION. PLEASE READ THE APPLICATION CAREF BY FALSE OR MISLEADING STATEMENTS, OR OMISSIONS ON THIS APPLICATION OR ON THE COMMERCIAL CANNABIS BUS PLICATION, SHALL BE GROUNDS FOR DISQUALIFICATION.  ARREST DATE  N/A  DISPOSITION (WHAT WAS THE OUTCOME OF THE CASE: Were you sentenced? Did you have to pay a fine? Probation? Parole? Etc.)  N/A  ARREST DATE  N/A  ARREST DATE  N/A  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			CRIMINALI	HISTORY					
ARREST DATE ARRESTING AGENCY / LOCATION / COURT NAME N/A  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 N/A  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 N/A  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		List all arrests or co	onvictions other the	n infractions	for traffic	violations	<u>s.</u>		
N/A  DISPOSITION (WHAT WAS THE OUTCOME OF THE CASE: Were you sentenced? Did you have to pay a fine? Probation? Parole? Etc.)  N/A  ARREST DATE  N/A  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	IY FALSE OR MISLEADIN	G STATEMENTS, OR C	MISSIONS ON THE						
DISPOSITION (WHAT WAS THE OUTCOME OF THE CASE: Were you sentenced? Did you have to pay a fine? Probation? Parole? Etc.)  ARREST DATE  N/A  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	ARREST DATE	EST DATE ARRESTING AGENCY / LOCATION / COURT NAME REASON FOR ARR				OR ARREST /	REST / VIOLATION CODE		
ARREST DATE  N/A  ARRESTING AGENCY / LOCATION / COURT NAME  N/A  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	N/A	N/A	and a substitute of the tree		N/A	141 y 444 y 1			
N/A  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	DISPOSITION (WHAT WAS TH	HE OUTCOME OF THE CASE:	Were you sentenced? D	id you have to pa	y a fine? Pro	bation? Parc	ole? Etc.)		
N/A  CITY STAFF USE ONLY	N/A		ICY / LOCATION / COURT	ΓΝΑΜΕ		OR ARREST /	VIOLATION CO	DDE	
	DISPOSITION (WHAT WAS TI	HE OUTCOME OF THE CASE:	Were you sentenced? D	id you have to pa	y a fine? Pro	bation? Parc	ole? Etc.)		
			CITY STAFF U	JSE ONLY					
	DATE / TIME	\$ FEE AMOUNT PAID		RECEIPT #		CITY STAFF'S NAME		Y DEPARTMENT	

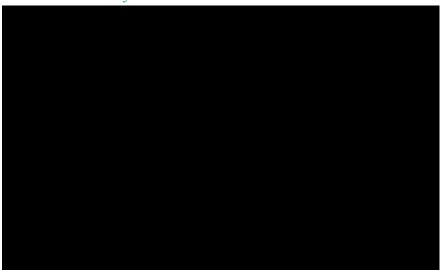
			CRIMINAL H	ISTORY (con	it.)				
	ARREST DATE N/A	ARRESTING AGEN					/ VIOLATION CODE		
3	DISPOSITION (WHAT WAS THE OUTCO	OME OF THE CASE	OF THE CASE: Were you sentenced? Did you have to pay a fine? Probation? Parole? Etc.)						
	ARREST DATE N/A	ARRESTING AGEN	CY / LOCATION / CO	N FOR ARREST / VIOLATION CODE					
4	DISPOSITION (WHAT WAS THE OUTCO	OME OF THE CASE	: Were you sentence	ed? Did you have to	o pay a fine? P	robation? Pa	role? Etc.)		
	ARREST DATE N/A	CY / LOCATION / CO	OURT NAME	REASON N/A	FOR ARREST	/ VIOLATION CODE			
5 DISPOSITION (WHAT WAS THE OUTCOME OF THE CASE: Were you sentenced? Did you have to pay a fine? Probation? Parole? Etc.) N/A							role? Etc.)		
		PRIOR	REGULATED (	CANNABIS EI	MPLOYER	S			
SUSI	NESS NAME	CITY / STATE		PHONE	STA	ART DATE	END DATE		
	OK, Inc. dba La Corona llness	San Franc	isco, CA			/15/2015	Present		
N	I/A	N/A		N/A	N/A		N/A		
			STATEMEN	T OF PERJUR	RY	,			
	CLARE UNDER THE PENALTY OF PERJUR	Y, UNDER THE LA	WS OF THE STATE O	F CALIFORNIA, THA	AT THE FOREG	OING IS TRUE	AND CORRECT TO THE BEST OF MY		
·NO	APPLICANT SIGNATURE		JOB TITLE (POSIT	ION ON THE APPLI	CATION)		DATE		
	Jose Pedio		Community O	utreach Dir	ector		5/23/2019		
•	3EE13836644240D								
	CRIMINA	L BACKGRO	UND & CREDI	T HISTORY I	NVESTIG	ATION RE	ELEASE		
. 0	Whom It May Concern:				s) to take n	ny photogra			
of inf ob Sta I ap Bu I u	the City of Marina, and/or his/ ormation in this application for the tain a Commercial Cannabis Businate Law. gree to provide any information re- reau of Investigation, or any other inderstand this will serve to disclose city of Marina its officers, agents	e purpose of co ess Permit to o equested or dee law enforceme e any record of	perate or to be e med necessary to nt agency or third arrests to which I	provide to the Sparty consultant	uch business State of Calif t authorized ubject that r	as required fornia Depai by the City resulted in c	I by the City Municipal Code and the Federa Manager or Chief of Police.  Onviction. I further agree to hole		
of inf ob Sta I ap Bu I u the ma ob Em	the City of Marina, and/or his/ ormation in this application for the tain a Commercial Cannabis Busing the Law.  Igree to provide any information re- greau of Investigation, or any other inderstand this will serve to disclose the City of Marina its officers, agents are result from the taking of such taining access to any other documents.	e purpose of co ess Permit to o equested or dee law enforceme e any record of , or lawfully del fingerprints or mentation whi	perate or to be e med necessary to nt agency or third arrests to which I egated representa forwarding them ch pertains to me	provide to the sparty consultant have been the spatty stations, harmless for the appropriecting the quality	state of Calif t authorized ubject that r from any act ate law enfo fication for	as required fornia Depai by the City resulted in c ion(s) or dai procement and a Commerce	I by the City Municipal Code and the Federa Manager or Chief of Police. onviction. I further agree to holimages whatsoever or at all whick gency for a record check and/o ial Cannabis Business Permit of		
of inf obox Star Bu I up the ma obox Em	the City of Marina, and/or his/ ormation in this application for the tain a Commercial Cannabis Businate Law. gree to provide any information or reau of Investigation, or any other inderstand 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	e purpose of co ess Permit to o equested or dee law enforceme e any record of , or lawfully del fingerprints or mentation whi	perate or to be e med necessary to nt agency or third arrests to which I egated representa forwarding them ch pertains to me r Chief of Police of	provide to the Sparty consultant have been the statives, harmless to the appropriecting the quality of the City and/or	state of Califit authorized ubject that refrom any act law enfection for refrorting the refronting the results of the results	as required fornia Depai by the City resulted in c ion(s) or dai orcement a a Commercents, employ	I by the City Municipal Code and the Federa Manager or Chief of Police. onviction. I further agree to holimages whatsoever or at all whick gency for a record check and/o ial Cannabis Business Permit of		
of infobo	the City of Marina, and/or his/ ormation in this application for the tain a Commercial Cannabis Busing the Law.  Igree to provide any information re- greau of Investigation, or any other inderstand this will serve to disclose the City of Marina its officers, agents they result from the taking of such taining access to any other documents.  In the City of Marina its officers, agents are result from the taking of such taining access to any other documents.	e purpose of co ess Permit to o equested or dee law enforceme e any record of , or lawfully del fingerprints or mentation whi City Manager o lit report and/or and agree to co	med necessary to nt agency or third arrests to which I egated representa forwarding them ch pertains to me r Chief of Police of any other credit mply with all the o	provide to the Sparty consultant have been the statives, harmless to the approprieting the quality of the City and/or related informatic conditions and to	State of Califit authorized ubject that refrom any activate law enforcation for refrontering this/her ageing pertaining this	as required fornia Depai by the City resulted in c ion(s) or dai orcement a a Commerci ents, employing to me. application.	I by the City Municipal Code and the Federa Manager or Chief of Police.  Onviction. I further agree to holomages whatsoever or at all whick gency for a record check and/o ial Cannabis Business Permit of the code of the cod		
of infoboto State But the material obtended by an Material Control of the control obtended by the cont	the City of Marina, and/or his/ ormation in this application for the tain a Commercial Cannabis Busing the Law.  If you have to discover the commercial cannabis Busing the Law.  If you have to discover the commercial cannabis Busing the City of Marina its officers, agents by result from the taking of such that the commercial cannabis access to any other documents of the commercial cannabis and review my consumer creations and review my consumer creating and this form, I acknowledge and/or omitting any information on the	e purpose of co ess Permit to o equested or dee law enforceme e any record of , or lawfully del fingerprints or mentation which City Manager of lit report and/or and agree to con this application	med necessary to nt agency or third arrests to which I egated representa forwarding them ch pertains to me r Chief of Police of any other credit mply with all the o	provide to the specific provide to the specific party consultant have been the statives, harmless to the appropriecting the quality of the City and/or related informatic conditions and to provide the providence of a period of the city and the conditions and the providence of the city and th	State of Califit authorized ubject that refrom any activate law enforcation for refrontering this/her ageing pertaining this	as required fornia Depai by the City resulted in c ion(s) or dai orcement a a Commerci ents, employing to me. application.	I by the City Municipal Code and the Federa Manager or Chief of Police.  Onviction. I further agree to holomages whatsoever or at all whick gency for a record check and/o ial Cannabis Business Permit of the code of the cod		

### Photographs





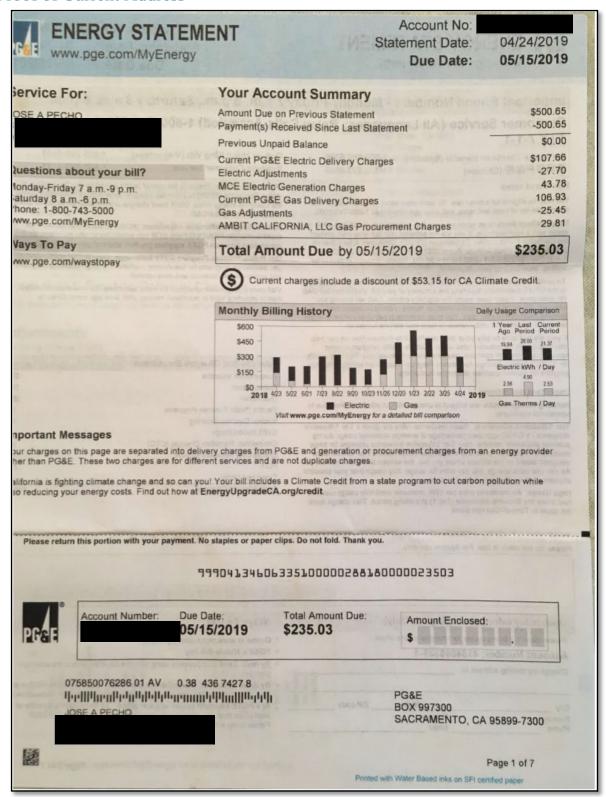
Social Security Card



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.

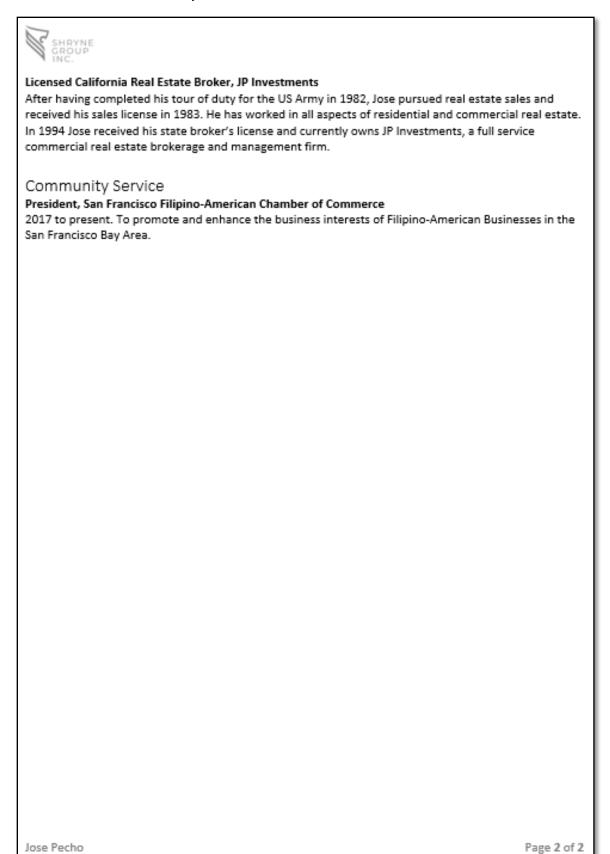
Jose is passionate about helping others. He volunteers as a community advocate across the state and has done so for the past 28 years for the underserved communities of color, the LGBTQ, Disabled Veterans, Senjors, Youth and others on a host of various issues, including social justice, economic and political 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



### Joseph LoMonaco, Owner

### Live Scan

STATE CFOULTLEMA BOX 918 ((c., 16200) to 20011)	оэм атимит оғышала
REQUEST FOR LIV	E SCAN SERVICE
plicant Submission	
300	License
(Code and great by COU)	Authorized Applicant Type
Cannobis pe of License Certification/Permit OR Worlding Tribs (Worlding Tribs)	Faceigned by DOLL row social is antigred)
ont/jouting Agency Information:	
ARINA POLICE DEPARTMENT  and Authorized to Receive Criminal Record Information	00422 Mill Code (DVs-digt code ass (Del by LOU)
1 HILLCREST AVE	MARIA ESPARZA
eef Address or P.O. Box	Contact Name (mandatory for all school submissions)
ARINA . CA 93933 y State 2:P Gode	(831) 834-4293 Contact Telephone Bumber
pl/cant information:	Tal
Menaco	First Name Middle Initial Sulfix
er Name	
(A or Affas) Last	Sunx
se or birch	Eriver's Heerise Munician /
510 185 Hazel Black	Dilling
igliz Weignt Byo Galon Hair Color	Number (Assets) Billing Number Milso.
ce of Birth (State of Obunity) Social Secondy Number	Number (Standardis-Hailer)
THE A CALABORY AND	
these Street Address of F.O. Box HOW LONG AT RESIDENCE LUZAGE C9, 98/6	PHONE &
	Level of Sarvicov   DOJ   FBI
rer Number; CCA Karber (Iganoy Marity)ng Nandwa)	Levet of Servico: 🔀 DOU 🐹 FBI
Control of Control Beauty of Lancon	
e-submission, list original ATI number:	Original ATI Number
lust provide proof of rejection)	A CONTRACTOR OF THE PROPERTY O
nployer (Additional response for agencies specified by statute):	
EUC No SouteS	Mat Good (twe digit under assigned by DEA)
985 Timothy Drive	
set Address or P.O. Box	
Sun 070 Se Ca 95/33	Telephone Number (optional)
-	
re Scan Transaction Completed By:	5115/19
m.&	Office 1
mo of Cperator PD	"I 13540J294 168
assirithing Agency LSID	ATI Number Amount College Pilitied

### **Background Application**



## 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 NAME/		CANNABIS B	USINESS	INFORMA	TION					
S IDIO DODIIALOO IAMINILA	/DBA		IN.	THE BUSINESS,	ARE YOU AN: (CHOOS	E ONE) B	ADGE ID REQUEST			
Elemental Beachside, Inc	c.			☑ Owner/Principal ☐ Employee ☐ ID Request						
BUSINESS ADDRESS, CITY, ST	ATE, ZIP CODE	Control of the second	THE STATE OF	STATE BUSINESS LICENSE NUMBER (if known)						
77 N. Almaden Ave. #	128 , San Jose, CA 9	5110			TO VI					
		APPLICA	NT INFO	RMATION						
Social Security N	dumber =	LAST NAME ON SOCIAL SECU	FIRST NAME ON	SOCIAL SECURITY CARD	MIDDLE NAME	MIDDLE NAME ON SOCIAL SECURITY CAR				
30cial security N	; diliber	LoMonaco		Jose	ph	Rayı	mond			
Driver's License	#/State	LAST NAME ON DRIVER'S	LICENSE	FIRST NAME	ON DRIVER'S LICENSE	MIDDLE NA	ME ON DRIVER'S LICENSE			
Diver 3 Electise	=>	LoMonaco	31,07,1	Jose	ph	R				
SEX	AGE	DATE OF BIRTH	RACE	HEIGHT	WEIGHT	HAIR	EYES			
☑ Male ☐ Female	54		w	5'10"	185 lb	Black	Hazel			
IST YOUR CURRENT HOME A 77 N. Almaden Ave. #:			IWED)				FLL PHONE #			
				T au	THE COLUMN TWO IS NOT THE COLUMN TWO					
IST ANY OTHER NAMES YOU	THAVE EVER USED (	ivialden, iviarried, Nicknam	es, etc.)	m m 220 (30)	RTH COUNTRY/STATE	Englis	GUAGES SPOKEN sh			
		CRIM	INAL HI	STORY						
. Compay social pl	List all a	rrests or convictions o	ther than	infractions f	or traffic violatio	ns.	tip our anodernon			
	IS NEEDED, AT	TACH EXTRA SHEETS	TO THIS							
ANY FALSE OR MISLEA	ADING STATEME BE GROUNDS FO	ENTS, OR OMISSIONS	ON THIS A	APPLICATION		MMERCIAL C	ANNABIS BUSINES			
ANY FALSE OR MISLEA APPLICATION, SHALL B ARREST DATE	ADING STATEME BE GROUNDS FO	ENTS, OR OMISSIONS OR DISQUALIFICATION	ON THIS A	APPLICATION	OR ON THE COI	MMERCIAL C	ANNABIS BUSINES			
ANY FALSE OR MISLEA APPLICATION, SHALL B ARREST DATE	ADING STATEME BE GROUNDS FO	ENTS, OR OMISSIONS OR DISQUALIFICATION	ON THIS A L. N / COURT N	APPLICATION	REASON FOR ARRES	VIMERCIAL C	ANNABIS BUSINES			
ANY FALSE OR MISLEA APPLICATION, SHALL B ARREST DATE	ADING STATEME BE GROUNDS FO	ENTS, OR OMISSIONS OR DISQUALIFICATION ESTING AGENCY / LOCATIO	ON THIS A L. N / COURT N	APPLICATION	REASON FOR ARRES	VIMERCIAL C	ANNABIS BUSINES			
ANY FALSE OR MISLEA APPLICATION, SHALL B ARREST DATE	ADING STATEME BE GROUNDS FO ARR VAS THE OUTCOME O	ENTS, OR OMISSIONS OR DISQUALIFICATION ESTING AGENCY / LOCATIO	ON THIS A	APPLICATION  AME  you have to pay	REASON FOR ARRES	MMERCIAL C	CODE			
ANY FALSE OR MISLEA APPLICATION, SHALL B  ARREST DATE  DISPOSITION (WHAT W  ARREST DATE	ADING STATEME BE GROUNDS FO ARR VAS THE OUTCOME O	ENTS, OR OMISSIONS OR DISQUALIFICATION SESTING AGENCY / LOCATIO  OF THE CASE: Were you sen	ON THIS A	AME  AME  AME	REASON FOR ARREST	role? Etc.)	CODE			
ANY FALSE OR MISLEA APPLICATION, SHALL B  ARREST DATE  DISPOSITION (WHAT W  ARREST DATE	ADING STATEME BE GROUNDS FO ARR VAS THE OUTCOME O	ENTS, OR OMISSIONS OR DISQUALIFICATION SESTING AGENCY / LOCATION OF THE CASE: Were you sen SESTING AGENCY / LOCATION OF THE CASE: Were you sen	ON THIS A	AME  AME  AME  AME  you have to pay	REASON FOR ARREST	role? Etc.)	CODE			

Cannabis Business Employee/Owner Background Application

	MAN ASSAULT STATE		CRIMINAL HIS	STORY (cont.)						
	ARREST DATE	ARRESTING	AGENCY / LOCATION / COU		REASON FOR ARRES	T / VIOLATION CODE				
3										
	DISPOSITION (WHAT WAS THE O	UTCOME OF THE	E CASE: Were you sentenced	? Did you have to pa	y a fine? Probation?	Parole? Etc.)				
	ARREST DATE	ARRESTING	AGENCY / LOCATION / COU	RT NAME	REASON FOR ARRES	RREST / VIOLATION CODE				
4	DISPOSITION (WHAT WAS THE O	JTCOME OF THE	E CASE: Were you sentenced	CASE: Were you sentenced? Did you have to pay a fine? Probation? Parole? Etc.)						
	ARREST DATE	ARRESTING	AGENCY / LOCATION / COUR	RT NAME	REASON FOR ARRES	T / VIOLATION CODE				
5										
_	DISPOSITION (WHAT WAS THE O	JTCOME OF THE	CASE: Were you sentenced	PDid you have to pay	y a fine? Probation?	Parole? Etc.)				
		PR	OR REGULATED CA	NNABIS EMP	LOYERS	THE RESIDENCE OF A SECOND				
SUSI	NESS NAME	CITY / STAT	E	PHONE	START DATE	END DATE				
E	WC Resources, Inc.	San Jo	ose, CA	408-684-62	40 07/06/	17 Present				
			STATEMENT	OF PERJURY		THE RESERVE TO BE A SECOND OF THE PARTY OF T				
	CLARE UNDER THE PENALTY OF PER	RJURY, UNDER T	THE LAWS OF THE STATE OF C	CALIFORNIA, THAT TH	HE FOREGOING IS TR	UE AND CORRECT TO THE BEST OF MY				
	APPLICANT SIGNATURE			N ON THE APPLICATION	ON)	DATE				
	you for		CE	0		5/13/19				
1	CRIMII	NAL BACKO	GROUND & CREDIT	HISTORY INV	ESTIGATION					
1										
	Whom It May Concern:	Commercial C	annahis Business in the (	ity of Marina. I de	esire and request t	he City Manager, or Chief of Police				
of	the City of Marina, and/or	his/her agent	s, employee or lawful re	epresentative(s) to	take my photog	graph and fingerprints or use the				
						meet the qualifications required to ed by the City Municipal Code and				
	ate Law.	donness i eriii	t to operate or to be em	proyect With Such	basiness as requi	ed by the city manager code and				
	gree to provide any information reau of Investigation, or any of					partment of Justice and the Federal by Manager or Chief of Police.				
l ur	nderstand this will serve to dis	close any reco	ord of arrests to which I ha	ave been the subje	ect that resulted in	conviction. I further agree to hold				
						lamages whatsoever or at all which agency for a record check and/or				
obt						rcial Cannabis Business Permit or				
Fur						oyee or lawful representative(s) to				
						n. I also understand that falsifying				
and						ermination of employment per the				
APF	PLICANT SIGNATURE		APPLICANT NAME (PRINT)		DATE	1 1				
0	for for		Joe Lom	ONUCO		5/13/19				
/	#									
1	Cannabis Business Employ	ee/Owner Ba	ackground Application			2				
	•									

Photographs





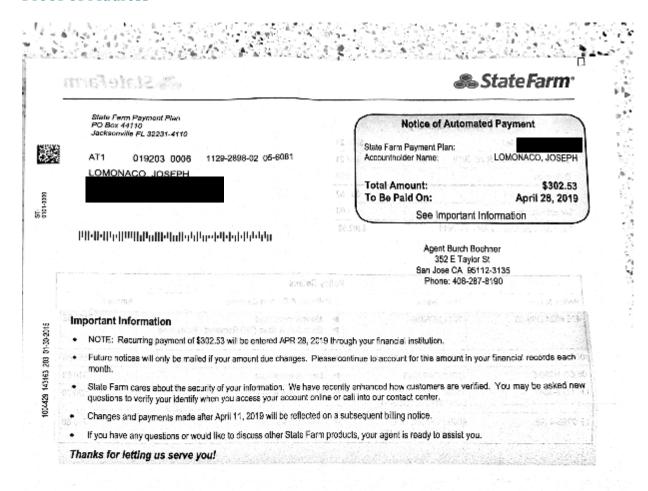
Social Security Card



Driver's License



### **Proof of Address**





## Thank you.

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

Page 1 of 2

Prepared April 11, 2019

### Resume

### JOSEPH LOMONACO

**CHIEF EXECUTIVE OFFICER** 

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

#### **EXPERIENCE**

#### 2017 - PRESENT

### CHIEF EXECUTIVE OFFICER, ELEMENTAL WELLNESS RESOURCES

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

#### 2010 - 2017

### REGIONAL VICE PRESIDENT, MARRIOT/FHG HOTELS GROUP

- Oversaw multiple hotel operations in Illinois and Oklahoma City:
- Peoria Marriott Pere Marquette Hotel (152 associates)
   Revenues Exceed \$30 Million Courtyard by Marriott Peoria
   (28 Associates) Revenues Exceed \$16 Million

- Fairfield Inn and Suites (14 associates) revenues exceed \$9 Million
- Renaissance OKC Hotel and the City's Convention Center (300+ associates) Revenues Exceed \$175 Million Courtyard OKC (54 associates) Revenues exceed \$48 Million
- Residence Inn OKC Downtown/Brickwork (45 associates) Revenues exceed \$32 Million

#### 1990 - 2010

### MANAGING DIRECTOR OF MULTIPLE PROPERTIES, HILTON/JQH HOTELS

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

### **SKILLS**

- OPERATIONAL COMPLIANCE AND MANAGEMENT
- BUSINESS DEVELOPMENT

- LEADER AND TRAINER
- RETAIL & B2B SALES AND MARKETING
- CAPITAL RAISE

## DANIEL FRIED, OWNER

### Live Scan

REQUEST FOR	LIVE SCAN SERVICE
Applicant Submission	Print Form Reset Form
A 1 300 CRT (Code assigned by 002)	CANNABIS Authorzed Applicant Type
LICENSE Type of Deense/Certification/Permit QR Working Title (Maximum of decay)	
Contributing Agency Information:  MARINA POLICE DEPARTMENT	00422
Agency Authorized to Receive Chinaral Receir: Information 217 HILLOREST AVENUE	Mail Dode (Eve-Up? code assigned by DUU)
MARINA CA 92022	MARIA ESPARZA Contact Remo (mandalizy for all school submissions) (831)-884-1969
pplicant Information:	(831)-884-1293 Contact Telephone Number
FF-iED	DANJEL B
kher hame k-KA or Atlas) Lifst	First Name Vidde Inde Sulf
sale of Birth Sex 🔀 Malo 🔲 Fornale	Suff
68 140 BLUE BROWN eight Weight Eye Color Hair Color	Drivers License Number Billing Number
ace or Birth (State of Country) Social Security Number	Wyer Filler, N. roker)
one .	Number
Salatines S	
	State ZIP Circe
OUR Number: OSA Number (Agency KonikSyny Mamba)	Level of Sarvice:  DOJ  FBI  (If the travel of Service indicates FB), the fingerprints with be used to check to climinal history record into timulion of the FBI)
THE AREA OF THE PROPERTY OF TH	Level of Sarvice: X DOJ X FBI
OSA Number (Sperc, NanaSprog Namese)  TE Submission, list original ATI number:	Level of Sarvice:   DOJ FBI  (If the flevel of Service indicates FBI, the fingerprints will be used to choose criminal history record into multion of the FBI)  Origina ATI Number
osa Number (spece) konišang tambag re submission, list original ATI number: Aust provide proof of rejection)	Level of Sarvice:  DOJ FBI  (If the Level of Service indicates FB), the fingerprints will be used to choose criminal history record into trution of the FBI)  Original ATI Number
osa Number (speco, kanakang tamber) re submission, list original ATI number: ALst provide proof of rejection) mailtoyer (Additional response for agencies specified by statute	Level of Service:   DOJ  FBI  (If the Level of Service indexins FB), the fingerprints will be used to check to chick in all history record into treation of the FBI)  Original ATI Number  (2):
osa Number (Spercy NaniSpagnament) re submission, list original ATI number: ALst provide proof of rejection) misloyer (Additional response for agencies specified by statute	Level of Service:   DOJ  FBI  (If the Level of Service indexins FB), the fingerprints will be used to check to chick in all history record into treation of the FBI)  Original ATI Number  (2):
OSA Number (Spens) kontising tamber  re submission, list original ATI number: ALst provide proof of rejection)  misloyer (Additional response for agencies specified by statute independance  Text Address or P.O. dox	Lewel of Sarvice:   DOJ  FBI  (If the Level of Service indexins FB), the fingerprists will be used to check to chick in the FBI)  Original ATI Number  Particular of the FBI)  Mail Code (five digit code assigned by DOJ)

### **Background Application**



## 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

		CANI	NABIS BUSI	NESS	INFOR	MATION						
CANNABIS BUSINESS NAME/DE	ЗА			IN	THE BUSIN	IESS, ARE YOU	J AN:	(CHOOSE	ONE)	BADO	GE ID REQUES	Т
					□ Own	er/Principal		Employee	2		ID Request	
BUSINESS ADDRESS, CITY, STAT	E, ZIP CODE							STATE BU	JSINESS I	LICENSE	NUMBER (if k	nown)
			APPLICANT	INFC	DRMAT	ION						
Social Security Nur	nber 🖹	LAST NAME OF	SOCIAL SECURITY	CARD	FIRST NA	ME ON SOCIAL	SECUR	ITY CARD	MIDDLE	NAME OF	SOCIAL SECUR	ITY CARE
	⇒	FRI	ED			ANIEL			j	BRIA	'N	
Driver's License #/5	State	LAST NAME	ON DRIVER'S LICEN	1SE	FIRST I	NAME ON DRIV	ER'S L	CENSE	MIDDI	LE NAME	ON DRIVER'S LI	CENSE
	⇒	FRI	ED			ANIEL			ļ	BRIA	λN	
SEX	AGE	DATE OF	BIRTH	RACE	HEIGH	т	WEIG	нт	НА	.IR	EYES	
☑ Male ☐ Female	29			w	5'8		145		BRO	WN	BLUE	Ξ
LIST YOUR CURRENT HOME AD	DRESS, CITY, ZIP	CODE ( <u><b>NO P.O.</b></u>	BOXES ALLOWE	2)						CELI	L PHONE #	I
LIST ANY OTHER NAMES YOU H	IAVE EVER USED	(Maiden, Marri	ed, Nicknames, e	tc.)		BIRTH COL	JNTR	Y/STATE		LANGU	AGES SPOKEN	
									I	ENGL	JSH	
			CRIMIN									
	<u>List all</u>	arrests or co	nvictions othe	r than	infracti	ons for tra	ffic v	iolation.	<u>s.</u>			
IF ADDITIONAL SPACE IS												
ANY FALSE OR MISLEAD APPLICATION, SHALL BE				THIS	APPLICA	TION OR C	T NC	HE COM	IMERCI	AL CAI	NNABIS BU	SINES
ARREST DATE	la r	RESTING AGENO	Y / LOCATION / (	OURT	VAME	REASC	N FO	R ARREST	/ VIOLAT	ION COL	DF.	
1 5												
1 0												
A												
Sec												
2 0												
DATE / TIME	A FFE ****	DUNT DAID	CITY STA		SE ONL	Y CITY STA	EF/C	NANAE		CITY.	DEDARTMENT	
DATE / TIME	\$ FEE AMIC	DUNT PAID	KECEIP	1#		CITY STA	4FF 5	INAIVIE	CITY DEPARTMENT		1	
	1				1				- 1			

Cannabis Business Employee/Owner Background Application

	CRIMINAL HISTORY (cont.)									
	ARREST DATE	ARRESTING	AGENCY / LOCATION / COU	RT NAME	REASON FO	R ARREST	/VIOLATION CODE			
3	DISPOSITION (WHAT WAS THE OUTC	OME OF TH	E CASE: Were you sentenced	? Did you have to pay	a fine? Prob	oation? Pa	role? Etc.)			
	ARREST DATE	ARRESTING	AGENCY / LOCATION / COU	RT NAME	REASON FO	R ARREST	/ VIOLATION CODE			
4	DISPOSITION (WHAT WAS THE OUTCO	OME OF THE	ECASE: Were you sentenced	P Did you have to pay	a fine? Prob	ation? Pa	role? Etc.)			
	ARREST DATE	ARRESTING	AGENCY / LOCATION / COUR	RT NAME	REASON FO	R ARREST	/ VIOLATION CODE			
5	DISPOSITION (WHAT WAS THE OUTCO	OME OF THE	ECASE: Were you sentenced	P Did you have to pay	a fine? Prob	ation? Pa	role? Etc.)			
		PR	IOR REGULATED CA	NNABIS EMPI	LOYERS					
BUSII	NESS NAME	CITY / STAT	E	PHONE	START	DATE	END DATE			
HAI	RBORSIDE HEALTH CENT	ER S	AN JOSE / CA	888-994-2726	JUL:	2010	DEC 2018			
80	5 BEACH BREAKS	GRO	VER BEACH / CA	805-668-2228	JAN	2018	APR 2019			
			STATEMENT	OF PERJURY						
	LARE UNDER THE PENALTY OF PERJUI VLEDGE.	RY, UNDER T	HE LAWS OF THE STATE OF C	CALIFORNIA, THAT TH	E FOREGOIN	IG IS TRUI	E AND CORRECT TO THE BEST OF MY			
-	APPLICANT SIGNATURE		JOB TITLE (POSITIO	N ON THE APPLICATION	ON)		DATE			
×	1 hos		MANAGINO	MEMBER			5-21-19			
	CRIMINA	L BACK	GROUND & CREDIT	HISTORY INVI	ESTIGAT	ION R	ELEASE			
То	Whom It May Concern:									
of info obt	the City of Marina, and/or his/ ormation in this application for th	her agent: ne purpose	s, employee or lawful re e of conducting a crimina	epresentative(s) to I background check	take my k to verify	photogr that I m	e City Manager, or Chief of Police aph and fingerprints or use the eet the qualifications required to d by the City Municipal Code and			
	ree to provide any information reeau of Investigation, or any other		- District				rtment of Justice and the Federal Manager or Chief of Police.			
the ma obt	City of Marina its officers, agents y result from the taking of such	, or lawful fingerprin	ly delegated representati ts or forwarding them to	ves, harmless from the appropriate	any action law enforc	(s) or da ement a	conviction. I further agree to hold mages whatsoever or at all which gency for a record check and/or cial Cannabis Business Permit or			
50	thermore, I hereby authorize the ain and review my consumer cred						yee or lawful representative(s) to			
and							. I also understand that falsifying rmination of employment per the			
APF	LICANT SIGNATURE		APPLICANT NAME (PRINT)			DATE				
l ((	hat		DANIEL FF	RIED		5-	21-19			

Cannabis Business Employee/Owner Background Application

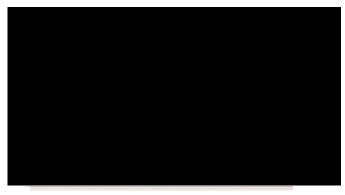
### Photographs



Social Security Card



Driver's License



### Proof of Address



Form: COI-0 Form: COI-0

### Resume



### **PROFILE**



Originally from the east coast I was born in Northern Virginia and further raised in North Carolina. I relocated to California in 2010 in order to pursue my career in the medical cannabis industry and was privileged enough to join the team at Harborside Health Center of San Jose. Soon after I was promoted into management as an integral part of the company and have received multiple accolades for my dedicated work ethic. Heft Harborside to partner with two investors and open my own retail storefront "805 Beach Breaks" in Grover Beach California. 805 Beach Breaks is the first brick & mortar storefront in San Luis Obispo County. Solely responsible for PNL and start-up of the operation we have exceeded our goals and produced over 5 million dollars in sales in eight months with a 20% net profit. I am now looking to further expand my footprint in the cannabis space nation-wide in an executive or director role. I look forward to further conversation about my background and how I can contribute to your company.

### 🖹 EXPERIENCE

O PRIVATE CANNABIS CONSULTANT FRIED CONSULTING JANUARY 2018 - CURRENT

**GENERAL MANAGER** 

805 BEACH BREAKS (GROVER BEACH) DECEMBER 2017 - JANUARY 2018

### OMBUDS MANAGER

HARBORSIDE HEALTH CENTER (SAN JOSE) JUNE 2010 - DECEMBER 2017

- Nine years of regulated cannabis industry experience.
- Successful start-ups of Retail & Distribution (Complete build-out of facility within 90 days of receiving city permit).
- Complete design of brand identity, interior millwork, floor plan & décor.
- Distribution utilization of product packaging, processing and sourcing (cartridges, prepackaged jars, pre rolls).
- Winner of competitive retail licenses in merit based city applications
- Implemented the first retail interactive digital kiosk displays for self-servic ordering and educational product content.
- Developed SOPs, Business plans, PNL forecasts for multiple license
- Connections to Architects, Graphic Designers, GC's & Lobbyists.
- Hiring, training and management of over 50 employees.
- Extensive knowledge in compliance with new California State Adult-use law and city ordinances.



### **EDUCATION**

O CAPE FEAR COLLEGE AUG 2007 - MAY 2009 ASSOCIATES DEGREE (Wilmington, North Carolina)



### CONTACT

www.facebook.com/dutchmastad www.instagram.com/deepfried101

## HARMONY D'ANGELO, OWNER

### Live Scan

STATE OF CALIFORNIA FOX 6018 (rep 0.00001; Inc. 01.0011)	DEPARTMENT OF AUSTICE
REQUEST FOR L	IVE SCAN SERVICE
oplicant Submission	
(Solo assignate DOI)  LICEOSE	Authorized Applicant Type
Fe of Decree/Certification/Permit Or Working Title (Vindrama) during	is - Madigned by DOV, command (Chemistrica)
Miributing Agency Information; ARINA POLICE DEPARTMENT -	00422
Singy Authorities to Receive Oriminal Record Information	Mall Code (Dive-digit and e subquied by DDA)  MARIA ESPARZA
unt Address or P.O. Box	Contact Name (mendatory for all subpol subpolsations)
9RINA . CA 93933 y Siste ZIP Cco	(831) 884-1293 Contact Telephono Municar
plicant Information:  Name  Name	Harmonu Zea Moderited Britis
ier Nama SA or Afree Loss	Reffx Reffx
Sex Majo Di Fernde	Diffing
ight Weight Fye Color Estr Color iss of Eirin (Siste or Country) Social Sectify Number	Number  (Kyer-yeargicantor) Misc. Number
	NUMES -
liness Street Address or P.O. Hox EOW LONG AT RESIDENCE JO years	Cky FHOME #
ur Namibot:  Ook tanler (Goog Kortyng Korke)	Level of Service: DOJ 12 FBI
e-submission, list original ATI number: ust provide proof of rejection)	Unifra: A il Nobber
nployer (Additional response for agencies specified by stabile	a):
poyer Names	Mail Code (it/é digt code assigned by DEU)
set Aficheca or P.O. Box	
/ Stat: ZIP Code	Telephona Muniba: (optional)
e Soan Transaction Completed By:	5/2010
ne of Operator MPD	T 1430AH 3210 HAS
namilling Agency LSID	ATI Number Amount Collected Rilled

### **Background Application**



### 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

	CAN	INABIS BUSINES	S INFO	RMATI	ION						
CANNABIS BUSINESS NAME/DBA			N THE BU	SINESS, ARI	E YOU AN:	(CHOOSE (	ONE) BAE	GE ID REQUEST			
			☐ Owner/Principal ☐ Employee ☐					ID Request			
BUSINESS ADDRESS, CITY, STATE, ZIP C	CODE		STATE BUSINESS LICENSE NUMBER (if k					NUMBER (if known)			
	APPLICANT INFORMATION										
	LAST NAME (	ON SOCIAL SECURITY CARD				ITY CARD	TY CARD MIDDLE NAME ON SOCIAL SECURITY CAR				
Social Security Number		1		nony	.,, ,						
D'Angelo			FID		N DRIVER'S LI	CENTE	Ze	a E ON DRIVER'S LICENSE			
Driver's License #/State	EAST IVAIV		FIR			ICENSE	Zea				
	⇒	D'Angelo		Harr	nony		Zea	1			
SEX AG	E DATE O	DE BIRTH RAC	D1 6.05(00)40	90000	WEIGI	нт	HAIR	EYES			
☐ Male XFemale 41			V 5	'4"	131		Blond	Green			
LIST YOUR CURRENT HOME ADDRESS,	CITY, ZIP CODE (NO P.C	D. BOXES ALLOWED)					CEI	L PHONE #			
LIST ANY OTHER NAMES YOU HAVE EV	IED LICED (M. I. M.			DIDT	H COUNTRY	//CTATE	LI NIGI	JAGES SPOKEN			
LIST ANY OTHER MAINES YOU HAVE EV	/EK USED (Maiden, Mar	ried, Nicknames, etc.)		BIRL	H COUNTRY	T/SIATE	500000	glish			
		CRIMINAL	4ISTO	27				JIISI I			
	List all arrests or co	onvictions other th		(5/5)	r traffic v	iolation	<u>s.</u>				
IF ADDITIONAL SPACE IS NEE	DED ATTACH EVE	DA CHEETC TO TH	CARRI	CATION	DIEACE	E DEAD	THE ADDITION	TION CAREFULLY			
ANY FALSE OR MISLEADING S											
APPLICATION, SHALL BE GROU	JNDS FOR DISQUA	LIFICATION.									
ARREST DATE	ARRESTING AGEN	NCY / LOCATION / COUR	NAME	F	REASON FO	R ARREST /	VIOLATION CO	DE			
1											
DISPOSITION (WHAT WAS THE O	UTCOME OF THE CASE:	Were you sentenced? [	id you ha	ve to pay a	fine? Proba	ation? Parc	ole? Etc.)				
ARREST DATE	ADDESTING AGEN	ICY / LOCATION / COUR	T NIA NA E	lo	DEASON EO	D ADDECT	VIOLATION CO	DE			
ARREST DATE	AMMESTING AGE	er / Eocarion / Coon	INVIVIL	ľ	REASONTO	IV MINICOT /	VIOLATION CO	DE.			
2 DISPOSITION (WHAT WAS THE O	UTCOME OF THE CASE:	Were you sentenced? [	id you ha	ve to pay a	fine? Proba	ation? Parc	ole? Etc.)				
		CITY STAFF	JSE ON	ILY							
DATE / TIME \$	FEE AMOUNT PAID	RECEIPT #		CIT	TY STAFF'S I	NAME	CITY DEPARTMENT				

Cannabis Business Employee/Owner Background Application

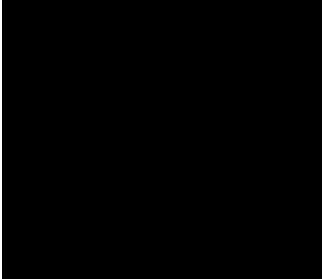
	CRIMINAL HISTORY (cont.)									
	ARREST DATE	ARRESTING	GAGENCY / LOCATION / COU	RT NAME	REASON F	FOR ARREST	/ VIOLATION CODE			
3	DISPOSITION (WHAT WAS THE OUTC	OME OF TH	E CASE: Were you sentenced	? Did you have to	pay a fine? Pr	robation? Pa	role? Etc.)			
	ARREST DATE	ARRESTING	AGENCY / LOCATION / COU	RTNAME	REASON F	FOR ARREST	/ VIOLATION CODE			
4	DISPOSITION (WHAT WAS THE OUTC	OME OF TH	E CASE: Were you sentenced	PDid you have to	pay a fine? Pr	obation? Pa	role? Etc.)			
	ARREST DATE	ARRESTING	GAGENCY / LOCATION / COU	RTNAME	REASON F	FOR ARREST	/ VIOLATION CODE			
5	DISPOSITION (WHAT WAS THE OUTCOME OF THE CASE: Were you sentenced? Did you have to pay a fine? Probation? Parole? Etc.)									
		PR	IOR REGULATED CA	NNABIS EN	/IPLOYER:	S				
BUSI	NESS NAME	CITY / STA	ГЕ	PHONE	STA	RT DATE	END DATE			
			STATEMENT	OF PERJUR	Y					
	LARE UNDER THE PENALTY OF PERJUI WLEDGE.	RY, UNDER	THE LAWS OF THE STATE OF C	CALIFORNIA, THA	THE FOREGO	DING IS TRUE	AND CORRECT TO THE BEST OF MY			
	APPLICANT SIGNATURE		JOB TITLE (POSITIO	N ON THE APPLIC	ATION)	0	DATE			
* /s	Farmy D'Augelo	Si A	Owne	r/Membe	er		05/30/19			
	CRIMINA	L BACK	GROUND & CREDIT	HISTORY II	NVESTIGA	TION R	ELEASE			
То	Whom It May Concern:									
of info obt	the City of Marina, and/or his/ ormation in this application for the	her agent he purpos	s, employee or lawful re e of conducting a crimina	epresentative(s I background cl	) to take m heck to verif	y photogra fy that I ma	e City Manager, or Chief of Police aph and fingerprints or use the eet the qualifications required to d by the City Municipal Code and			
	gree to provide any information r reau of Investigation, or any other						rtment of Justice and the Federal Manager or Chief of Police.			
the ma obt	e City of Marina its officers, agents by result from the taking of such	s, or lawfu fingerprir	lly delegated representations or forwarding them to	ves, harmless fo the appropria	rom any action ate law enfo	on(s) or da rcement a	onviction. I further agree to hold mages whatsoever or at all which gency for a record check and/or cial Cannabis Business Permit or			
0.5	thermore, I hereby authorize the tain and review my consumer cred						yee or lawful representative(s) to			
and	NGA NGA 165	30.00	100.00				l also understand that falsifying rmination of employment per the			
API	PLICANT SIGNATURE		APPLICANT NAME (PRINT)			DATE	E/00/40			
	Harry O'Age	bo	Harmony	D'Angel	o		5/30/19			

Cannabís Business Employee/Owner Background Application

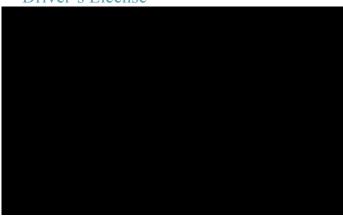
Photographs



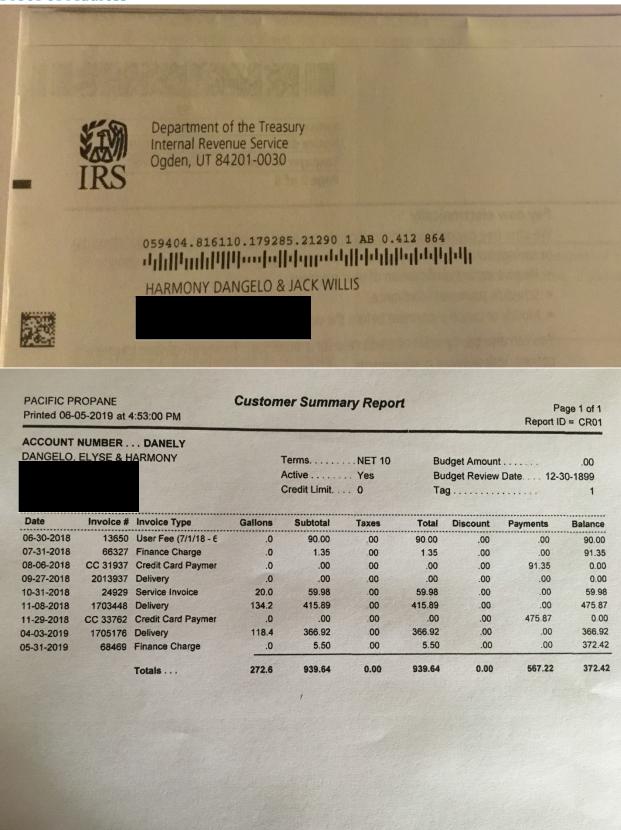




Driver's License



### Proof of Address



### Resume

Harmony D'Angelo is a local Monterey County resident, a Marina business owner, and an integral part of the Elemental Wellness team at 3170 Del Monte Blvd. She brings her depth of knowledge and experience running a Marina based horticulture business to the Elemental Wellness team. Her knowledge of the local market, connections to neighboring business owners, city representatives, and community involvement, are all imperative assets that will ensure a smooth and beneficial transition of Elemental Wellness into the minds and hearts of the Marina family.

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

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

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

When proposition 64 passed, regulating the Medicinal and Adult use of Cannabis, Monterey County banned outdoor cultivation. For the first time in over 10 years, her family business took a huge hit as sales dropped by over 50 percent. Struggling to make ends meet, Harmony and a handful of like-minded individuals founded The Big Sur Farmers Association, a volunteer

based Mutual Benefit Non-Profit advocating for more inclusive local cannabis policies and pathways to compliance.

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

## AMADO MAGISTRADO, OWNER

### Live Scan

STATE OF CALIFORNIA BCLA3018 (HID 0A0001; New: 042011)	pervirtual of Justice
REQUEST FOR LIV	E SCAN SERVICE
alleant Submission	
(Tords assigned by DOU) LICENSE	Cannabis Authorized Applicant Type
pe of Doense/Cartifleanon/Permit OR Working Title (Meanum 50 characters - Infilibuting Agency Information:	Facelgrad by DOU, use could like lead great)
ARINA POLICE DEPARTMENT ency Authoritzed to Receive Oriminal Record Information 1 HILLCREST AVE	00422 Mail Code (this-digit code assigned by DOV) MARIA ESPARZA
984 Address or P.D. Box 460NA CA 93933 9 State ZIP Code	Contest Name (mantatury for all echool submissions) (831) 884-1283 Contest Telephone Number
Masis trado	Amado Fordinand AM FIRENAMO Missebilia Satis
Ten Name  A or Alles   Set   Male   Female	First Suffix Driver's Liberts Number
5 Ce 14 Ce 165 Weight Eye Celor Hair Color on of Birth (Siste or Country) Social Security Number	Filling Number  Agency Eling Number  Misc. Number
Iress Street Address of P.O. Hax HOW LONG AT RESIDENCE 3 months	City PHONE #
Ur Number: OCA Number (Agoncy Identitying Nauber)	Level of Service: 🔀 DOJ 📝 FBI
e-submission, list original ATI number; ust provide proof of rejection)	Original ATI Number
uplayer (Additional response for agencies specified by statute):	
pleyer Name	Mell Code (size digit code assigned by CO3)
set Address or P.O. Box	
/ State ZIP Code	Telephone humber (optional)
e Scan Transaction Completed By:	shulp Ip
ne of Operator  SP  LSID	ATI Number Altrough Collected Pulled
ORIGINAL - Live Span Operator SECOND CORY - Applic	ant THROGOPY (Fine-Cad) - Requesting Agency

### **Background Application**



## 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

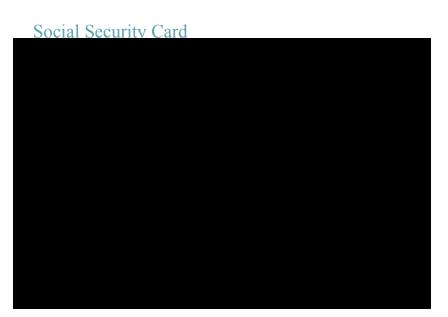
	<u>'</u>											
			CAN	INABIS BUSI	NESS	INFORI	MA	TION				
CAN	NABIS BUSINESS NAME/DBA	è			IN	THE BUSIN	ESS, A	ARE YOU AN	: (CHOOSE	ONE)	BAD	OGE ID REQUEST
						☐ Owne	:r/Pri	ncipal 🗆	Employee	9		ID Request
BUSI	NESS ADDRESS, CITY, STATE,	ZIP CODE							STATE BU	JSINES	S LICENSE	NUMBER (if known)
				APPLICANT	INFC	RMAT	ON					
3	Social Security Numb	oer	LAST NAME (	ON SOCIAL SECURITY	CARD	FIRST NAM	VE ON	I SOCIAL SECU	IRITY CARD	MIDDL	LE NAME O	N SOCIAL SECURITY CARD
		Magi	istrado		Amado	o Fe	erdinand			N/A		
_	Driver's License #/Sta	ate		1E ON DRIVER'S LICEN	NSE	FIRST N	JAME	ON DRIVER'S	LICENSE	МІС	Laco-Jorszowa	E ON DRIVER'S LICENSE
	5.75.5 2.66.75		Magi	strado		Amado	o Fe	erdinand		1	N/A	
-	SEX	AGE	DATEC	OF BIRTH	RACE	HEIGHT	<del>-</del>	WEIG	GHT	,	HAIR	EYES
×	Male   Female	35		***	Asian	2319000000000000000000000000000000000000	*	146 lbs		Bla	es nee	Brown
	YOUR CURRENT HOME ADDR	RESS, CITY, 7	ZIP CODE ( <u>NO P.C</u>	D. BOXES ALLOWE				٥.	CELL PHONE #		L PHONE #	
LIST	ANY OTHER NAMES YOU HAV	VE EVER US	ED (Maiden, Mar	ried, Nicknames, e	etc.)		BIR	RTH COUNT	RY/STATE		LANGU	JAGES SPOKEN
	None	a								English/Tagalog		
				CRIMIN	IAL HI	STORY						
		List a	ll arrests or co	onvictions othe	er than	infractio	ons f	or traffic	violation.	s.		
IF A	ADDITIONAL SPACE IS	NEEDED.	<b>ΔΤΤΑCH ΕΧΤ</b>	RA SHEETS TO	THIS	ΔPPLIC <i>E</i>	OITA	N PLEAS	SE READ	THE	ΔPPLIC <i>E</i>	ATION CAREFULLY.
	Y FALSE OR MISLEADIN											
APP	PLICATION, SHALL BE G	ROUNDS	FOR DISQUA	LIFICATION.								
	ARREST DATE		ARRESTING AGEN	NCY / LOCATION / G	COURT N	NAME		REASON FO	OR ARREST	/ VIOL	ATION CO	DE
	None	1		None					No	one		
1	DISPOSITION (WHAT WAS TI	HE OUTCON	ME OF THE CASE:	Were you sentend	ed? Did	you have t	o pay	a fine? Pro	bation? Pard	ole? Et	:c.)	
			None							_		
	ARREST DATE			NCY / LOCATION / G	COURT	AME		REASON FO	OR ARREST	/ VIOL	ATION CO	DE
2	None			None					None			
-	DISPOSITION (WHAT WAS TI	HE OUTCOM	ME OF THE CASE:	Were you sentend	ed? Did	you have t	o pay	r a fine? Prol	bation? Pard	ole? Et	:c.)	
			None									
				CITY STA		SE ONL						
l	DATE / TIME	\$ FEE AM	MOUNT PAID	RECEIF	γT #		C	CITY STAFF'S	NAME		CITY	Y DEPARTMENT

CRIMINAL HISTORY (cont.)								
	REST DATE ARRESTING AGENCY / LOCATION / COURT NAME REASON FOR ARREST / VIOLATION			/ VIOLATION CODE				
3	None	None None			None			
	DISPOSITION (WHAT WAS THE OUTCOME OF THE CASE: Were you sentenced? Did you have to pay a fine? Probation? Parole? Etc.)							
	None							
4			AGENCY / LOCATION / COURT NAME		REASON FOR ARREST / VIOLATION CODE			
	None		None			None		
	DISPOSITION (WHAT WAS THE OUTCOME OF THE CASE: Were you sentenced? Did you have to pay a fine? Probation? Parole? Etc.)							
	Nor					None		
5	ARREST DATE	ARRESTING	STING AGENCY / LOCATION / COURT NAME		REASON FO	REASON FOR ARREST / VIOLATION CODE		
	None	DIAE OF THE	None			None		
	DISPOSITION (WHAT WAS THE OUTCOME OF THE CASE: Were you sentenced? Did you have to pay a fine? Probation? Parole? Etc.)  None							
	Nor							
		PR	IOR REGULATED CA	NNABIS EMP	LOYERS		T	
BUSI	NESS NAME	CITY / STATE		PHONE	START	DATE	END DATE	
	None	N	one	None	Non	e		
			0110					
			STATEMENT	OE DEDILIDY				
LDEC	LARE UNDER THE PENALTY OF PERJUR	DV LINDED T			F FORECOIN	C IS TRUI	AND CORRECT TO THE REST OF MAY	
	VLEDGE.	RY, UNDER I	HE LAWS OF THE STATE OF	CALIFORNIA, IHAI IH	E FOREGOIN	G IS IKUI	E AND CORRECT TO THE BEST OF MIT	
	APPLICANT SIGNATURE		JOB TITLE (POSITIO	N ON THE APPLICATION	ON)		DATE	
	H		Owner			05-28-2019		
×	CDIRAINA	L DACK	COLUMB & CREDIT	LUCTORY INV	ECTIC AT	ION D		
	CRIIVIINA	L BACK	GROUND & CREDIT	HISTORY INV	ESTIGAT	ION K	ELEASE	
То	Whom It May Concern:							
ı				•			e City Manager, or Chief of Police	
ı		_	0 (0)				aph and fingerprints or use the eet the qualifications required to	
ı			75				d by the City Municipal Code and	
Sta	te Law.							
							rtment of Justice and the Federal	
	eau of Investigation, or any other						7	
							conviction. I further agree to hold mages whatsoever or at all which	
							gency for a record check and/or	
							cial Cannabis Business Permit or	
Em	ployee Permit.							
Furthermore, I hereby authorize the City Manager or Chief of Police of the City and/or his/her agents, employee or lawful representative(s) to obtain and review my consumer credit report and/or any other credit related information pertaining to me.								
1000	By signing this form, I acknowledge and agree to comply with all the conditions and terms of this application. I also understand that falsifying and/or omitting any information on this application may be grounds for denial of a permit or is grounds for termination of employment per the							
Marina Ordinance.						, -, -, -, -, -, -, -, -, -, -, -, -, -,		
APPLICANT SIGNATURE APPLICANT NAME (PRINT)  DATE								
Amado Ferdinand Magistrado 05-29-2019						05-29-2019		

Cannabis Business Employee/Owner Background Application

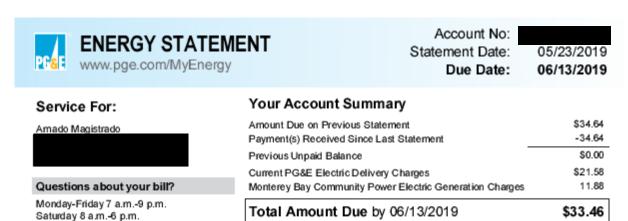
### Photographs







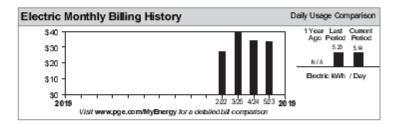
### Proof of Address



### Ways To Pay

www.pge.com/waystopay

Phone: 1-800-743-5000 www.pge.com/MyEnergy



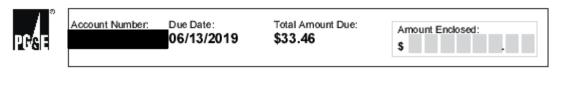
#### Important Messages

Summer electric baseline season. The summer electric baseline season began on May 1. The total electric baseline quantities shown in your energy statement were calculated using daily summer baseline quantities. Any billing days in the billing period prior to May 1 were calculated with winter baseline quantities.

Continued on page 5

Please return this portion with your payment. No staples or paper clips. Do not fold. Thank you.

### 99907335977125700000033460000003346



AMADO MAGISTRADO

PG&E BOX 997300 SACRAMENTO, CA 95899-7300

Page 1 of 5

### Resume

### **Amado Magistrado**

Monterey, CA 93940

Contact Amado on Culinary Agents

DREAM JOB	To work in some of the best Michelin star restaurants in the world.
ABOUT	I am an easy going, open minded, hardworking individual that always seeks the challenges in life. I don't take life too seriously. Life is about learning and enjoying. My goal is to become a great chef and to learn from best chefs in the industry.

#### EXPERIENCE Line Cook – Alta Bakery and Cafe

Apr. 2019 to Present (Less than 1 year) 502 Munras Ave, Monterey, CA 93940, USA

#### Role & Tasks

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

#### Lead Line Cook - Cultura Comida y Bebida

Mar. 2019 to Present (Less than 1 year)

Dolores Street, between 5th and 6th, Carmel-By-The-Sea, CA 93923, USA

#### Role & Task

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

### Sushi Chef - Roy's at Pebble Beach

Apr. 2017 to Present (2 years and 1 month)

2700 17 Mile Dr, Pebble Beach, CA 93953, United States

### Role & Tasks

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

#### Lead Line Cook - Green Zone

Jun. 2011 to Feb. 2017 (5 years and 8 months)

34 S Raymond Ave, Pasadena, CA 91105, United States

#### Role & Tasks

Lead line, Sauté, Grill, Frying, opening line setup, closing setup, inventory, menu planning, cleaning, execute the menu in a timely and precise manner. Lead kitchen trainer, Mult-itasker

### Kitchen Line - SUGARFISH by sushi nozawa

Nov. 2013 to May. 2015 (1 year and 6 months)

212 N Canon Dr, Beverly Hills, CA 90210, United States

#### Role & Task

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

### Kitchen Manager – Japon Bistro

May. 2009 to Jun. 2011 (2 years and 1 month)

927 E Colorado Blvd, Pasadena, CA 91106, United States

#### Role & Task

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

via Culinary Agents Resume 1 of 2

SGI Marina, LLC, 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

City Requested Documents	1
Limitations on City's Liability and Certifications, Assurances and Warranties	3
Brian Mitchell	3
Jose Pecho	5
Joseph LoMonaco	7
Daniel Fried	9
Harmony D'Angelo	11
Amado Magistrado	13
Financial Responsibility, Indemnity and Consent to Inspection Terms	15

## 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

1

### 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.

In	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.

State of	California				
City of	ORANGE				
Subscrib	bed and sworn to (or affi	rmed) before me	on this 20	day ofMAY	, 20 19, b
	V MITCHELL -				
the pers	son(s) who appeared bet	ore me.			
(Seal)	Signature	5		<del></del>	
			J. KEARNEY	7	

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

Limitations on City's Liability

2

### 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

Date

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 28,2019		

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 Montarey	
Subscribed and sworn to (or affirmed) before me on this 28 day of May  Nose Asrs Pecho Sr - , proved to me on the basis of satisfactory	
the person(s) who appeared before me.	
(Seal) Signature	

KEVIN JOSEPH BECKMAN
Notary Public - California
Monterey County
Commission # 2215535
My Comm. Expires Oct 16, 2021

#### Joseph LoMonaco

### 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.

e. PERMIT RENEWAL CERTIFICATION
For renewals, the applicant represents and certifies that they continue to hold in good standing any permit/license required by the State of California where applicable for a commercial cannabis business operation.
f. PROSECUTION UNDER FEDERAL LAW
The applicant understands that operators, employees and members of the commercial cannabis business may be subject to prosecution under Federal Laws.
g. AUTHORIZED TO SIGN
The person whose signature appears below is authorized to sign this application on behalf of the business and has submitted this information and all attachments as required by the application process to obtain a commercial cannabis permit from the City of Marina.
I declare under penalty of perjury that the information provided on this form is true and correct and do hereby apply for a permit pursuant to Marina City Ordinance Chapter 19 and in compliance with Marina City Ordinance Section 19.02.020 and all other applicable sections of this Ordinance.
Applicant Signature  Joe La Monaco, CEO  Printed Name and Title
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of California  City of
the person(s) who appeared before me.  (Seal) Signature — Outlier Court
VATSAL A. PATEL COMM. #2230390 NOTARY PUBLIC - CALIFORNIA S SANTA CLARA COUNTY MY Comm. Exp. Mar. 1, 2022 Limitations on City's Liability

#### Daniel Fried

## 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

1

#### 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.

Similar Fried Name and Title

5-21-19

Pote

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 Ovarge
Subscribed and sworn to (or affirmed) before me on this 21st day of Nay 2019 by
Daniel B. Fried proved to me on the basis of satisfactory evidence to be
the person(s) who appeared before me.

(Seal) Signature

PHILIP SEGAR
COMM. #228AFFORMA
ORANGE COUNTY
ORANGE COUNTY
ORANGE COUNTY
ORANGE COUNTY

Limitations on City's Liability

My Commission Expires 03 14:2023

#### Harmony D'Angelo

## 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 nermit

#### d. CERTIFICATION OF LIVE SCAN/BACKGROUND CHECK

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

#### e. PERMIT RENEWAL CERTIFICATION

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

#### f. PROSECUTION UNDER FEDERAL LAW

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

#### g. AUTHORIZED TO SIGN

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

I declare under penalty of perjury that the information provided on this form is true and correct and do hereby apply for a permit pursuant to Marina City Ordinance Chapter 19 and in compliance with Marina City Ordinance Section 19.02.020 and all other applicable sections of this Ordinance.

Harris March	Harmony D'Angelo
Applicant Signature	Printed Name and Title
5/31/19	
Date /	

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

State of California City of MARINA					
Culturally all and assess to los offices	adl bafar	44: 31:-	dan e V	N . U	20191
Subscribed and sworn to (or affirm	ea) before me on				
HARMONY D'ANGEL	O prove	d to me on the	basis of sati	sfactory e	vidence to b
the person(s) who appeared before	me.				
(Seal) Signature					
FASSIO ELDER					
COMM. #2283125 z					1120
Monterey County		•		;	
My Comm. Expires Mar. 28, 2023					

#### Amado Magistrado

## 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.

e. PERMIT RENEWAL CERTIFICATION
For renewals, the applicant represents and certifies that they continue to hold in good standing any permit/license required by the State of California where applicable for a commercial cannabis business operation.
f. PROSECUTION UNDER FEDERAL LAW
The applicant understands that operators, employees and members of the commercial cannabis business may be subject to prosecution under Federal Laws.
g. AUTHORIZED TO SIGN
The person whose signature appears below is authorized to sign this application on behalf of the business and has submitted this information and all attachments as required by the application process to obtain a commercial cannabis permit from the City of Marina.
I declare under penalty of perjury that the information provided on this form is true and correct and do hereby apply for a permit pursuant to Marina City Ordinance Chapter 19 and in compliance with Marina City Ordinance Section 19.02.020 and all other applicable sections of this Ordinance.  Applicant Signature  Applicant Signature  Applicant Signature  Printed Name and Title
Applicant Signature Printed Name and Title  OS 30 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 County of Montegey  Subscribed and sworn to (or affirmed) before me on this 30th day of May , 2019, by  AMADO FERDINAND MACISTAPOVED to me on the basis of satisfactory evidence to be
the person(s) who appeared before me.
(Seal) Signature MT by
MARTIN DOOLEY Notary Public – California Monterey County Commission # 2215549
My Comm. Expires Sep 23, 2021

## 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

1

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	02
Printed Name	Simplifie
Brian Mitchell	Signature  Docustioned by:  Brian Mitchell
Printed Name	Signature Signature
Printed Name	Signature
Printed Name	Signature
Printed Name	Signature
Property Owner(s): (if different)  RAYMWS CARDINALE	- Sky Cerdinale
Printed Name	Signature
rinted Name	Signature
rinted Name rinted Name	Signature
rinted Name rinted Name	

to fully and timely comply with all of the foregoing t	erms and conditions.
Applicant(s)/Owner(s):	
Joseph Lomonaco	the Fr
Printed Name	Signature
	/ <u>/</u>
Printed Name	Signature
Printed Name	Signature
Property Owner(s): (if different)	
Tropolog Sanisips, (ii sanisism)	
Printed Name	Signature
Printed Name	Signature
21.10	27 - 20-00
Printed Name	Signature
Indemnification Agreement	3

Applicant(s)/Owner(s):		
DANIEL FRIED	\ hd	
Printed Name	Signature	
Printed Name	Signature	
Printed Name	 Signature	
Printed Name	 Signature	
Printed Name	Signature	
Property Owner(s): (if different)		
Printed Name	 Signature	
Printed Name	Signature	
Printed Name Printed Name	Signature Signature	

Applicant(s)/Owner(s):	
whence intolly assued (2).	
Printed Name	Signature
Printed Name	Signature
Printed Name	- Signature
Printed Name	Signature
Harmony D'Angelo	Signatura O'Agglo
Printed Name	Signature
Printed Name	- Signature
Printed Name	- Signature
Printed Name	Signature

Applicant(s)/Owner(s):	$\Lambda_{-}$	
Amado Magistrado		
Printed Name	Signature	
Printed Name	Signature	
Printed Name	Signature	
Printed Name	 Signature	
Printed Name	Signature	
Property Owner(s): (if different)		
Printed Name	Signature	
Printed Name	Signature	
Printed Name	 Signature	